

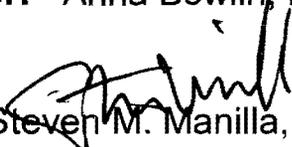


Travis County Commissioners Court Agenda Request

Meeting Date: July 15, 2014

Prepared By: Don Perryman, City of Austin **Phone #:** (512) 974-2786

Division Director/Manager: Anna Bowlin, Division Director Development Services
Long Range Planning

Department Head/Title:  Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct Three:

- A) A plat for recording: Parke North Final Plat (Final Plat with approved preliminary plan - four lots - 47.92 acres - RR 620 North - City of Austin two-Mile ETJ);
- B) Approve a Travis County Subdivision Construction Agreement with Nootsie, LTD.; and
- C) Approve a Reciprocal Easement Agreement with Nootsie, LTD .

BACKGROUND/SUMMARY OF REQUEST:

This final plat consists of four commercial lots on 47.92 acres located on RR 620 North just south of Boulder Lane. There is one new public street proposed with this plat. Water and wastewater service will be provided by the City of Austin. Fiscal for the construction of the public street has been posted with the City of Austin.

The Subdivision Construction Agreement addresses the posting of fiscal for the construction of Lady of the Lake Cove, a public street that is accessed from RR 620.

The Reciprocal Easement Agreement accompanies the final plat as it memorializes agreements made with Travis County as a landowner during the preliminary plan process. Travis County owns Balcones Canyonlands Preserve property (the "County Tract") to the west of the Parke North final plat (also called the "Nootsie Tract"), and was a party to the Revised Preliminary Plan approved by Commissioners Court on April 22, 2008. The agreement grants Travis County a permanent non-exclusive access easement to the County Tract through the Nootsie Tract. It also grants a drainage easement through the County Tract allowing for stormwater discharge from the Nootsie Tract after detaining to the 2-year, 10-year, 25-year, and 100-year storm events as is ordinary for development projects. The owner of the Nootsie Tract will construct an eight foot fence between the Nootsie Tract and the County Tract with a locked gate for access by Travis County to the County Tract, and will operate the Nootsie Tract in a manner that will not cause damage to the County Tract. The

agreement further includes remedies that restores the County Tract to its existing or better condition if damage should occur due to activities on the Nootsie Tract.

STAFF RECOMMENDATIONS:

As this final plat application meets all Travis County requirements and has been approved by the City of Austin, TNR staff recommends the approval of the final plat and subdivision construction agreement. As the Reciprocal Access Agreement has been reviewed by the Travis County Attorney's office and reviewed by TNR Natural Resources staff, to confirm that the provisions are accurately addressed. Staff also recommends the approval of the Reciprocal Access Agreement.

ISSUES AND OPPORTUNITIES:

None.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

EXHIBITS/ATTACHMENTS:

Location Map, Precinct Map, Proposed Final Plat, Subdivision Construction Agreement, Reciprocal Easement Agreement

REQUIRED AUTHORIZATIONS:

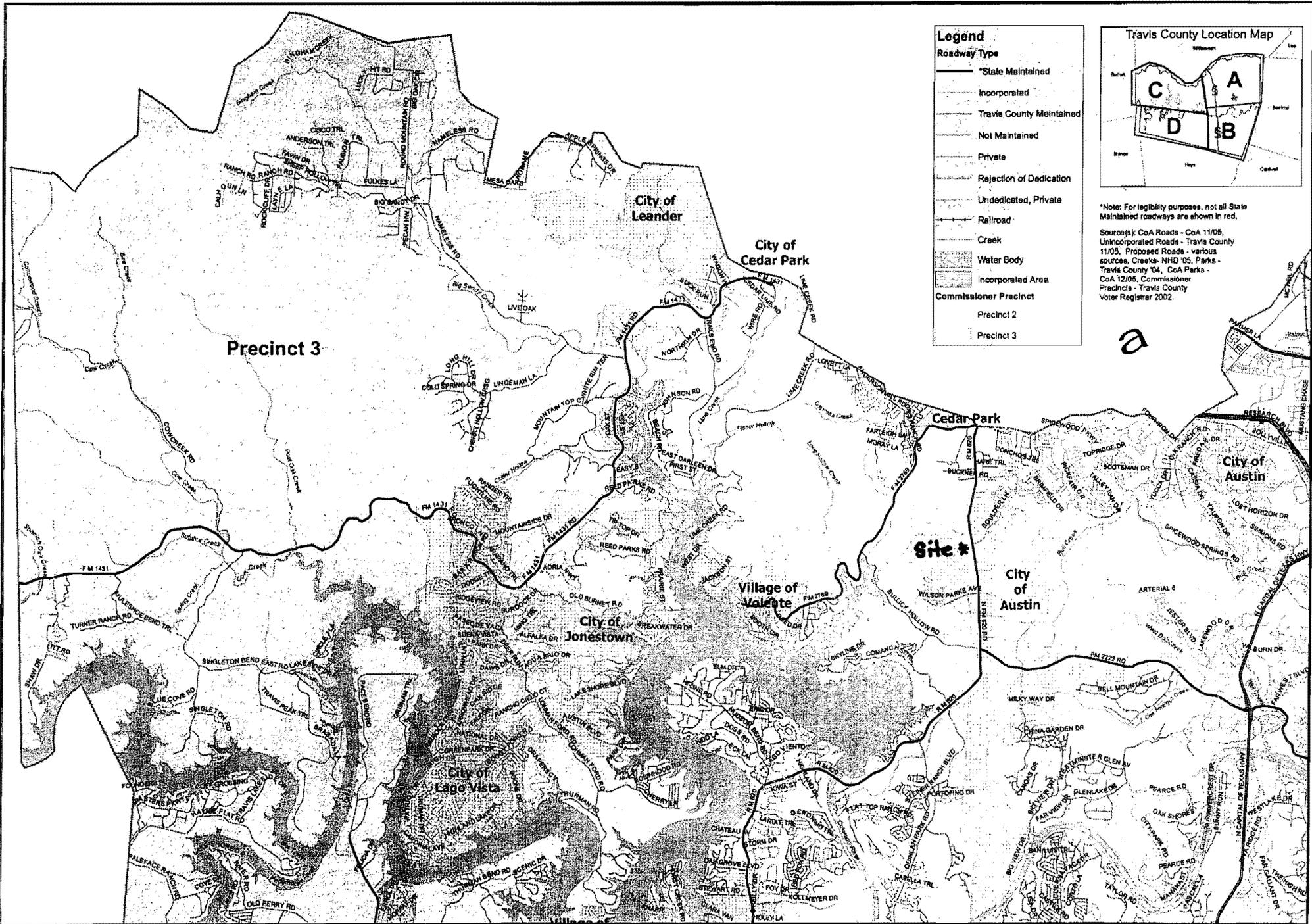
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561
Teresa Calkins	Engineer Senior	TNR	(512) 854-7569
Joe Arriaga	Planner Senior	TNR	(512) 854-7562
Wendy Connally	Natural Resources Program Manager	TNR	(512) 854-7214

: :

1101 - Development Services Long Range Planning- Parke North Final Plat



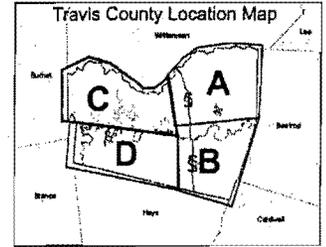
Legend

Roadway Type

- *State Maintained
- - - Incorporated
- Travis County Maintained
- - - Not Maintained
- Private
- - - Rejection of Dedication
- - - Undedicated, Private
- Railroad
- Creek
- Water Body
- Incorporated Area

Commissioner Precinct

- Precinct 2
- Precinct 3



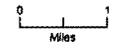
*Note: For legibility purposes, not all State Maintained roadways are shown in red.

Sources: CoA Roads - CoA 11/05, Unincorporated Roads - Travis County 11/05, Proposed Roads - various sources, Creeks - NHD 05, Parks - Travis County '04, CoA Parks - CoA 12/05, Commissioner Precincts - Travis County Voter Registrar 2002.

Map Disclaimer: This map was created for the Travis County Sign Crew for identifying Travis County's maintained roadways. The data is provided "as is" with no warranties of any kind. For more information, contact the Travis County GIS Coordinator at (2) 854-9383.

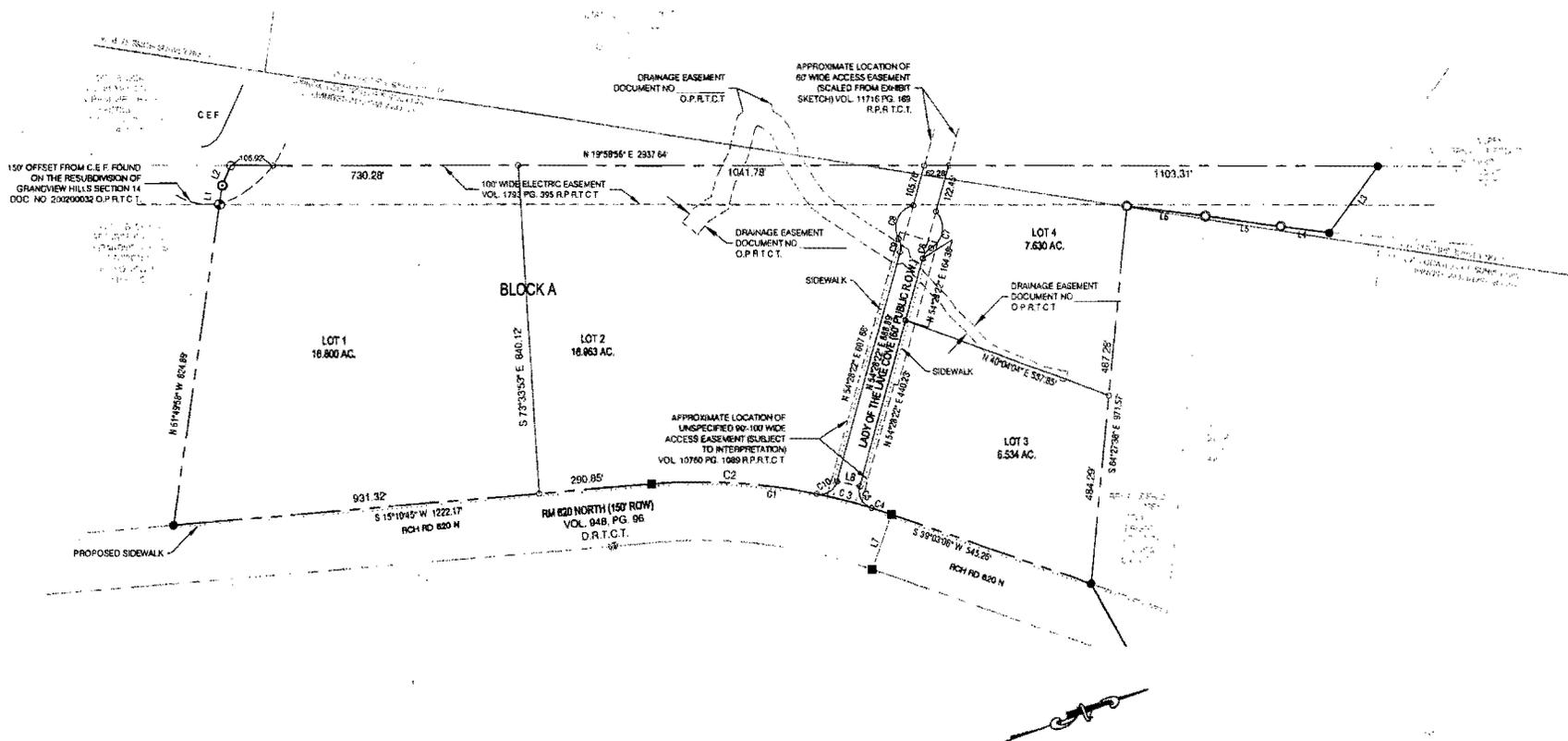
Text Scale:
 1 inch equals 1,002 miles
 1 inch equals 5,292 feet

Travis County Roadways, Map C



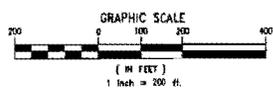
Map Prepared by: Travis County, Dept. of Transportation & Natural Resources
 Date: 01/04/2008
 www.travis.tx.us/maps

PARKE NORTH SUBDIVISION



LOT SUMMARY

LOTS	ACREAGE	SQUARE FEET	USAGE
1	16.800	731,912	MF
2	16.963	738,908	MF
3	6.534	284,621	OE/RT
4	7.630	332,363	OE/RT
TOTAL	47.927	2,087,704	



LINE TABLE

No.	BEARING	LENGTH
L1	N 81°54'09" W	49.85'
L2	N 47°14'38" W	55.15'
L3	S 34°42'51" E	211.88'
L4	S 27°51'10" W	124.83'
L5	S 27°38'13" W	196.09'
L6	S 27°20'07" W	204.03'
L7	S 51°11'14" E	148.81'
L8	N 32°35'44" E	90.08'

CURVE TABLE

NO.	RADIUS	ARC	CHORD	BEARING
C1	1507.39	822.98'	618.53'	S 27°16'06" W
C2	1507.39	424.97'	423.57'	S 23°30'02" W
C3	1507.39	145.74'	145.66'	S 34°21'07" W
C4	1507.39	52.29'	52.24'	S 38°06'52" W
C5	1507.39	69.43'	62.75'	N 81°19'00" E
C6	45.00'	34.88'	34.02'	S 32°15'54" E
C7	60.00'	109.34'	94.83'	N 62°15'54" W
C8	60.00'	109.34'	94.83'	S 46°40'49" E
C9	45.00'	34.88'	34.02'	N 76°40'49" W
C10	45.00'	67.59'	61.41'	N 11°26'39" W

LEGEND

- DRCT DEED RECORD TRAVIS COUNTY TEXAS
- RPRTCT REAL PUBLIC RECORD TRAVIS COUNTY TEXAS
- OPRTCT OFFICIAL PUBLIC RECORD TRAVIS COUNTY TEXAS
- CEF CRITICAL ENVIRONMENTAL FEATURE
- ⊙ MINI MAG FOUND IN CONC
- 1/2" IRON PIPE FOUND
- 1/2" IRON ROD FOUND
- ⊗ COTTON SPINDLE FOUND
- IRON ROD WITH YELLOW CAP INSCRIBED "ATS ENGINEERS" SET
- TYPE 1 TxDOT MONUMENT FOUND
- SIDEWALK

ATS Engineers & Surveyors
 215 E. CAPITAL OF TEXAS HWY., SUITE 200, TEXAS 76116
 CIVIL • STRUCTURAL • MEP • SURVEYING • INSPECTIONS
C8J-85-090.011A

PROJECT NO.
PLOT DATE
JULY 2011
SHEET
2 of 3

EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

This Agreement is made and entered into by and between Nootsie, Ltd, (the "Subdivider") and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "Parke North" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Nootsie, Ltd
12750 Merit Drive, Suite 1175
Dallas, TX 75251
Attn: David E. Castilla

County: Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767
Attn: County Executive

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. **NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.**

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

SUBDIVIDER:

Nootsie, Ltd
A Texas limited partnership

By:  _____

Name: David E. Castilla, President

Date: _____

Samuel T. Biscoe, County Judge

Date:

ACKNOWLEDGEMENT

Travis County, Texas:
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the ___ day of _____, by _____, in the capacity stated herein.

Signature of Notary

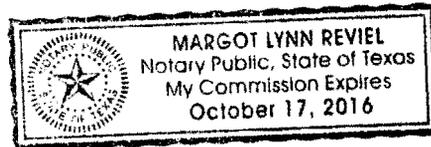
Subdivider:
STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 20 day of June, by David E. Castillo, in the capacity stated herein.

Signature of Notary

Margot Lynn Reviel



After Approval Return to:
Transportation and Natural Resources
P.O. Box 1748
Attn: Sarah Sumner
Austin, Texas 78767

EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

TRACT 1: Approximately 43.333 acres of land, more or less, out of the A. E. Livingston Survey No. 455 and the G. H. Phillips (a/k/a J. L. Peterson) Survey No. 14, in Travis County, Texas, being all of a called 169.874 acre tract as described in Volume 9259, Page 84, of the Real Property Records of Travis County, Texas, SAVE AND EXCEPT that certain 120.622 acre tract of land as described in deed of record in Document Number 2005007774 of the Official Public Records of Travis County, Texas, and further SAVE AND EXCEPT that certain 5.919 acre tract of land as described in Volume 10760, Page 1081, of the Real Property Records of Travis County, Texas; said 43.333 acres being more particularly described by metes and bounds in the field notes to be furnished in accordance with the requirements of the Title Company.

TRACT 2: 5.919 acres of land, more or less, out of the A. E. Livingston Survey No. 455 and the G. H. Phillips (a/k/a J. L. Peterson) Survey No. 14, in Travis County, Texas, being the same tract of land as described in Volume 10760, Page 1081, of the Real Property Records of Travis County, Texas.

RECIPROCAL EASEMENT AGREEMENT BETWEEN TRAVIS COUNTY AND NOOTSIE, LTD.

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

This Reciprocal Easement Agreement ("**Agreement**") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "**County**"), and Nootsie, Ltd., a Texas limited partnership ("**Nootsie**"). The County and Nootsie are hereinafter jointly referred to as the "Parties."

Recitals

1. Nootsie is the owner of 49.292 acres out of the A.E. LIVINGSTON SURVEY NO. 455, ABSTRACT NO. 478 and the G.H. PHILLIPS SURVEY NO. 14, ABSTRACT NO. 2555 in Travis County, Texas as recorded in Volume 11935, Page 1373 of the Real Property Records of Travis County, Texas (the "**Nootsie Tract**"). The Nootsie Tract is designated as Lots 1, 2, 3, and 4, Block A, in the Revised Preliminary Plan for Parke North Subdivision.
2. The County is the owner of 120.622 acres of land out of the G.H. PHILLIPS SURVEY NO. 14 (A/K/A THE J.L. PETERSON SURVEY NO. 14), the A.E. LIVINGSTON SURVEY NO. 455, and the SAMUEL BLAKEY SURVEY NO. 32, in Travis County, Texas as recorded in Document Number 2005007774 of the Official Public Records of Travis County, Texas (the "**County Tract**"). The County Tract is designated as Lots 5 and 6, Block A, in the Revised Preliminary Plan for Parke North Subdivision.
3. The Nootsie Tract and the County Tract (together, the "**Properties**") adjoin each other with a common boundary line.
4. The County Tract is a part of the regional endangered species habitat preserve known as the Balcones Canyonlands Preserve ("**BCP**") and is managed by the County pursuant to Permit No. PRT 788841 (the "Regional Permit") issued by the United States Fish and Wildlife Service ("**USFWS**") on May 2, 1996 to the City of Austin and the County. Amended in 2005 and administratively corrected in 2013, the Regional Permit was reissued by the USFWS as Permit No. TE-788841-2.
5. The County Tract is in an open space condition and the USFWS has determined that

the County Tract contains suitable and natural habitat for the golden-cheeked warbler (*Setophaga chrysoparia*) (the "**GCWA**") and/or the black-capped vireo (*Vireo atricapilla*) (the "**BCVI**") and/or karst species of concern. The GCWA and BCVI have been listed as endangered species under the Federal Endangered Species Act of 1973, as amended, 16 U.S.C. Section 1531 et seq. (the "**Act**").

6. The Regional Permit does not allow any "take" of endangered species or their habitat within the BCP.
7. The Nootsie Tract is located within the City of Austin's extraterritorial jurisdiction.
8. The County is the sole beneficiary of that certain Easement and Right-Of-Way recorded as Document Number 2005007775 of the Official Public Records of Travis County, Texas, that certain Temporary Access Easement recorded as Document Number 2010103982 of the Official Public Records of Travis County, Texas, and that certain Easement recorded in Volume 10760, Page 1089 of the Real Property Records of Travis County, Texas (collectively, the "**Prior Access Easements**").
9. A Revised Preliminary Plan for Parke North Subdivision (the "**Preliminary Plan**") was approved by the City of Austin Zoning and Platting Commission on April 1, 2008 and by the Travis County Commissioners Court on April 22, 2008.
10. The Preliminary Plan for Parke North Subdivision prohibits the filing of a plat application for Lots 1, 2, 3, and 4, Block A, unless the following conditions have been met:
 - a. A drainage easement for drainage for Lots 1 through 4, to flow across Lot 5 and/or 6, Block A, has been granted by the owner of Lots 5 and 6, and any necessary findings made under Chapter 26 of the Texas Parks and Wildlife Code, and any necessary U.S. Fish and Wildlife Service approval obtained;
 - b. An eight-foot high fence is constructed along the entire boundary line of Lots 1, 2 and 4 and Lots 5 and 6 at no cost to the owner of Lots 5 and 6 prior to any development of Lots 1, 2 and 4, including an eight-foot high entrance gate with a keypad opening mechanism accessible by the owner of Lots 5 and 6 where Lady of the Lake abuts Lots 5 and 6, or fiscal security covering the construction of the fence and gate with keypad opening mechanism acceptable to Travis County has been posted with Travis County; and
 - c. Plans and fiscal security are approved for construction of structures on Lots 1 through 4 to detain and regulate the 2-year, 10-year, 25-year, and 100-year frequency storm, including spreaders to release the stormwater in a way that prevents erosion.

Section A. Grant of Easements

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and subject to the terms and conditions set out in this Agreement, the Parties each grant each other reciprocal easements as follows:

1. Nootsie GRANTS, SELLS, and CONVEYS to the County and the County's successors and assigns a perpetual nonexclusive access easement (the "**Permanent Access Easement**"), shown graphically on **Exhibit A** attached hereto and more particularly described by metes and bounds in **Exhibit B** attached hereto, across the Nootsie Tract for the free and uninterrupted pedestrian and vehicular ingress and egress for the benefit of all or any portion of the County Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to the County and the County's successors and assigns forever. Nootsie binds itself and its heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in the County and the County's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under Nootsie, but not otherwise. The purpose of the Permanent Access Easement is to provide the County and its authorized employees, agents, contractors, tenants, guests, and invitees free and uninterrupted pedestrian and vehicular ingress and egress to and across the Nootsie Tract.
2. The County GRANTS, SELLS, and CONVEYS unto Nootsie a drainage easement (the "**Drainage Easement**") solely for the purpose of conveying stormwater over and across the portions of the County Tract including the creek and drainage easements generally depicted in the Preliminary Plan, for the benefit of all or any portion of the Nootsie Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Nootsie and its heirs, successors, and assigns forever. The Drainage Easement shall be located along the centerline of the creek(s) on the County Tract and extending fifty-five feet (55') on each side of the centerline of such creek(s), as such centerline may vary from time to time. The Drainage Easement granted specifically excludes any right to enter the County Tract. The County binds itself and its successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Nootsie and Nootsie's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under the County but not otherwise.

Section B. Character of Easements

1. The Easements are appurtenant to and run with the Properties, whether or not the Easements are referenced or described in any conveyance of all or a portion of the Properties, and are for the benefit of the Parties and the heirs, successors, and assigns of the Parties who at any time own the Properties or any interest therein.
2. The County reserves for itself and its heirs, successors, and assigns the right to use all or part of the Drainage Easement for any purpose that does not unreasonably interfere with Nootsie's exercise of the rights granted herein. Nootsie reserves for itself and its heirs, successors, and assigns the right to use all or part of the Permanent Access Easement for any purpose that does not unreasonably interfere with the County's exercise of the rights granted herein.

Section C. The Drainage Easement

As consideration for the County's grant of the Drainage Easement, Nootsie binds itself and its heirs, successors, and assigns to:

1. Construct and maintain structures on Lots 1 through 4 to detain and regulate the 2-year, 10-year, 25-year, and 100-year frequency storm, including spreaders to release the stormwater in a way that complies with the Regional Permit and that prevents erosion and damage to the County Tract.
2. Prior to any development on Lots 1, 2, 3, and 4, either (a) construct an eight-foot high fence (the "**Fence**") along the entire boundary line of Lots 1, 2, and 4 and Lots 5 and 6, and at no cost to the County, including an eight-foot high entrance gate (the "**Gate**") located where the Permanent Access Easement abuts Lots 5 and 6 and with a keypad opening mechanism or other opening mechanism that is acceptable to the County and that is accessible solely by the County and emergency services providers, or (b) post fiscal security with the County to cover the construction of the Fence and the Gate with opening mechanism acceptable to the County. The location of the Fence and Gate are depicted on **Exhibit A** attached hereto. The Fence and the Gate must be sufficient to prevent entry onto the County Tract by deer, cattle, goats, feral animals, and trespassers.
3. Refrain from any activities on the Nootsie Tract that, in the County's reasonable opinion, may damage, compromise, or interfere with:
 - a. the management of the County Tract under the Regional Permit;
 - b. the ecological integrity, rare species' habitat occupation, or resource quality of the County Tract; or

- c. the natural processes occurring within the County Tract.
4. Release County and its agents, successors and assigns from and against, and to reimburse County and its agents, successors and assigns with respect to, any and all claims, demands, damages, expenses or causes of action of whatever nature that relate to the exercise of rights to the Drainage Easement by Nootsie, its agents, employees, representatives, or any other persons acting under its control or at its direction or request, specifically including, but not limited to, reasonable attorneys' fees and costs of suit paid or incurred by County, its agents, successors and assigns, asserted by others that are caused by or arise in any manner out of acts or omissions of Nootsie, its agents, employees, representatives, or any other persons acting under its control or at its direction or request, relating to the exercise of rights under the Drainage Easement.
5. If, in exercising Nootsie's rights to the Drainage Easement, Nootsie directly or indirectly causes any damage to the County Tract or any improvements located thereon or appurtenant thereto not contemplated by this Agreement, Nootsie shall, upon demand, immediately pay the County all costs and expenses incurred by the County for restoring the County Tract and/or such improvements thereon to the original condition existing prior to the change or damage or better.
6. Not create or permit to be created or remain, and to discharge, at Nootsie's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien that might become a lien, encumbrance or charge upon the County Tract, with respect to any work or services performed or material furnished by or at the direction of Nootsie relating to the Drainage Tract or the County Tract. If any such liens, encumbrances or charges shall at any time be filed against the County Tract or any part thereof by reason of work or services performed or material furnished by or at the direction of Nootsie, Nootsie within thirty days after notice of the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.
7. Not cause the County Tract or County to be in violation of, or do anything or permit anything to be done by Nootsie, its contractors, subcontractors, agents or employees that will subject the County Tract or County to any remedial obligations under applicable laws pertaining to health or the environment (such laws as they now exist or are hereafter enacted and/or amended are hereinafter sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended hereinafter called "RCRA"), the Texas Water

Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to Nootsie's exercise of its rights hereunder. Nootsie agrees to obtain any permits, licenses or similar authorizations for work done on the County Tract by reason of any Applicable Environmental Laws that concern or result from the use of the County Tract by Nootsie, its contractors, subcontractors, agents or employees. Nootsie will promptly notify County in writing of any existing, pending or threatened, investigation or inquiry by any governmental authority known by Nootsie in connection with any Applicable Environmental Laws concerning Nootsie's use of the County Tract. Nootsie will not cause or permit the disposal or other release of any hazardous substance or solid waste on or to the County Tract by Nootsie, its contractors, subcontractors, agents or employees. If Nootsie fails to comply with or perform any of the foregoing covenants and obligations, County may (without any obligation, express or implied) remove any hazardous substance or solid waste from the County Tract (or if removal is prohibited by law, take whatever action is required by law) and the cost of the removal or such other action shall be reimbursed by Nootsie to County. Nootsie grants to County and its agents, employees, contractors and consultants access to the Nootsie Tract and the license (which is coupled with an interest and irrevocable) to remove such hazardous substance or solid waste from the County Tract (or if removal is prohibited by law, to take whatever action is required by law) and agrees to reimburse County for and to hold County harmless from all costs and expense involved therewith to the extent caused by Nootsie, its contractors, subcontractors, agents or employees. The terms "hazardous substance" and "release" as used in this Agreement have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, that if either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply hereunder subsequent to the effective date of such amendment and provided further to the extent that any other federal or state law establishes a meaning for "hazardous substance," "release," "solid waste," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

8. Release County from and against, and to reimburse County with respect to, any and all claims, demands, losses, damages (including consequential damages), liabilities, causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by County at any time and from time to time by reason of, in connection with or arising out of (a) the failure of Nootsie to perform any obligation herein required to be performed by Nootsie regarding Applicable Environmental Laws under this Agreement, (b) any violation of Applicable Environmental Laws by Nootsie, its contractors, subcontractors, agents or employees occurring after Nootsie's acquisition of the Drainage Easement and that affect the County Tract, (c) the removal of hazardous substances or solid wastes that result from the use by Nootsie, its contractors, subcontractors, agents or employees from

the County Tract (or if removal is prohibited by law, the taking of whatever action is required by law), and (d) any act, omission or event harming the County Tract occurring after Nootsie's acquisition of the Drainage Easement (including, without limitation, the presence on the County Tract or release onto the County Tract of hazardous substances or solid wastes disposed of or otherwise released after Nootsie's acquisition of the Drainage Easement) caused by Nootsie, its contractors, subcontractors, agents or employees, regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence. Any amount to be paid under this paragraph by Nootsie shall be paid within thirty days of Nootsie's receipt of demand therefor from County together with reasonable supporting documentation. Nothing in this paragraph or elsewhere in this Agreement shall limit or impair any rights or remedies of County against Nootsie or any third party under Applicable Environmental Laws, including without limitation, any rights of contribution available thereunder.

9. Construct the Fence and Gate and maintain them in good working condition in perpetuity solely at Nootsie's expense and as follows:
 - a. Upon completion of the Fence and Gate, Nootsie will provide the County with written notice of the name and telephone number of a Nootsie representative the County can contact regarding repairs to the Fence or Gate. Nootsie must provide written notice to the County of any changes to the name and telephone number of the Nootsie representative the County can contact regarding repairs to the Fence or Gate.
 - b. Nootsie must perform regular inspections of the Fence and Gate to ensure that they are functioning properly.
 - c. Nootsie must make repairs to the Fence within 48 hours after receiving notice from the County or after becoming aware of a breach in the Fence, whichever is sooner.
 - d. Nootsie must make repairs to the Gate within 24 hours after receiving notice from the County or after becoming aware of a malfunction in the Gate, whichever is sooner.
 - e. If requested by the County, Nootsie must post informational signs along the Fence regarding the County Tract, Fence or Gate. The signs will be provided by the County and must be posted at the locations requested by the County within five business days after the signs are provided by the County.
 - f. If Nootsie fails to perform maintenance on the Gate and Fence as required by this Agreement, the County shall have the right, but not the obligation, to cause such maintenance to be performed, and Nootsie shall, upon demand, immediately pay the County all costs and expenses incurred by the County with respect to such maintenance.

Notwithstanding the above, it is understood and agreed by the County that development constructed, operated, and maintained on the Nootsie Tract in accordance with an approved final plat and an approved site development permit shall not constitute a violation of Section C.3.

Section D. Construction and Maintenance of the Permanent Access Easement

As consideration for the County's grant of the Drainage Easement, Nootsie also binds itself and its heirs, successors, and assigns to:

1. The Permanent Access Easement will include paved roads from two (2) entrances on RM 620 through the Nootsie Tract to the County Tract that are sufficient to safely accommodate ingress and egress by emergency services vehicles, and the paved roads will be constructed and maintained in perpetuity by Nootsie and solely at Nootsie's expense. If Nootsie fails to perform the required maintenance, the County, after at least 30 days' advance notice to Nootsie, shall have the right, but not the obligation, to cause such maintenance to be performed, and Nootsie shall, upon demand, immediately pay to the County all costs and expenses incurred by the County with respect to the County's curative actions, and the County shall have the right to file a mechanic's lien against the Nootsie Tract in order to secure payment of the amount expended.
2. At no point will the County's access to the County Tract be closed.
3. Nootsie will construct the paved roads for the Permanent Access Easement in phases.
 - a. During Nootsie's first phase of construction, Nootsie will alter the existing access road in the area depicted as the "**Phase 1 Access Easement**" in **Exhibit C**, attached hereto. Any alterations of such existing road shall be paved or constructed with all-weather materials to improve the current access. Upon the completion of the alteration of the road within the Phase 1 Access Easement and before Nootsie completes construction of a second paved road within the Permanent Access Easement, the County may only use the Phase 1 Access Easement for ingress and egress to the County Tract, but until the Phase 1 Access Easement is completed, the County may continue to use other roads on the Nootsie Tract for ingress and egress to the County Tract.
 - b. During Nootsie's subsequent phase of construction ("**Phase 2**"), Nootsie will construct a paved road in the area depicted as the "**Phase 2 Access Easement**" in **Exhibit D** attached hereto.
 - c. Upon the final completion of the permanent paved roads throughout the Permanent Access Easement, the County may use only the roads within the Permanent Access Easement.

Section E. Termination and Partial Release of Prior Access Easements

1. The County is the sole beneficiary of the Prior Access Easements described in Recital 8 above.
2. Upon the completion of construction of the paved roads (the "**Roads**") in the Permanent Access Easement (which land includes Phase 1 Access Easement and the Phase 2 Access Easement) as depicted on **Exhibit A** attached hereto, in accordance with approved site development plans, all portions covered by the Prior Access Easements other than the Permanent Access Easement shall be automatically terminated and released. Upon request, the County shall join in the execution of a recordable amendment to this Agreement to confirm the partial release of portions of the Nootsie Tract from the Prior Access Easements in accordance with this Agreement.

Section F. Development

In this Agreement, "development" means any man-made change to improved or unimproved real estate, including, but not limited to, the construction of buildings or other structures, a change in the use of improved or unimproved real estate, mining, dredging, filling, grading, paving, surfacing, excavation operations, drilling operations, the storage of equipment or materials, and the clearing of land for the purpose of preparing a site for any man-made change to improved or unimproved real estate.

Section G. No Public Grant

Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Properties to the general public or for any public use or purpose whatsoever, it being the intention of the Parties and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the Parties and their successors and assigns, any rights or remedies under, or by reason of, this Agreement.

Section H. Equitable Rights of Enforcement

The Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties, provided that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Section I. Costs of Enforcement

All reasonable costs incurred by the County in enforcing the terms of this Agreement against Nootsie, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Nootsie's violation of the terms of this Agreement shall be borne by Nootsie, but only if Nootsie is determined by a court of competent jurisdiction to have violated the terms of this Agreement.

Section J. Binding Effect

The Easements and all rights and obligations under this Agreement shall be covenants running with the land and shall bind and inure to the benefit of the Parties and their respective heirs, successors, and assigns. Nootsie may assign its rights and obligations under this Agreement to any owner of the Nootsie Tract or association of the owners of the Nootsie Tract, and upon the assumption of Nootsie's obligations under this Agreement, Nootsie shall be relieved of all obligations under this Agreement that accrue from and after such assignment and assumption. Nootsie and its heirs, successors, and assigns must provide the County written notice of any assignment, including the name and address of each assignee, within 15 days after the effective date of the assignment.

Section K. Choice of Law

This agreement is governed by and will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in Travis County.

Section L. Counterparts

This agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Section M. Waiver of Default

It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

Section N. Further Assurances

Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

Section O. Indemnity

To the fullest extent allowable by law, Nootsie agrees to indemnify and hold harmless the County from and against all claims, losses, and damages caused by action or liability of any kind for injuries or death of any person or damage to any property, arising out of or in connection with work done by Nootsie, its officers, agents, or employees under this Agreement.

Section P. Integration

This agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

Section Q. Legal Construction

If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

Section R. Notices

Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the following addresses:

Travis County:

Wendy Connally (or her successor)
Program Manager of the Natural Resources and Environmental Quality Division
P.O. Box 1748
Austin, Texas 78767

And

Mr. Steven M. Manilla, P.E. (or his successor)
County Executive
Travis County Transportation and Natural Resources Department
P. O. Box 1748
Austin, Texas 78767

And

The Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File Number 163.1655

Nootsie:

Nootsie, Ltd.
Attn.: Dave Holland
12750 Merit Drive, Suite 1175
Dallas, Texas 75251
Telecopy: (972) 671-9116

Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Section S. Recitals

Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Effective the later of the dates shown below.

TRAVIS COUNTY, TEXAS a political subdivision of the State of Texas

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2014,
by _____, _____ of Travis County, Texas, on behalf of
said county.

Notary Public, State of Texas

NOOTSIE, LTD., a Texas limited partnership

By: GCA Nootsie GP, LLC,
a Texas limited liability company,
general partner

By: 
David E. Castilla, Manager

Date: 6-12-14

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 12, 2014, by David E. Castilla, Manager of GCA Nootsie GP, LLC, a Texas limited liability company, General Partner of Nootsie Ltd., a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas

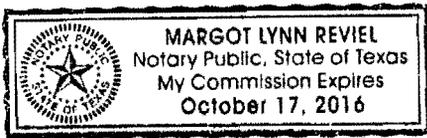


Exhibit B

**PROPERTY DESCRIPTION
OF
2.056 ACRES OF LAND**

BEING 2.056 ACRES OF LAND LOCATED IN THE A. E. LIVINGSTON SURVEY NO. 455 AND THE G. H. PHILLIPS SURVEY (ALSO KNOW AS THE J. L. PETERSON) NO. 14, TRAVIS COUNTY, TEXAS AND BEING A PORTION THE REMAINDER OF A CALLED 155.992 ACRE TRACT DESCRIBED IN DEEDS TO NOOTSIE, LTD. AND RECORDED IN VOLUME 10968, PAGE 905 AND VOLUME 11935, PAGE 1373 AS A PORTION OF A 169.874 ACRE TRACT AND A PORTION OF TRACT 2, CALLED 5.402 ACRES AND DESCRIBED IN A DEED RECORDED IN VOLUME 11006, PAGE 861 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.056 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83 4203.

COMMENCING at ½-inch iron rod with cap stamped "BURY PITTMAN" found on the westerly right of way line of said RM 620 North, same being the southeast corner of said 169.874 acre tract, said iron rod also being the northeast corner of Lot 1, Block A, Resubdivision of Grandview Hills Section 14 a subdivision of record in Document No. 200200032 of the Official Public Records of Travis County, Texas;

THENCE, with said westerly right of way line, same being the easterly line of said 169.874 acre N15°10'04"E, 477.45 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract of land;

THENCE, leaving said westerly right of way line and crossing the lands of Nootsie, Ltd. The following twenty one (21) courses and distances:

1. N74°51'45"W, 71.68 feet to a calculated point for the beginning of a curve to the left;
2. With the arc of said curve to the left 18.31 feet having a radius of 22.50 feet, a central angle of 46°37'59" and a chord bearing and distance of S81°49'15"W, 17.81 feet to a calculated point of reverse curvature;
3. With the arc of said curve to the right 105.50 feet having a radius of 52.50 feet, a central angle of 115°08'04" and a chord bearing and distance of N63°55'43"W, 88.62 feet to a calculated point of reverse curvature;
4. With the arc of said curve to the left 20.34 feet having a radius of 22.50 feet, a central angle of 51°48'14" and a chord bearing and distance of N32°15'48"W, 19.66 feet to a calculated point of reverse curvature;
5. With the arc of said curve to the right 88.76 feet having a radius of 215.00 feet, a central angle of 23°39'10" and a chord bearing and distance of N46°20'20"W, 88.13 feet to a calculated point of tangency;
6. N34°30'45"W, 200.73 feet to a calculated point for the beginning of a curve to the left;
7. With the arc of said curve to the left 114.64 feet having a radius of 185.00 feet, a central angle of 35°30'21" and a chord bearing and distance of N52°15'55"W, 112.82 feet to a calculated point of tangency;
8. N70°01'06"W, 114.04 feet to a calculated point;

9. N19°58'54"E, 204.34 feet to a calculated point for the beginning of a curve to the right;
10. With the arc of said curve to the right 219.02 feet having a radius of 365.00 feet, a central angle of 34°22'53" and a chord bearing and distance of N37°10'20"E, 215.75 feet to a calculated point of tangency;
11. N54°21'47"E, 87.83 feet to a calculated point for the beginning of a curve to the left;
12. With the arc of said curve to the left 156.02 feet having a radius of 260.00 feet, a central angle of 34°22'53" and a chord bearing and distance of N37°10'20"E, 153.69 feet to a calculated point of reverse curvature;
13. N19°58'54"E, 361.22 feet to a calculated point for the beginning of a curve to the left;
14. With the arc of said curve to the left 68.30 feet having a radius of 185.00 feet, a central angle of 21°09'07" and a chord bearing and distance of N09°24'20"E, 67.91 feet to a calculated point of tangency;
15. N04°19'39"W, 23.37 feet to a calculated point for the beginning of a curve to the left;
16. With the arc of said curve to the left 35.60 feet having a radius of 21.94 feet, a central angle of 92°59'12" and a chord bearing and distance of N50°49'16"W, 31.82 feet to a calculated point of tangency;
17. S84°10'44"W, 82.50 feet to a calculated point for the beginning of a curve to the right;
18. With the arc of said curve to the right 74.68 feet having a radius of 47.50 feet, a central angle of 90°05'06" and a chord bearing and distance of N50°46'43"W, 67.22 feet to a calculated point of tangency;
19. N05°44'10"W, 75.18 feet to a calculated point for the beginning of a curve to the left;
20. With the arc of said curve to the left 20.02 feet having a radius of 22.50 feet, a central angle of 50°59'06" and a chord bearing and distance of N31°13'43"W, 19.37 feet to a calculated point of tangency;
21. N56°43'15"W, 145.14 feet to a calculated point on the easterly line of a called 120.622 acre tract to Travis County as described in a deed recorded in Document No. 2005007774 of the Official Public Records of Travis County, Texas;

THENCE, with said easterly line, N19°58'40"E, 25.69 feet to a calculated point;

THENCE, leaving said easterly line and once again crossing the lands of Nootsie, Ltd., the following ten (10) courses and distances:

1. S56°43'15"E, 151.05 feet to a calculated point for the beginning of a curve to the right;
2. With the arc of said curve to the right 42.27 feet having a radius of 47.50 feet, a central angle of 50°59'06" and a chord bearing and distance of S31°13'43"E, 40.89 feet to a calculated point of tangency;
3. S05°44'10"E, 75.18 feet to a calculated point for the beginning of a curve to the left;
4. With the arc of said curve to the left 35.38 feet having a radius of 22.50 feet, a central angle of 90°05'06" and a chord bearing and distance of S50°46'43"E, 31.84 feet to a calculated point of tangency;
5. N84°10'44"E, 135.00 feet;

6. S05°49'16"E, 25.86 feet to a calculated point for the beginning of a curve to the left;
7. With the arc of said curve to the left 23.56 feet having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing and distance of S50°49'16"E, 21.21 feet to a calculated point of tangency;
8. N84°10'44"E, 10.67 feet to a calculated point for the beginning of a curve to the right;
9. With the arc of said curve to the right 140.65 feet having a radius of 195.00 feet, a central angle of 41°19'34" and a chord bearing and distance of S75°09'29"E, 137.62 feet to a calculated point of tangency;
10. S54°29'37"E, 325.27 feet to a calculated point on the westerly right of line of said RM 620 and the beginning of a non-tangent curve to the left, from which a TxDOT Type "I" concrete monument bears a chord bearing and distance of N06°35'05"E, 133.18 feet;

THENCE, with the westerly line of said RM 620 and the arc of said curve to the left 42.03 feet having a radius of 1507.39 feet, a central angle of 01°35'52" and a chord bearing and distance of S33°15'14"W, 42.03 feet to a calculated point;

THENCE, leaving said westerly right of way line and once again crossing said Nootsie tract the following twenty one (21) courses and distances:

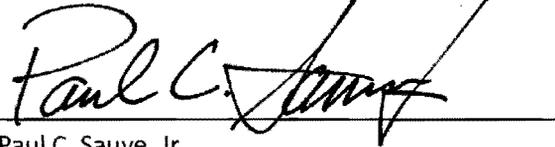
1. N54°29'37"W, 60.54 feet to a calculated point for the beginning of a curve to the right;
2. With the arc of said curve to the right 40.13 feet having a radius of 65.00 feet, a central angle of 35°22'29" and a chord bearing and distance of N36°48'22"W, 39.50 feet to a calculated point of tangency;
3. N54°29'37"W, 228.76 feet to a calculated point for the beginning of a curve to the left;
4. With the arc of said curve to the left 119.01 feet having a radius of 165.00 feet, a central angle of 41°19'34" and a chord bearing and distance of N75°09'29"W, 116.45 feet to a calculated point of tangency;
5. S84°10'44"W, 12.63 feet to a calculated point for the beginning of a curve to the left;
6. With the arc of said curve to the left 21.60 feet having a radius of 15.00 feet, a central angle of 82°30'19" and a chord bearing and distance of S42°55'35"W, 19.78 feet to a calculated point of reverse curvature;
7. With the arc of said curve to the right 68.70 feet having a radius of 215.00 feet, a central angle of 18°18'29" and a chord bearing and distance of S10°49'40"W, 68.41 feet to a calculated point of tangency;
8. S19°58'54"W, 361.22 feet to a calculated point for the beginning of a curve to the right;
9. With the arc of said curve to the right 174.02 feet having a radius of 290.00 feet, a central angle of 34°22'53" and a chord bearing and distance of S37°10'20"W, 171.42 feet to a calculated point of tangency;
10. S54°21'47"W, 87.83 feet to a calculated point for the beginning of a curve to the left;
11. With the arc of said curve to the left 201.02 feet having a radius of 335.00 feet, a central angle of 34°22'53" and a chord bearing and distance of S37°10'20"W, 198.02 feet to a calculated point of tangency;
12. S19°58'54"W, 151.84 feet to a calculated point for the beginning of a curve to the left;

13. With the arc of said curve to the left 35.34 feet having a radius of 22.50 feet, a central angle of $90^{\circ}00'00''$ and a chord bearing and distance of $S25^{\circ}01'06''E$, 31.82 feet to a calculated point of tangency;
14. $S70^{\circ}01'06''E$, 61.54 feet to a calculated point for the beginning of a curve to the right;
15. With the arc of said curve to the right 133.23 feet having a radius of 215.00 feet, a central angle of $35^{\circ}30'21''$ and a chord bearing and distance of $S52^{\circ}15'55''E$, 131.11 feet to a calculated point of tangency;
16. $S34^{\circ}30'45''E$, 200.73 feet to a calculated point for the beginning of a curve to the left;
17. With the arc of said curve to the left 64.70 feet having a radius of 185.00 feet, a central angle of $20^{\circ}02'15''$ and a chord bearing and distance of $S44^{\circ}31'53''E$, 64.37 feet to a calculated point of compound curvature;
18. With the arc of said curve to the left 27.85 feet having a radius of 22.50 feet, a central angle of $70^{\circ}54'43''$ and a chord bearing and distance of $N89^{\circ}59'38''E$, 26.10 feet to a calculated point of reverse curvature;
19. With the arc of said curve to the right 89.09 feet having a radius of 52.50 feet, a central angle of $97^{\circ}13'58''$ and a chord bearing and distance of $S76^{\circ}50'45''E$, 78.78 feet to a calculated point of reverse curvature;
20. With the arc of said curve to the left 18.31 feet having a radius of 22.50 feet, a central angle of $46^{\circ}37'59''$ and a chord bearing and distance of $S51^{\circ}32'45''E$, 17.81 feet to a calculated point of tangency;
21. $S74^{\circ}51'45''E$, 71.72 feet to the westerly right of way of said RM 620;

THENCE, with said westerly right of way line, S15°10'04"W, 58.00 feet to the **POINT OF BEGINNING** and containing 2.056 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.



Paul C. Sauve, Jr.
Registered Professional Land Surveyor
No. 2518 – State of Texas
06/05/2014



Austin Spatial Technologies, LLC
11209 Cherisse Dr.
Austin, TX 78739
TBPLS Firm Registration No. 10173100
512-573-6730

BASIS OF BEARINGS: GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM OF, CENTRAL ZONE NAD83 4203, U.S. SURVEY FEET, COMBINED SCALE FACTOR OF 0.999888. THE POINT OF BEGINNING COORDINATES HAVE GRID VALUES OF: N=10129712.05 E=3081761.23. DISTANCES SHOWN HEREON ARE SURFACE. TO CONVERT TO GRID, MULTIPLY THE DISTANCE SHOWN BY THE COMBINED SCALE FACTOR.

Reference:
TCAD PROPERTY ID: 701824
AUSTIN GRID D-36

LINE DATA

NUM	BEARING	DISTANCE
L1	N74°51'45"W	71.68'
L2	N54°21'47"E	87.83'
L3	N04°19'39"W	23.37'
L4	S84°10'44"W	82.50'
L5	N05°44'10"W	75.18'
L6	N56°43'15"W	145.14'
L7	N19°58'40"E	25.69'
L8	S56°43'15"E	151.05'
L9	S05°44'10"E	75.18'
L10	N84°10'44"E	135.00'
L11	S05°49'16"E	25.86'
L12	N84°10'44"E	10.67'
L13	N54°29'37"W	60.54'
L14	S84°10'44"W	12.63'
L15	S54°21'47"W	87.83'
L16	S70°01'06"E	61.54'
L17	S74°51'45"E	71.72'
L18	S15°10'04"W	58.00'

SCALE: 1"=200'

CURVE DATA

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	46°37'59"	18.31'	22.50'	S81°49'15"W	17.81'
C2	115°08'04"	105.50'	52.50'	N63°55'43"W	88.62'
C3	51°48'14"	20.34'	22.50'	N32°15'48"W	19.66'
C4	23°39'10"	88.76'	215.00'	N46°20'20"W	88.13'
C5	35°30'21"	114.64'	185.00'	N52°15'55"W	112.82'
C6	34°22'53"	219.02'	365.00'	N37°10'20"E	215.75'
C7	34°22'53"	156.02'	260.00'	N37°10'20"E	153.69'
C8	21°09'07"	68.30'	185.00'	N09°24'20"E	67.91'
C9	92°59'12"	35.60'	21.94'	N50°49'16"W	31.82'
C10	90°05'06"	74.68'	47.50'	N50°46'43"W	67.22'
C11	50°59'06"	20.02'	22.50'	N31°13'43"W	19.37'
C12	50°59'06"	42.27'	47.50'	S31°13'43"E	40.89'
C13	90°05'06"	35.38'	22.50'	S50°46'43"E	31.84'
C14	90°00'00"	23.56'	15.00'	S50°49'16"E	21.21'
C15	41°19'34"	140.65'	195.00'	S75°09'29"E	137.62'
C16	01°35'52"	42.03'	1507.39'	S33°15'14"W	42.03'
C17	35°22'29"	40.13'	65.00'	N36°48'22"W	39.50'
C18	41°19'34"	119.01'	165.00'	N75°09'29"W	116.45'
C19	82°30'19"	21.60'	15.00'	S42°55'35"W	19.78'
C20	18°18'29"	68.70'	215.00'	S10°49'40"W	68.41'
C21	34°22'53"	174.02'	290.00'	S37°10'20"W	171.42'
C22	34°22'53"	201.02'	335.00'	S37°10'20"W	198.02'
C23	90°00'00"	35.34'	22.50'	S25°01'06"E	31.82'
C24	35°30'21"	133.23'	215.00'	S52°15'55"E	131.11'
C25	20°02'15"	64.70'	185.00'	S44°31'53"E	64.37'
C26	70°54'43"	27.85'	22.50'	N89°59'38"E	26.10'
C27	97°13'58"	89.09'	52.50'	S76°50'45"E	78.78'
C28	46°37'59"	18.31'	22.50'	S51°32'45"E	17.81'

LEGEND

- 1/2-INCH IRON ROD FOUND
- TXDOT TYPE "I" CONCRETE MONUMENT
- △ CALCULATED POINT
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

SURVEYORS STATEMENT

I HEREBY STATE THAT THE INFORMATION SHOWN HEREON IS THE RESULT OF AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION IN APRIL 2014. GRID BEARINGS INDICATED HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). DISTANCES INDICATED ARE SURFACE. TO CONVERT TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR OF 0.999888.

Paul C. Sauve, Jr.
 PAUL C. SAUVE, JR., RPLB# 2518

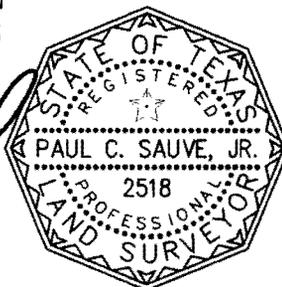


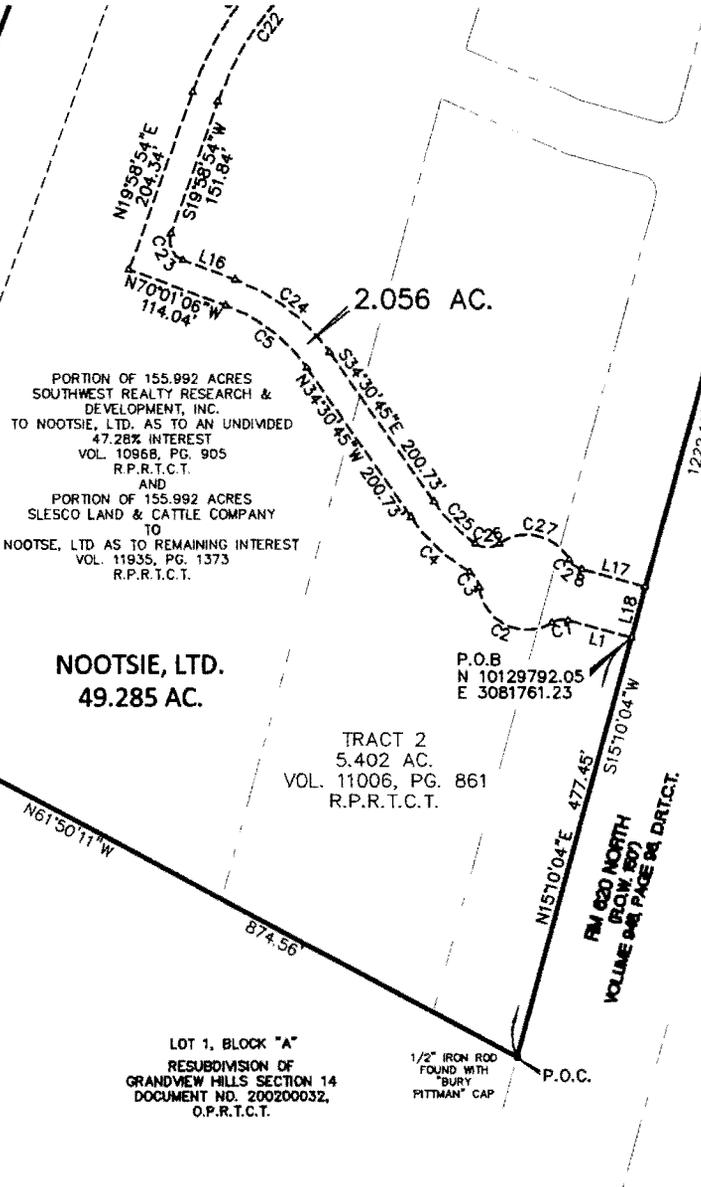
EXHIBIT "A"

Sheet 6 of 7

SKETCH TO ACCOMPANY PROPERTY DESCRIPTION
 2.056 ACRES
 NOOTSIE, LTD.
 VOL. 10968, PG. 905 AND VOL. 11935, PG. 1375
 REAL PROPERTY RECORDS TRAVIS COUNTY, TX

AST
 AUSTIN SPATIAL TECHNOLOGIES, LLC
 LAND SURVEYORS - GEOMATIC SPECIALISTS
 www.austinspatial.com PH: 512-873-8790

DATE: 06/06/2014
 SCALE: 1"=200'
 CHECKED BY: PCS
 DRAFTED BY: PCS
 DESIGNED BY: _____



PORTION OF 155.992 ACRES
 SOUTHWEST REALTY RESEARCH &
 DEVELOPMENT, INC.
 TO NOOTSIE, LTD. AS TO AN UNDIVIDED
 47.28% INTEREST
 VOL. 10968, PG. 905
 R.P.R.T.C.T.
 AND
 PORTION OF 155.992 ACRES
 SLESCO LAND & CATTLE COMPANY
 TO
 NOOTSIE, LTD AS TO REMAINING INTEREST
 VOL. 11935, PG. 1375
 R.P.R.T.C.T.

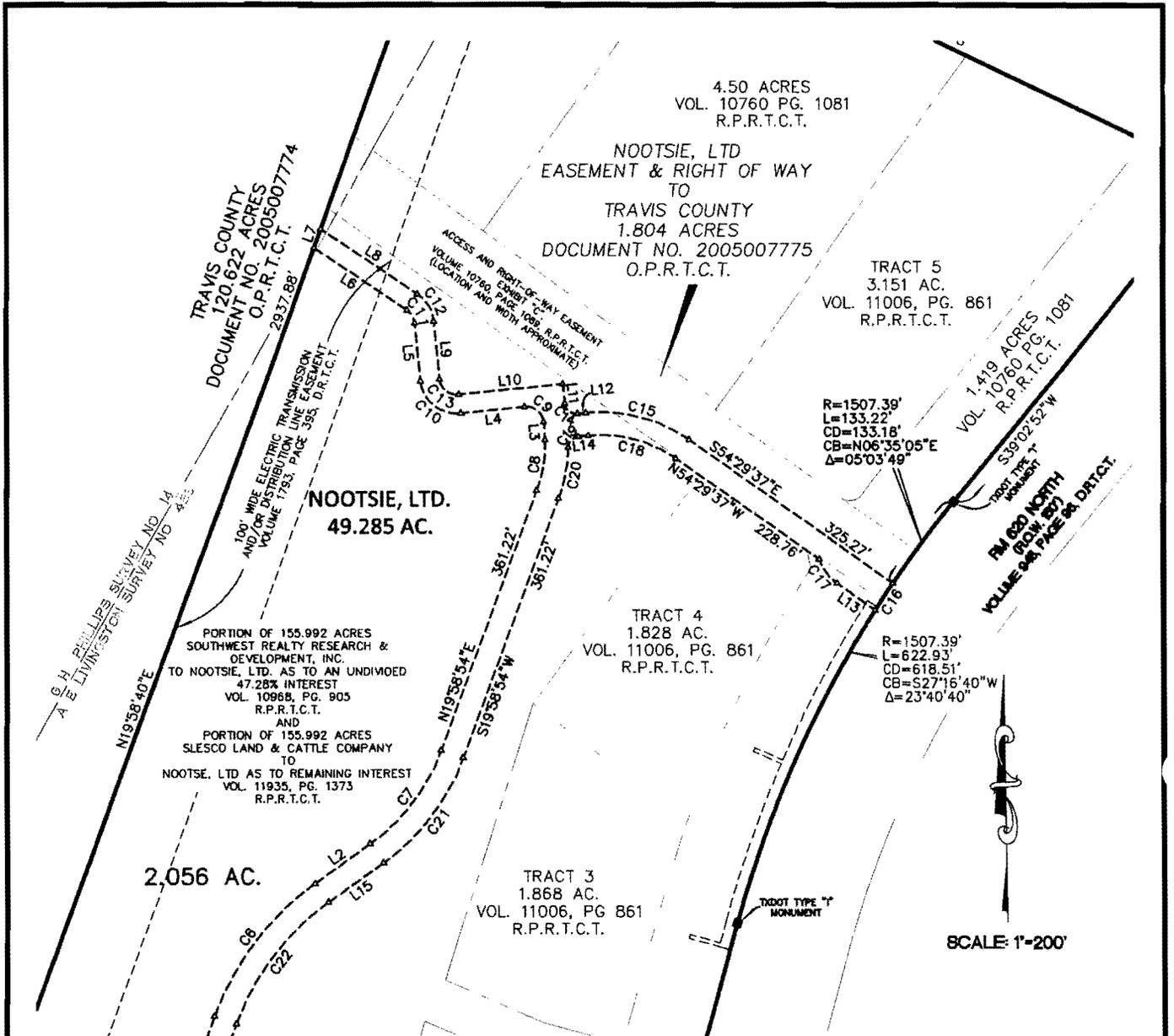
NOOTSIE, LTD.
 49.285 AC.

TRACT 2
 5.402 AC.
 VOL. 11006, PG. 861
 R.P.R.T.C.T.

LOT 1, BLOCK "A"
 RESUBDIVISION OF
 GRANDVIEW HILLS SECTION 14
 DOCUMENT NO. 200200032,
 O.P.R.T.C.T.

1/2" IRON ROD
 FOUND WITH
 "BURY
 FITTMAN" CAP

FM 820 NORTH
 (ROW, 100'
 VOLUME 94, PAGE 84, DRT.C.T.



LEGEND

- 1/2-INCH IRON ROD FOUND
- TXDOT TYPE "I" CONCRETE MONUMENT
- △ CALCULATED POINT
- R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

EXHIBIT "A"

Sheet 7 of 7

SKETCH TO ACCOMPANY PROPERTY DESCRIPTION
2,056 ACRES
NOOTSIE, LTD.
VOL. 10968, PG. 905 AND VOL. 11935, PG. 1375
REAL PROPERTY RECORDS TRAVIS COUNTY, TX

AST
AUSTIN SPATIAL TECHNOLOGIES, LLC
 LAND SURVEYORS - GEOMATIC SPECIALISTS
 www.austinspatial.com PH: 818-878-8700

DATE: 06/06/2014
 SCALE: 1"=200'
 CHECKED BY: PCS
 DRAFTED BY: PCS
 DESIGNED BY: _____



Texas Engineering Solutions
 3800 Red Oak Street
 Austin, Texas 78744
 P: 512-984-8900
 F: 512-984-8901
 TOLL FREE: 1-877-858-8900

PROJECT DATA
 COUNTY: BROWN COUNTY
 CITY: LAMPASAS
 PROJECT: [REDACTED]
 PREPARED BY: [REDACTED]
 DATE: 02-02-2010
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 SCALE: AS SHOWN

CONSULTANTS
 [REDACTED]

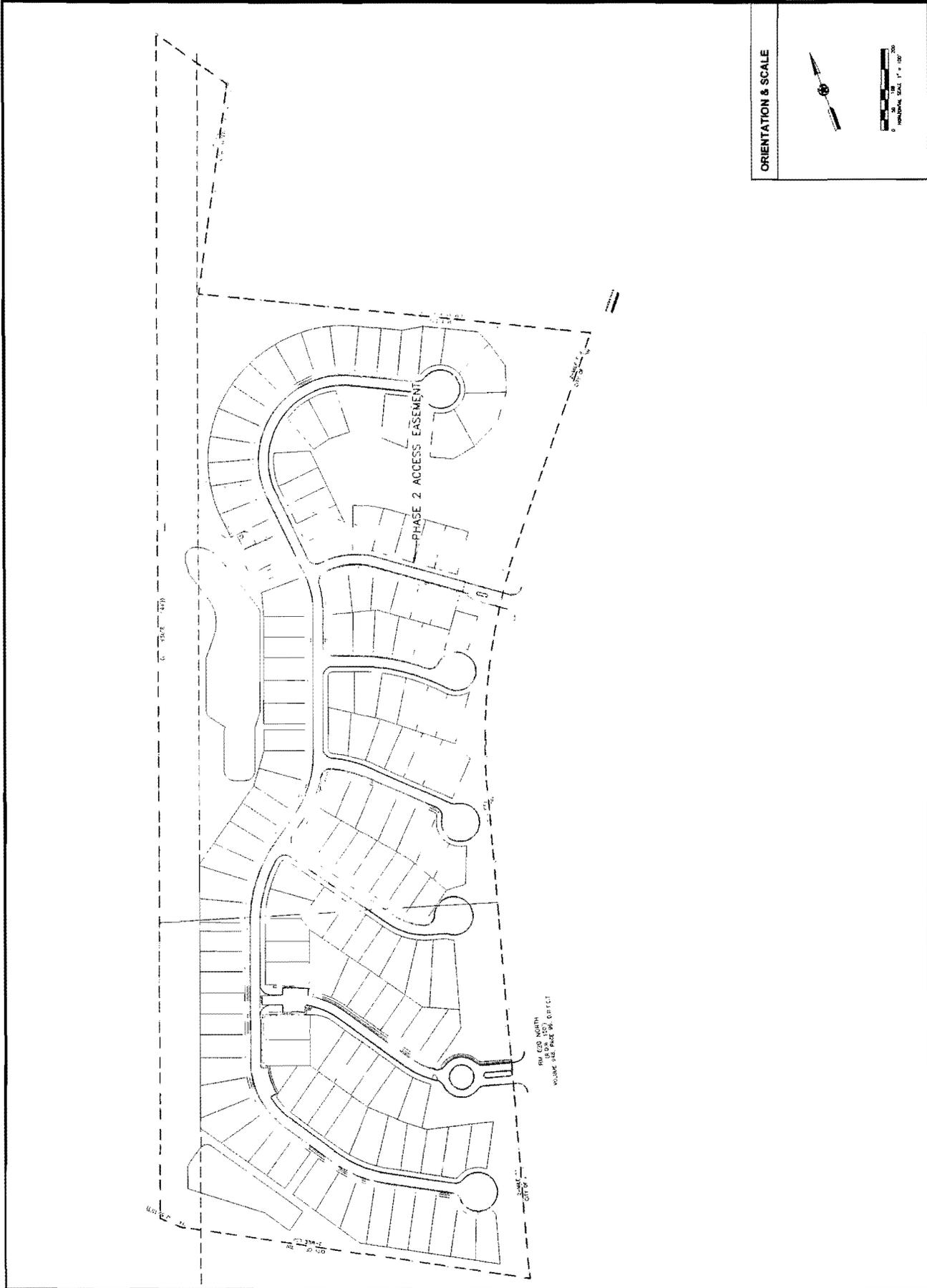
REVISIONS
 NO. DATE DESCRIPTION
 [REDACTED]

DATE: 02/02/10
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 PROJECT NO.: [REDACTED]
 SHEET NO.: [REDACTED]

PHASE 2 ACCESS EASEMENT EXHIBIT

1

COA CASE NO.:



ORIENTATION & SCALE

A north arrow pointing towards the top of the page. Below it is a graphic scale bar labeled 'GRAPHIC SCALE, 1" = 100''.

Exhibit D

DATE: 02/02/10
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 PROJECT NO.: [REDACTED]
 SHEET NO.: [REDACTED]

PHASE 2 ACCESS EASEMENT EXHIBIT

1

COA CASE NO.:

After recording, return to:

Travis County, Texas

Attn: Wendy Connally (or successor), Natural Resource Program Manager

Transportation and Natural Resources Department

P.O. Box 1748

Austin, Texas 78767

3404652 BI
Nootsie-North Ranch Road 620

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE
ISSUED BY



Fidelity National Title
Insurance Company

We, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to You are under the express terms of this Commitment and end when this Commitment expires.

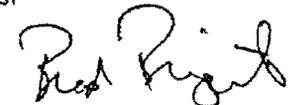
Fidelity National Title Agency, Inc.
260 Three Lincoln Center
5430 LBJ Freeway
Dallas, Texas 75240

Telephone (972) 770-2121
Facsimile (972) 770-2112

Fidelity National Title Insurance Company



BY 
President

ATTEST 
Secretary

COUNTERSIGNED BY:



Authorized Signatory
Bobbie Irwin
Direct Phone: 972-770-2125

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

COMMITMENT

SCHEDULE A

EFFECTIVE DATE: October 4, 2007, 08:00 A.M.

Commitment #: 3404652-Z-0034
GF NO.3404652-Z-0034

Issued: 10/22/2007, 08:00

1. The policy or policies to be issued are:

- (a) **OWNER POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$ 1.00
PROPOSED INSURED: TO BE DETERMINED

- (b) **TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE**
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$0.00
PROPOSED INSURED:

- (c) **MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)**

Policy Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- (d) **TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY**
OF TITLE INSURANCE (Form T-2R)

Policy Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- (e) **MORTGAGEE TITLE POLICY BINDER ON INTERIM**
CONSTRUCTION LOAN (Form T-13)*

Binder Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower:

- (f) **OTHER**

Policy Amount: \$0.00
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

NOOTSIE, LTD., a Texas limited partnership, (as to Tract One)

TRAVIS COUNTY, TEXAS, (as to Tract Two)

4. Legal Description of land:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

THE FOLLOWING LEGAL DESCRIPTION IS NOT TO BE USED FOR THE PROPOSED TRANSACTION. SEE REQUIREMENT IN SCHEDULE C HEREIN.

Tract One: APPROXIMATELY 49.292 ACRES of land in the vicinity of the North side of Hwy. 620, being out of and a portion of the A.E. Livingston Survey No. 455, the G.H. Phillips No. 14 (also known as the J.L. Peterson Survey No. 14) in Travis County, Texas, being a portion of a 155.992 acres tract described in Special Warranty Deed to Nootsie, Ltd., dated March 4, 1993 and recorded in Volume 11935, Page 1373, Real Property Records of Travis County, Texas, further described in Volume 10968, Page 905, Real Property Records of Travis County, Texas, and being all of a 4.5 acre tract and a 1.419 acre tract, together comprising 5.919 acres described in a Warranty Deed to Nootsie, Ltd., Trustee, dated August 4, 1988 and recorded in Volume 10760, Page 1081, Real Property Records of Travis County, Texas, and being all of a 5.402 acre tract, a 1.868 acre tract, a 1.828 acre tract, and a 3.151 acre tract, together comprising 12.249 acres described in a Special Warranty Deed recorded in to Nootsie, Ltd., dated August 17, 1989 and recorded in Volume 11006, Page 861, Real Property Records of Travis County, Texas.

Tract Two: APPROXIMATELY 120.622 ACRES of land being out of and a portion of the G.H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14), the A.E. Livingston Survey No. 455 and the Samuel Blakey Survey No. 32, in Travis County, Texas, and being the same tract of land described in the deed recorded in Document No. 2005007774, Official Public Records of Travis County, Texas, TOGETHER with a perpetual, non-exclusive access easement as created by that certain Easement and Right-of-Way dated January 12, 2005, executed by and between Nootsie, Ltd., a Texas limited partnership and Travis County, Texas, a political subdivision of the State of Texas, recorded in Document No. 2005007775, Official Public Records of Travis County, Texas.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (The Company must either insert specific recording data or delete this exception):

Recorded in Volume 7186, Page 183 and Volume 8418, Page 341 of the Deed Records of Travis County, Texas.

(Deleting any unlawful discriminatory provisions based upon race, color, religion, sex, handicap, familial status or national origin).
2. **Any discrepancies**, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. [Note: Refer to Schedule C, No. 5].
3. **Homestead** or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owners Policy only.)
4. **Any titles** or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans. or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across the area.
(Applies to Owner Policy only.)
5. **Standby fees**, taxes and assessments by any taxing authority for the year 2007, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2007 and subsequent years.")

6. **The terms and conditions of the documents creating your interest in the land.**
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgage Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)
8. **Liens and leases** that affect the title to the estate or interest, but that are subordinate to the lien of the insured mortgage. (Applies to the Mortgagee Policy (T-2) only).
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters. **(The Company must insert matters or delete this exception):**
 - a. Electric transmission and/or distribution line easement granted to Pedernales Electric Cooperative, Inc., recorded in Volume 1793, Page 395, Official Public Records of Travis County, Texas.
 - b. Easement for ingress and egress reserved by instrument dated September 15, 1997, recorded in Volume 6754, Page 1443, Deed Records of Travis County, Texas.
 - c. Mineral and/or royalty interest, together with all rights relative thereto, express or implied, as described in document dated December 10, 1983, recorded in Volume 8418, Page 551, Deed Records of Travis County, Texas. Title to said mineral interest has not been traced subsequent to the date of the document cited.
 - d. Mineral and/or royalty interest, together with all rights relative thereto, express or implied, as described in document dated December 30, 1983, recorded in Volume 8418, Page 653, Deed Records of Travis County, Texas. Title to said mineral interest has not been traced subsequent to the date of the document cited.
 - e. Electric transmission and/or distribution line easement granted to Pedernales Electric Cooperative, Inc., recorded in Volume 9788, Page 185, Real Property Records of Travis County, Texas.
 - f. An easement for ingress and egress easement, as set out in instrument dated October 21, 1987, recorded in Volume 10466, Page 31, Real Property Records of Travis County, Texas, as affected by Release of Easement recorded in Document No. 2005007773, Official Public Records of Travis County, Texas.

- g. An easement for ingress and egress, as set out in instrument dated August 19, 1988, recorded in Volume 10760, Page 1089, Real Property Records of Travis County, Texas.
- h. Easements, Terms, Conditions and Stipulations of that one certain Access Easement, by and between Nootsie, Ltd., and Tomen-Parke Associates, Ltd., dated June 15, 1992, recorded in Volume 11716, Page 168 and in Volume 11716, Page 180, Real Property Records of Travis County, Texas, as affected by Release of Easements recorded in Document No. 2005007772, Official Public Records of Travis County, Texas.
- i. Terms, Conditions and Stipulations of that one certain Assignment of Real Estate Commission, dated August 1, 1991, recorded in Volume 11820, Page 684, Real Property Records of Travis County, Texas.
- j. Terms, Conditions and Stipulations of that one certain Agreement, by and between Nootsie, Ltd., and Selsco Land and Cattle Company, as evidenced by that certain Memorandum of Agreement dated March 1, 1993, recorded in Volume 11935, Page 1376, Real Property Records of Travis County, Texas.
- k. Terms, Conditions and Stipulations of that one certain Warranty Deed, executed by Nootsie, Ltd., a Texas limited partnership, to Travis County, Texas, a political subdivision of the State of Texas, dated January 12, 2005, recorded in Document No. 2005007774, Official Public Records of Travis County, Texas.
- l. Perpetual, non-exclusive access easement granted to Travis County, Texas, a political subdivision of the State of Texas, recorded in Document No. 2005007775, Official Public Records of Travis County, Texas.
- m. Terms, Conditions and Stipulations of that one certain Notice of Settlement Agreement between Nootsie, Ltd., GCA Nootsie GP, L.L.C., and Pohl, Brown & Associates, Inc., Pohl Brown & Brown II, and William B. Pohl, dated May 5, 2006, recorded in Document No. 2006083629, Official Public Records of Travis County, Texas.
- n. Title to all oil, gas and minerals and other elements not constituting part of the surface estate in the above described property, together with all rights, privileges and immunities relating thereto.
- o. **Any portion** of subject property lying within the right-of-way of any road, public or private.
- p. **Rights of tenants** in possession, as tenants only, under any unrecorded leases or rental agreements.
- q. **Easements, or claims** of easements, which are not recorded in the public records. (Owners Policy only).

- r. **Those liens** created at closing, if any, pursuant to your instructions.

- s. **Rights of parties in possession.** (Owner Policy only.)

SCHEDULE C

Your policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us, and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land.
 - (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. The Company will amend item 2 on Schedule "B" (known as the "Survey Exception") to delete all language except for "shortages in area", subject to satisfaction of the following requirements: (i) receipt of a current survey acceptable to the Company; and, (ii) payment of all expenses in connection with the survey; and, (iii) payment of the additional promulgated premium if this coverage is requested on an owner policy; and, (iv) the inclusion of additional exceptions, and/or the addition of promulgated express insurance language, on Schedule "B" as deemed necessary by the Company following its review of the survey.

6. As to the Mortgage policy only, upon satisfactory proof of payment of all taxes, and upon payment of appropriate premium, Item 5, Schedule B, may, upon request of lender, be amended to read in its entirety: "STANDBY FEES, TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR THE YEAR 2007 AND SUBSEQUENT YEARS, BUT NOT THOSE TAXES OR ASSESSMENTS FOR PRIOR YEARS BECAUSE OF AN EXEMPTION GRANTED TO A PREVIOUS OWNER OF THE PROPERTY UNDER SECTION 11.13, TEXAS TAX CODE, OR BECAUSE OF IMPROVEMENTS NOT ASSESSED FOR A PREVIOUS YEAR. THE COMPANY INSURES THAT STANDBY FEES, TAXES AND ASSESSMENTS FOR THE YEAR 2007 ARE NOT YET DUE AND PAYABLE".

7. **We are to be** furnished with a survey, complete with the correct metes and bounds description of the subject property, made by a Licensed Public Surveyor of the State of Texas, suitable to this Title Company. When same is submitted it is to be returned to your examiner for inspection and approval.

8. **Obtain copy** of Partnership Agreement of Nootsie, Ltd., and return to Examination Department in order to determine who may sign. In absence of such agreement, all parties must execute instruments.

9. Ascertain who is authorized to act on behalf of Travis County.

10. "The policy(ies) anticipated by this Commitment contain provisions relative to the use of Arbitration in the settlement of claims. These provisions may be deleted without cost upon written request by the insured prior to the issuance of the policy(ies).

11. Note to all Buyers, Sellers, Borrowers, Lenders and all parties having a vested interest in the transaction covered by this Commitment. The following constitutes a MAJOR CHANGE in the procedures and requirements for disbursement of funds by the Title Agent pursuant to this transaction: Effective August 1, 1988, the State Board of Insurance has adopted Procedural Rule P-27 which will require that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund account. "Good Funds" is defined as; (1) Cash or Wire Transfers; (2) Certified funds, including certified checks and cashiers checks; (3) Uncertified funds in amounts less than \$1,500.00, including checks, travelers checks, money orders and negotiable orders of withdrawal; provided multiple items shall not be used to avoid the \$1,500.00 limitation; and (4) Uncertified funds in amounts of \$1,500.00 or more, drafts, and any other item when collected by the Financial Institution. For the benefit of all parties, The Company has adopted a policy that uncertified funds, in the aggregate, may not exceed the sum of \$500.00.

FIDELITY NATIONAL TITLE AGENCY, INC.

By: _____
Bobbie Irwin

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE D

Pursuant to the requirements of Procedural Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are Directors and/or Officers of FIDELITY NATIONAL TITLE INSURANCE COMPANY:

Table with 2 columns: OFFICERS and DIRECTORS. Lists names and titles for Alan L. Stinson, Raymond R. Quirk, Joseph W. Grealish, Anthony J. Park, Patrick G. Farenga, and Todd C. Johnson.

Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc. and Fidelity National Title Group, Inc. owns 100% of Chicago Title and Trust Company and Chicago Title and Trust Company owns 100% of Fidelity National Title Insurance Company.

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment: Dallas-Fidelity National Title Agency, Inc. d/b/a Fidelity National Title Agency, Inc. (hereinafter referred to as "Fidelity"):

The following individuals are Directors and/or Officers of Fidelity:

Table with 2 columns: OFFICERS and DIRECTORS. Lists names and titles for Raymond R. Quirk, Darryl J. Tyson, James R. Herleman, Alan L. Stinson, Patrick G. Farenga, and Todd C. Johnson.

UTC Capital Group, Inc. owns 100% of Fidelity, and Fidelity National Title Insurance Company owns 100% of UTC Capital Group, Inc.

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this Commitment relates. Upon your request, such disclosure will be made for you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium * is:

Table listing premium components: Owner Policy, Mortgagee Policy, Endorsement Charges, Other, and TOTAL, with corresponding dollar amounts.

Of this total amount \$ _____ % will be paid to the policy issuing Title Insurance Company; \$ _____ / 15 % will be retained by Fidelity; and the remainder of the estimated premium will be paid to other parties as follows:

Table with 3 columns: AMOUNT, TO WHOM, and FOR SERVICE. Shows dollar amounts and lines for distribution of premium.

* The estimated premium is based upon information furnished to us as of the date of this Commitment For Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance. This Commitment is invalid unless the insuring provisions and Schedule A, B and C are attached.

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the State Board of Insurance by calling Fidelity National Title Insurance Company at 1-800-321-2316 or by calling the title insurance agent that issued the Commitment. The State Board of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

-Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey or comply with other requirements of the Company. On the Owner Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company or if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

-Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$1,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The Arbitration provision in the Policy is as follows:

"Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to the Policy, and service of the Company in connection with its issuance or the breach or a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less SHALL BE arbitrated at the request of either the Company or the Insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity). All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the rules in effect at the Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request."

I request deletion of the Arbitration provision.

NAME

DATE

INFORMATION NOTICE

**FOR INFORMATION, OR TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELEPHONE NUMBER**

1-800-654-7041

**ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT OF INSURANCE
AT**

1-800-252-3439

to obtain information on:

1. Filing a complaint against an insurance company or agent;
2. Whether an insurance company or agent is licensed;
3. Complaints received against an insurance company or agent;
4. Policyholders rights, and
5. A list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

**P.O BOX 149104
AUSTIN, TEXAS 78714-9104
PHONE NO. (512) 475-1771**

Fidelity National Financial Group of Companies- Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information (Personal Information), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- ! From applications or other forms we receive from you or your authorized representative;
- ! From your transactions with, or from the services being performed by, us, our affiliates, or others;
- ! From our internet web sites;
- ! From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- ! From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- ! to agents, brokers or representatives to provide you with services you have requested;
- ! to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- ! to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

WARRANTY DEED

GT
January 2005
EXECUTED this 12 day of December 2004.

GRANTOR:

NOOTSIE, LTD.
A Texas limited partnership

By: 

William B. Pohl
President, Pohl, Brown &
Associates, Inc.
President, Pohl, Brown & Brown
II, Inc.
General Partners

By: _____

David E. Castilla
President, GCA Nootsie GP, LLC
General Partner

EXECUTED this 1st day of ~~December~~ January 2005.

GRANTOR:

NOOTSIE, LTD.
A Texas limited partnership

By: _____
William B. Pohl
President, Pohl, Brown &
Associates, Inc.
President, Pohl, Brown & Brown
II, Inc.
General Partners

By:  _____ Paul Vanyerschen
David E. Castilla by authorization
President, GCA Nootsie GP, LLC of.
General Partner

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the 12 day of January, ~~2005~~ 2004, on behalf of said corporations and said limited partnership.



Gina M. Tingley
NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me, the undersigned authority, by David E. Castilla, as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said limited liability company and said limited partnership.

NOTARY PUBLIC - State of TEXAS

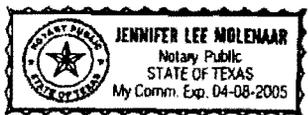
STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said corporations and said limited partnership.

NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF Travis *

This instrument was acknowledged before me, the undersigned authority, by ^{Paul Vangrieken,} ~~David E. Castilla,~~ as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the 14th day of January, 2004, on behalf of said limited liability company and said limited partnership.



Jennifer Lee Molemaar
NOTARY PUBLIC - State of TEXAS

Chaparral

EXHIBIT "A"

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

120.622 ACRE (TRACT I)
NOOTSIE, LTD.

A DESCRIPTION OF 120.622 ACRES OUT OF THE A. E. LIVINGSTON SURVEY NO. 455, THE G. H. PHILLIPS SURVEY NO. 14 (ALSO KNOWN AS THE J. L. PETERSON SURVEY NO. 14), AND THE SAMUEL BLAKEY SURVEY NO. 32, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 155.992 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO NOOTSIE, LTD. DATED MARCH 4, 1993 AND RECORDED IN VOLUME 11935, PAGE 1373 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 10968, PAGE 905 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 16.873 TRACT DESCRIBED IN A WARRANTY DEED TO NOOTSIE, LTD. DATED JANUARY 13, 1989 AND RECORDED IN VOLUME 10968, PAGE 919 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 120.622 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with cap set in the curving west right-of-way line of R.M. 620 North (150' right-of-way), being the east line of the said 155.992 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 318+93.6 bears South 24°12'37" West, a chord distance of 460.19 feet;

THENCE North 54°29'42" West, departing the west right-of-way line of R. M. 620 North, over and across the 155.992 acre tract, and in part along the northeast line of a 1.828 acre tract described in a Special Warranty Deed to Nootsie, Ltd. dated August 17, 1989 and recorded in Volume 11006, Page 861 of the Real Property Records of Travis County, Texas, at a distance of 119.12 feet passing a 1/2" rebar found at a point of curvature in the northeast line of the said 1.828 acre tract, at a distance of 287.71 feet passing a 1/2" rebar found at the northwest corner of the 1.828 acre tract, and continuing for a total distance of 880.20 feet to a 1/2" rebar with cap set and the **POINT OF BEGINNING**, being in the west line of a 100' wide electric easement conveyed to Pedernales Electric Cooperative, Inc. dated December 12, 1956 and recorded in Volume 1793, Page 395 of the Deed Records of Travis County, Texas;

THENCE South 19°58'54" West, continuing over and across the 155.992 acre tract, along the west line of the said electric easement, a distance of 1766.75 feet to a 1/2" rebar with cap set in the southwest line of the 155.992 acre tract, at the common northerly corner of Lots 1 and 2, Block A, Resubdivision of Grandview Hills Section 14, a subdivision in Travis County, Texas, according to the map or plat thereof,

recorded under Document No. 200200032 of the Official Public Records of Travis County, Texas, from which a nail found in concrete near a fence corner bears South 47°19'37" East, a distance of 55.13 feet;

THENCE departing the west line of the said electric easement, along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 2, the following two (2) courses and distances:

1. North 47°19'37" West, a distance of 410.05 feet to a nail found in concrete near a fence corner;
2. North 20°48'51" West, a distance of 409.30 feet to a nail found in concrete at the common north corner of said Lot 2 and Lot 4, Block A, Grandview Hills Section 11B, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000285 of the Official Public Records of Travis County, Texas;

THENCE continuing along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 4, the following three (3) courses and distances:

1. North 36°35'20" West, a distance of 896.66 feet to a 1/2" rebar found near a fence corner;
2. North 36°32'08" West, a distance of 29.88 feet to a nail found in a fence post at a fence corner;
3. North 14°50'49" West, a distance of 16.41 feet to a 1/2" iron pipe found near a fence corner;

THENCE North 50°25'14" West, continuing along southwest line of the 155.992 acre tract, in part with northeast line of Lot 4, in part with the southwest line of the said 16.903 acre tract, and in part with the a northeast line of Lot 1, Block A, Grandview Hills Section 13, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000235 of the Official Public Records of Travis County, Texas, at a distance of 64.98 feet passing a calculated point for the south corner of the 16.903 acre tract, at a distance of 157.60 feet passing a nail found at the common corner the aforementioned Lot 1 and said Lot 4, and continuing along a northeast line of the aforementioned Lot 1 for a total distance of 1362.07 feet to a 1/2" rebar found at an angle point;

THENCE along the common line of the 155.992 acre tract and the aforementioned Lot 1, the following seven (7) courses and distances:

1. North 5°55'49" East, at a distance of 491.80 feet passing a calculated point for the northwest corner of the 16.903 acre tract, and continuing for a total distance of 804.31 feet to a 1/2" rebar found;
2. South 60°42'35" East, a distance of 99.81 feet to a 1/2" iron pipe found;
3. South 63°31'28" East, a distance of 253.66 feet to a 1/2" rebar found;
4. North 74°49'39" East, a distance of 17.79 feet to a 1/2" iron pipe found;
5. South 89°43'41" East, a distance of 1305.91 feet to a 1/2" iron pipe found;
6. North 60°31'27" East, a distance of 3.95 feet to a 1/2" iron pipe found;
7. North 56°41'04" East, a distance of 311.23 feet to a 1/2" rebar found at the east corner of the aforementioned Lot 1, being the south corner of a 141.69 acre tract described in a Special Warranty Deed and Quit Claim As To Related Property to the County of Travis dated January 26, 2001 and recorded under Document No. 2001013575 of the Official Public Records of Travis County, Texas;

THENCE continuing along the northwest line of the 155.992 acre tract, being the south line of an apparent gap between the 155.992 acre tract and the said 141.69 acre tract, the following two (2) courses and distances:

1. North 60°00'08" East, a distance of 197.19 feet to a 1/2" rebar with cap set;
2. North 56°13'16" East, a distance of 492.98 feet to a 1/2" iron pipe found at the west corner of a 19.494 acre tract described in a Warranty Deed to Wiggers Real Estate Partnership, Ltd. dated December 23, 2002 and recorded under Document No. 2002251946 of the Official Public Records of Travis County, Texas, from which a 1" iron pipe found at an angle point in the common line of the said 19.494 acre tract and the 141.69 acre tract bears North 70°25'55" East, a distance of 80.00 feet;

THENCE South 34°46'48" East, along the northeast line of the 155.992 acre tract, being the southwest line of the 19.494 acre tract, a distance of 863.80 feet to a 1/2" rebar with cap set in the west line of the said electric easement, from which a 1/2" rebar found at an angle point in the east line of the 155.992 acre tract, in the west line of an 11.722 acre tract described in a General Warranty Deed to Nootsie, Ltd. dated December 18, 1992 and recorded in Volume 11948, Page 4104 of the Real Property Records of Travis County, Texas bears South 34°46'48" East, a distance of 211.92 feet;

THENCE over and across the 155.992 acre tract, South 19°58'54" West, along the west line of the electric easement, a distance of 1170.93 feet to the **POINT OF BEGINNING**, containing 120.622 acres of land, more or less.

Surveyed on the ground November 4, 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 454-001-BD2.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



11-17-04

EXHIBIT B
To Warranty Deed
PERMITTED EXCEPTIONS

This conveyance is made subject to the following liens, restrictions, covenants, reservations, conditions, and easements:

1. Restrictive covenants recorded in Volume 7186, Page 183 and Volume 8418, Page 341 of the Real Property Records of Travis County, Texas;
2. Easement for electric transmission and/or distribution lines executed by Smith W. Ligon and wife, Nellie S. Ligon, to Pedernales Electric Cooperative, Inc., dated March 18, 1956, recorded in Volume 1793, Page 395 of the Real Property Records of Travis County, Texas;
3. An easement for ingress and egress, as set out in instrument dated August 19, 1988, recorded in Volume 10760, Page 1089 of the Real Property Records of Travis County, Texas;
4. Mineral interest, as described in instrument executed by Selwyn Waverley Ligon, Richard Leon Scott, Joyce Scott Wells and Richard Langford Scott to Virginia Ligon Scott, dated December 10, 1983, recorded in Volume 8418, Page 551 of the Real Property Records of Travis County, Texas;
5. Mineral and/or royalty interest, as described in instrument executed by Richard Leon Scott and wife, Virginia Ligon Scott to Richard Langford and wife, Cindy B. Scott, dated December 30, 1983, recorded in Volume 8418, Page 653 of the Real Property Records of Travis County, Texas;
6. Overhead utility lines with poles and guys traversing the subject property as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004;
7. Encroachment of the septic tank, wood barn, well on concrete and 1 story rock and wood house over the 60 foot wide access easement traversing the subject property as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004;
8. Protrusion of the fences over the northerly most property lines as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004.

EXHIBIT C
To Warranty Deed
ADDITIONAL TERMS & CONDITIONS

BASIS FOR CALCULATING REIMBURSABLE COST: In the event Travis County fails to fully comply with the terms and conditions for long-term conservation set forth in Regional Permit #PRT-788841, after having been given written notice of such alleged failure and a reasonable opportunity to cure the same, the property acquired with an Endangered Species Act's Section 6 grant from the FWS, and the dollars used as a match for the grant shall be subject to transfer, replacement, or repayment proportionally to the United States in accordance with A, B, and C, below, as per instructions from FWS, the awarding agency:

- A. Transfer to the United States an undivided pro-rata share of the affected real property. Subsequent disposition of the affected real property will be subject to negotiations between the County and Texas Parks and Wildlife Department ("TPWD"). The intent of the negotiations shall be to ensure that both the County and TPWD receive a share of the real property that is proportionate, as nearly feasible, to their share of the funds used to purchase such real property; or
- B. Provide the FWS with real property that is of equal value agreed upon by the County and TPWD and will serve the purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or acquire title to and manage real property that is of equal value agreed upon by the County and TPWD and will serve the same purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or
- C. Repay to the FWS, on terms and conditions satisfactory to the FWS, in cash, the proportionate share of the funds of the original purchase price, or if greater, of a newly determined value based on the current fair market value of the land, or some other method of valuation mutually agreed upon by the County and TPWD.

Return to:

 **LandAmerica
Commonwealth**
LandAmerica Commonwealth Title of Austin
Commercial Services
1717 W. 6th Street, Suite 100
Austin, TX 78703

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jan 14 04:52 PM

2005007774

EVANSK \$0.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

EXCEPTIONS

SCHEDULE B

JAN 19-84 4286 * 9:00

SCOMDR.1
12/08/83

905

MODIFICATION OF DEED RESTRICTIONS

3 53 2326

WE, SELWYN WAVERLY LIGON, VIRGINIA LIGON SCOTT, RICHARD LEON SCOTT,
and JOYCE SCOTT WELLS, as Owners of 88 acres out of the J. L. Peterson
Survey #14, Abstract 2555, and the Samuel Blakey Survey #32 in Travis
County, Texas, more particularly described by metes and bounds on the
attached Exhibit "A" ("the Property"), representing all of the remaining
Grantors, as that class of persons is defined by the Deed Restrictions
recorded in Volume 7186, Page 183 of the Deed Records of Travis County,
Texas, unanimously agree and approve, in accordance with the criteria set
out in those Restrictions, modification of the Deed Restrictions on the
Property. From the date of this instrument, only the following
restrictions, covenants and reservations shall be deemed covenants running
with the land, binding upon ourselves and all future Owners, and the above-
referenced Restrictions are wholly replaced by these:

"Owner" shall mean all persons or entities who may hereafter hold any
right, title or interest in the property, or any part of it, or any
subdivided tract, (including a purchaser under any Contract For Deed), and
their heirs, executors, administrators, successors and assigns.

So that the property may be developed in an orderly fashion, to
preserve so far as practical the natural beauty of the property, to protect
the surrounding environment, to insure the best and highest use and most
appropriate development of the property, and to guard against the erection
of poorly designed or proportioned structures using improper or unsuitable
materials, the following restrictions, covenants and reservations are now
placed upon the property:

1. No shanty, mobile home, trailer, tent, shack, garage, barn, or
other outbuilding shall be used on the property as a residence, either
temporarily, or permanently. All residences erected on the property shall
be of a new construction and materials, and no buildings used for
residences may be primarily constructed of tin, iron or metal.

2. No part of the property shall be used or maintained as a dumping
ground; no trash, garbage, or other disposal matter shall be deposited or
stored on any premises; and all garbage, or other disposal matter shall be
deposited or stored on any premises; and all garbage, trash, and other
disposal matter shall be promptly burned, buried, or hauled away (all
incinerators or other equipment for the storage or disposal of such refuse

DEED

Travis County, Texas

1

8418

341

shall be kept in a clean and sanitary condition).

3 53 2327
3. No display or sale of junk, or used or abandoned automobiles shall be allowed on the subject property. No boats, trucks or vehicles shall be stored or kept for the purpose of repair on any of the property or roads, except in enclosed garages or storage facilities protected from view.

4. Domesticated livestock or fowl of all types may be kept, except that swine are completely prohibited.

5. It is expressly provided that the flow of surface water may be impounded only for recreational, animal husbandry, or agricultural pursuits. Each owner will take such precautions as are necessary to prevent contamination or waste of water. No dams or other structures shall be built which shall unreasonably impound, divert or impede the flow of water from its natural course.

6. No activity shall be allowed that shall constitute a public or private nuisance. No noxious or offensive activity shall be carried on or maintained on the property, nor shall anything be done or permitted to be done thereon which may be or may become an annoyance to adjoining property owners.

7. The invalidation of any one or more of these restrictions or covenants shall in no way affect or alter any remaining covenant or restriction which shall remain in full force and effect, and such covenants and restrictions shall be construed as covenants running with the land and enforceable either by law or in equity, and shall be binding upon the present owners, their heirs, legal representatives, and assigns, and upon any later Owners, their heirs, legal representatives, and assigns. Acquiescence in any violation shall not be deemed a waiver of the right to enforce these restrictions at a later date upon recurrence of the violation, nor shall acquiescence of any specific violated restriction be deemed a waiver of enforcement of any unviolated restriction.

8. Any present or future Owner of the property, and any present or future owner of adjoining land, shall have the right to enforce, by any proceeding at law or in equity, all restrictions imposed pursuant to the provisions of this instrument and to recover, as damages for the breach, all expenses of enforcement, including attorney's fees in addition to any other remedies available under enforcement proceedings.

EXECUTED this the 10 day of December 1983.

3 53 2328

Selwyn Waverley Ligon
SELWYN WAVERLEY LIGON

Virginia Ligon Scott
VIRGINIA LIGON SCOTT

Richard Leon Scott
RICHARD LEON SCOTT

Joyce Scott Wells
JOYCE SCOTT WELLS

THE STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 10th day of December, 1983, by SELWYN WAVERLEY LIGON.

My Commission Expires:
6/13/85

Patricia Williams
PATRICIA WILLIAMS (Print Name)
Notary Public in and for Texas.

THE STATE OF TEXAS
COUNTY OF TRAVIS

NOTARY SEAL

This instrument was acknowledged before me on this the 10 day of December, 1983, by VIRGINIA LIGON SCOTT.

My Commission Expires:
6/13/85

Patricia Williams
PATRICIA WILLIAMS (Print Name)
Notary Public in and for Texas.

THE STATE OF TEXAS
COUNTY OF TRAVIS

NOTARY SEAL

This instrument was acknowledged before me on this the 10 day of DECEMBER, 1983, by RICHARD LEON SCOTT.

My Commission Expires:
6/13/85

Patricia Williams
PATRICIA WILLIAMS (Print Name)
Notary Public in and for Texas.

THE STATE OF TEXAS
COUNTY OF BEKAR

NOTARY SEAL

This instrument was acknowledged before me on this the 13th day of December, 1983, by JOYCE SCOTT WELLS.

My Commission Expires:
9/2/87

Donette Davidson
Donette Davidson (Print Name)
Notary Public in and for Texas.
My Commission Expires
Notary Public, State of Texas
Donette Davidson

NOTARY SEAL

8418 343

3 20 5358

8418 344

DAVID S. STUBBS
COUNTY CLERK
TRAVIS COUNTY, TEXAS



JAN 18 1964

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me, and was duly
RECORDED in the Volume and Page of the PUBLIC RECORDS
of Travis County, Texas, as stamp hereon by me, on

8418 341

NOTARY SEAL

Return

STEWART TITLE CO.
812 San Antonio St.
Austin, Texas 78701

National Closing Div.
GF # 8311229
Attn: PATTY DUNN

RETURN TO: STC

INDEXED

NOTARY SEAL

DAVID S. STUBBS
COUNTY CLERK
TRAVIS COUNTY, TEXAS

1964 JAN 18 PM 3 44

FILED

3 53 2329

NOTARY SEAL

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

395

THAT SMITH W. LIGON & WIFE LILLIE E. and

Travis County, Texas, for and in consideration of ONE DOLLAR (\$1.00) to us (us) in hand paid by FEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Cooperative, over, across and upon the following described lands located in Travis County, Texas, to-wit:

All that certain tract or parcel of land lying and situated in Travis County, Texas, being 428.74 acres of land, more or less, out of the J. L. Peterson Survey No. 74, Abst. No. 2555, the W. B. D. Smith Survey, Abst. No. 700, the E. A. Livingston Survey No. 455, Abst. No. 478, and the Samuel Blakey Survey No. 32, as described in a deed from Simon D. Lewis et ux to Smith W. Ligon, dated October 25, 1954, and recorded in Vol. 1563 and pages 42-45 of the Deed Records of Travis County, Texas.

This easement shall consist of a strip of land one hundred feet wide along the following described centerline:

Beginning at the point of entrance in Grantor's N. line approximately 350 ft. N. 60 W. from the N.E. corner of the said J. L. Peterson Survey in the West line of the E. A. Livingston Survey; Thence S. 21° 00' W. with said centerline as established on the ground approximately 5,802 ft. to the point of exit in Grantor's S. line approximately 1010 ft. N. 60 W. from Grantor's S.E. corner in the W. line of State Farm Road No. 620.

said location is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; 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 the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hand(s) this 17 day of December 1956

Smith W. Ligon
Lillie E. Ligon

THE STATE OF TEXAS)

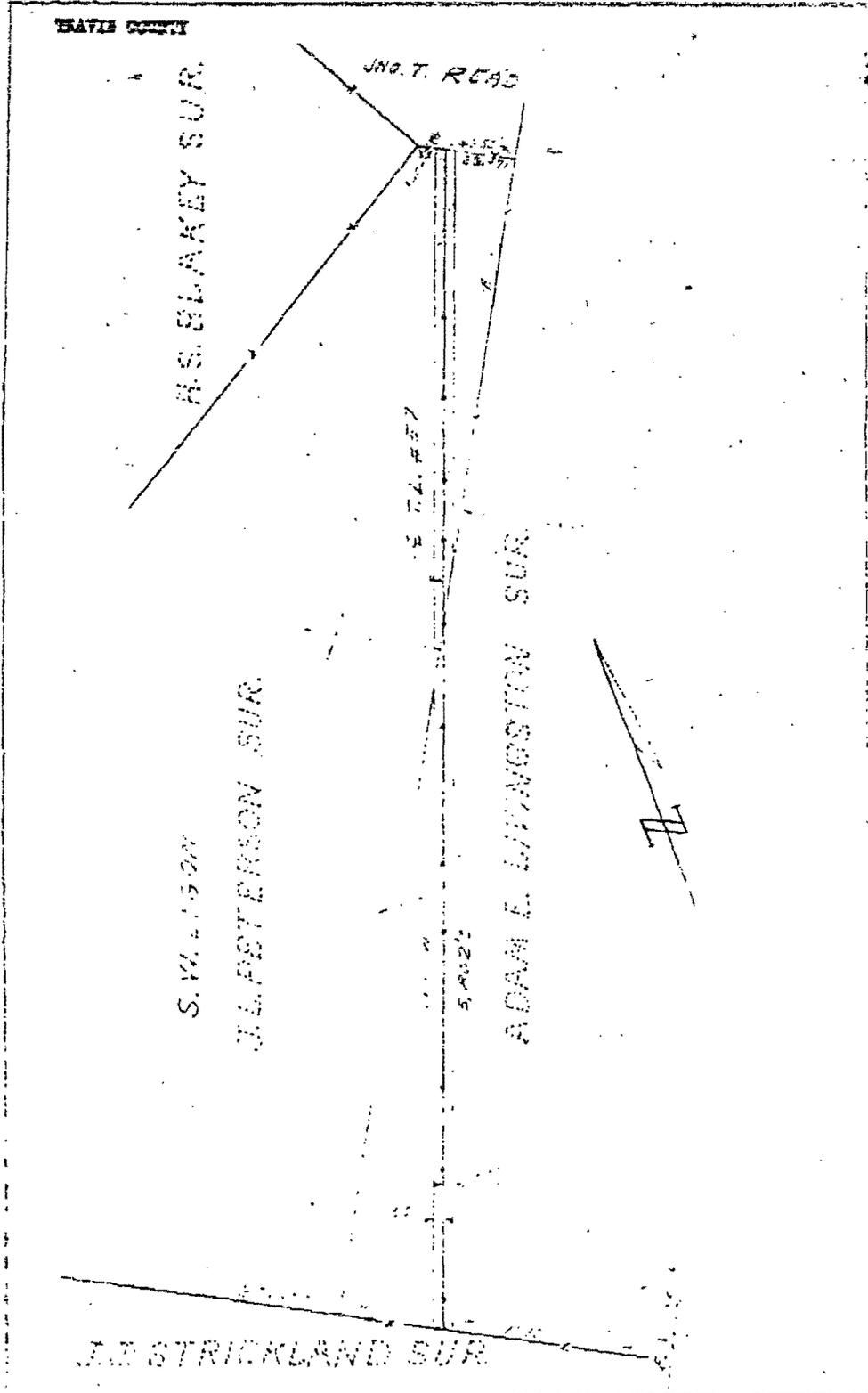
COUNTY OF Tarrant)BEFORE ME, Robert F. Standy a Notary Public in and
for Tarrant County, Texas, on this day personally appearedSmith H. Ryanknown to me to be the person (s) whose name is (are) subscribed to the fore-
going instrument, and acknowledged to me that he executed the same for
the purposes and consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day ofNovember, 1956Robert F. Standy
Notary Public Tarrant County,
Texas.

THE STATE OF TEXAS)

COUNTY OF Tarrant)BEFORE ME, Robert F. Standy a Notary Public in and
for Tarrant County, Texas, on this day personally appearedJulia wife of Smith H. Ryan
known to me to be the person whose name is subscribed to the foregoing instru-
ment, and having been examined by me privily and apart from her husband, and
having the same fully explained to her, she, the said Julia,
acknowledged such instrument to be her
act and deed, and declared that she had willingly signed the same for the pur-
poses and consideration therein expressed and that she did not wish to retract
it.GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14 day ofNovember, 1956Robert F. Standy
Notary Public Tarrant County,
Texas.

TRAVIS COUNTY

397



FEDERALER ELECTRIC COOPERATIVE, INC.
JUNCTION CITY, TEXAS
TRANSMISSION LINE EASEMENT PLAT
EXHIBIT A

LINE NO. 57 FROM MARSHALL FORD TO WHITESTONE EASEMENT NO. 11

SCALE: 1"=600' DATE Nov. 1956 GRANTOR SMITH W. LIGON & WIFE LILLIE B.

Filed for Record March 20, 1957 at 8 A.M. Recorded March 21, 1957 at 12:15 P.M.

14/9/79

13.00
Jenny

EXCHANGE DEED

~~2-13-8929~~ 7131 * 15.00

2-13-8929

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Richard Leon Scott, Connie Scott Cline and Joyce Scott Wells are each vested with a one-sixteenth (1/16th) undivided interest in sixty-four (64) acres, and Virginia Ligon Scott is vested with a Six-Sixteenth (6/16) interest in the same 64 acres which is out of the Samuel Blakey Survey #32 and the J. L. Peterson Survey #14 in Travis County, Texas, obtained by means of a gift deed executed by Smith Waverly Ligon and wife, Lillie Speed Ligon, in December of 1973 (being more particularly described in such deed recorded at Volume 4770, Page 2322; and later corrected by deeds at Vol. 4794, Page 1914 and again at Vol. 5258, Page 2326 of the Travis County Deed Records);

AND WHEREAS, Richard Leon Scott, Connie Scott Cline, Joyce Scott Wells and Virginia Ligon Scott are each vested with a one-fifth (1/5th) undivided interest in twenty (20) acres of land out of the J. L. Peterson Survey #14, Abstract #2555 in Travis County, Texas, (more particularly described by deed recorded at Vol. 4863, Page 2025, in the Travis County Deed Records), and

WHEREFORE, it is the desire of the undersigned parties to exchange their several like-kind properties which the parties agree are of equal value and character, so that Richard Leon Scott transfers his one-sixteenth (1/16) undivided interest in 64 acres in return for Connie Scott Cline's one-fifth (1/5) undivided interest in Twenty (20) acres, and Joyce Scott Wells transfers her one-fifth (1/5) undivided interest in twenty (20) acres in return for one-sixth (1/6) of Virginia Ligon Scott's six-sixteenth (6/16) undivided interest in 64 acres, NOW THEREFORE:

I, Richard Leon Scott, in consideration for the receipt of Connie Scott Cline's one-fifth (1/5) undivided interest in twenty (20) acres described by the deed references set forth above, have granted, exchanged and conveyed, and by these presents to grant, exchange and convey unto Connie Scott Cline as her separate property and estate,

2-13-8930

my one-sixteenth (1/16) undivided interest in 64 acres of land which are also more particularly described by the deed references set forth above;

To have and to hold the one-sixteenth (1/16) undivided interest together with all improvements thereon, and together with all and singular the rights and appurtenances pertaining to the property, including the right of ingress and egress over any visible or apparent roads, or rights-of-way to Connie Scott Cline, and to her heirs and assigns forever.

I Connie Scott Cline, in consideration for the receipt of Richard Leon Scott's one-sixteenth (1/16) undivided interest in sixty-four (64) acres described by the deed references set forth above, have granted, exchanged and conveyed, and by these presents to grant, exchange and convey unto Richard Leon Scott, as his separate property and estate, my one-fifth (1/5) undivided interest in twenty (20) acres of land which are also more particularly described by the deed references set forth above;

To have and to hold the one-fifth (1/5) undivided interest, together with all improvements thereon, and together with all and singular the rights and appurtenances pertaining to the property, including the right of ingress and egress over any visible or apparent roads, or rights-of-way to Richard Leon Scott, and to his heirs and assigns forever.

I Joyce Scott Wells, in consideration for the receipt of Virginia Ligon Scott's one-sixth (1/6) of her undivided six-sixteenth (6/16) interest in sixty-four (64) acres, described by the deed references set forth above have granted, exchanged and conveyed, and by these presents do grant, exchange and convey unto Virginia Ligon Scott, as her separate property and estate, my one-fifth undivided interest in twenty acres of land which are also more particularly described by the deed references set forth above;

6754 1444

2-13-8931

To have and to hold the above described interest, together with all improvements thereon, and together with all and singular the rights and appurtenances pertaining to the property, including the right of ingress and egress over any visible or apparent roads, or rights-of-way to Virginia Ligon Scott and to her heirs and assigns forever.

I, Virginia Ligon Scott, in consideration for the receipt of Joyce Scott's Wells' undivided one-fifth (1/5) interest in twenty (20) acres described by the deed references set forth above, have granted, exchanged and conveyed, and by these presents do grant, exchange and convey unto Joyce Scott Wells as her separate property and estate. a one-sixth (1/6) of my undivided six-sixteenth (6/16) interest in sixty-four (64) acres of land which are more particularly described by the deed references set forth above;

To have and to hold one-sixth (1/6) of the undivided six-sixteenth (6/16) interest, together with all improvements thereon, and together with all and singular the rights and appurtenances pertaining to the property, including the rights of ingress and egress over any visible or apparent roads, or rights-of-way to Joyce Scott Wells, and to her heirs and assigns forever.

Thus, the respective undivided interest of the parties herein relative to the sixty-four (64) and twenty (20) acre tract of land are as follows: Richard Leon Scott is vested with a two-fifths (2/5) undivided interest in the twenty acres and no interest in the sixty-four (64) acres; Connie Scott Cline is vested with a two-sixteenth (2/16) undivided interest in the sixty-four (64) acres and no interest in the twenty (20) acres; Joyce Scott Wells is vested with a two-sixteenths (2/16) undivided interest in the sixty-four (64) acres and no interest in the twenty (20) acres; and Virginia Ligon Scott is vested with a five-sixteenths (5/16) undivided interest in the sixty-four (64) acres and two-fifths (2/5) interest in the twenty (20) acres.

6754 1445

2-13-8932

Each of the undersigned parties state that the exchange of undivided interests in the subject tracts of land are each of the parties' separate property and estate, and that no spouse has joined herein in that none of the subject property, or undivided interests in the subject property, constitutes any part of our homesteads.

We do hereby respectively bind ourselves, our heirs, executors and administrators to warrant and forever defend all and singular the said premises each to the other, his or her heirs and assigns, respectively, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to all restrictions, easements and reservations of record in the Travis County Clerk's Office to the extent that they may be in effect and enforceable; as well as the easement hereby granted for ingress and egress with the perpetual privilege of free and uninterrupted use, and liberty of passing in and along certain private pasture roads, crossing through the tracts of land which are the subject of this exchange (and which are clearly ascertainable and in constant use), the use and benefit in common to all parties named in this exchange deed, as well as all parties named as grantees in the above described sixth-four (64) and twenty (20) acre tracts, their invitees, their heirs and assigns.

IN WITNESS WHEREOF, we have set our hands this the 15th day of September, 1979.

Virginia Ligon Scott
Virginia Ligon Scott

Richard Leon Scott
Richard Leon Scott

Connie Scott Cline
Connie Scott Cline

Joyce Scott Wells
Joyce Scott Wells

2-13-8933

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority on this day personally appeared Virginia Ligon Scott, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of September, 1979.

NOTARY SEAL

EDWARD LIGON
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES 9/30/80

Edward Ligon
Notary Public in and for Travis County,
Texas

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority on this day personally appeared Richard Leon Scott, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of September, 1979.

NOTARY SEAL

9/30/80

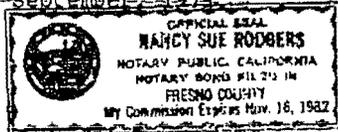
Edward Ligon
Notary Public in and for Travis County,
Texas

THE STATE OF CALIFORNIA I
COUNTY OF FRESNO I

BEFORE ME, the undersigned authority on this day personally appeared Connie Scott Cline, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of September, 1979.

NOTARY SEAL



Nancy Sue Rodgers
Notary Public in and for FRESNO County,
NANCY SUE RODGERS

THE STATE OF TEXAS I
COUNTY OF BEXAR I

BEFORE ME, the undersigned authority on this day personally appeared Joyce Scott Wells, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of September, 1979.

NOTARY SEAL

6754 1447

[Signature]
Notary Public in and for Bexar
County,

6754 1448

Charge to: Stewart, John Co.

Return to:

Ferguson & Ferguson

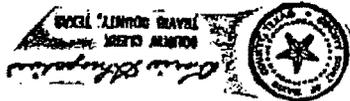
Suite 200

112 Main Avenue

Austin, Tex. 78761

Attn: Jeffrey Ferguson

[Handwritten mark]



OCT 17 1979

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the time stamped herein of me, and was duly
RECORDED, in the Volume and Page of the named RECORDS
of Travis County, Texas, as Stamped herein by me, on

2-13-8934

David Ferguson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

OCT 17 4 02 PM '79

FILED

2-13-8934

to the extent that those roads pass over the above-described 44
 private pasture roads previously designated as access and roadway
 have all of their right, title or interest in the common use of the
 Wells and Richard Langford Scott, release and quitclaim to Virginia Ligon
 Furthermore, Belwyn Hawley Ligon, Richard Leon Scott, Joyce Scott
 that they say to be in effect and enforceable.
 registrations of record in the Travis County Clerk's Office to the extent
 the same or any part of it, subject to all restrictions, easements and
 and assigns, against every person whosoever lawfully claiming or to claim
 singular the premises unto the Grantee, her heirs, personal representatives
 personal representatives and assigns to WALTER AND FOREVER HEIR AND ALL
 and assigns forever; and the Grantee bind themselves, their heirs,
 in anywise belonging to the Grantee, her heirs, personal representatives
 liable or apparent easements, rights-of-way and adjacent streets thereto
 including any right, title or interest for ingress and egress over any
 all and singular the rights and appurtenances pertaining to the property
 TO HAVE AND TO HOLD, the above described 44 acre tract together with
 Scott the acreage described in Exhibit "B";
 Richard Langford Scott GRANT, RELEASE, CONVEY AND CONVEY to Virginia Ligon
 and Belwyn Hawley Ligon, Richard Leon Scott, Joyce Scott Wells and
 Scott the acreage described in Exhibit "B";
 and bounds on the attached Exhibit "B";
 the 64 acre tract, the 44 acre tract being more particularly described by
 representatives and assigns, a fixed and ascertained 44 acre tract out of
 POSSIBLE AND KNOW, in severalty, to herself and to her heirs, personal
 surface interest in the 64 acres, Virginia Ligon Scott shall HAVE, HOLD,
 (1) In full satisfaction of Virginia Ligon Scott's 11/16th undivided

SUBJECT MATTER -

acres in the following manner:
 made, CONVEY, GRANT, CONVEY AND CONVEY to partially partition the 64
 we, in consideration for the mutual covenants and conveyances respectively
 particularly described by metes and bounds on the attached Exhibit "A", and
 out of the J. L. Peterson Survey Number 14, Abstract 2555, more
 comprising 64 acres of land out of the Beaman Highway Survey Number 32 and
 Joyce Scott Wells, and Richard Langford Scott hold in common real estate
 we, Belwyn Hawley Ligon, Richard Leon Scott, Virginia Ligon Scott,

PARTIAL EXCHANGE AND PARTITION DEED

RECORDED 12/09/83
 25.00 * 1.00
 12/09/83

3-53-2536

Handwritten notes:
 30
 12/09/83

acres (but not to so as extinguish the common roadway easements over the

remaining unpartitioned 20 acres).

MINERAL ACREAGE -

3 53 2537

(1) In full satisfaction of Virginia Lyon Scott's 13/32nd undivided

mineral interest in the 64 acres, Virginia Lyon Scott shall have, hold,

POSSESS AND ENJOY, in severalty, to herself and to her heirs, personal

representatives and assigns, a 13/32nd undivided mineral interest in the 44

acre tract described in Exhibit "B", in co-tenancy with Richard Leon Scott

and Richard Langford Scott.

(2) In full satisfaction of Richard Leon Scott's 3/32nd undivided

mineral interest in the 64 acres, Richard Leon Scott shall have, hold,

POSSESS AND ENJOY, in severalty, to himself and to his heirs, personal

representatives and assigns, a 3/32nd undivided mineral interest in the 44

acre tract described in Exhibit "B", in co-tenancy with Virginia Lyon Scott

and Richard Langford Scott.

(3) In partial satisfaction of Richard Langford Scott's 7/32nd

undivided mineral interest in the 64 acres, to the extent of 6/7th out of

his 7/32nd undivided interest, Richard Langford Scott shall have, hold,

POSSESS AND ENJOY, in severalty, to himself and to his heirs, personal

representatives and assigns, a 6/32nd undivided mineral interest in the 44

acre tract described in Exhibit "B", in co-tenancy with Virginia Lyon

Scott and Richard Leon Scott.

And Selwyn Rowley Lyon, Richard Leon Scott, Virginia Lyon Scott,

Joyce Scott Wells, and Richard Langford Scott (GAWT, KIRKAGE, COURTNEY AND

COURTNEY the respective mineral interests in the 44 acre tract as described

above;

TO HAVE AND TO HOLD together with all and singular the rights and

appurtenances pertaining to the mineral interests; and the Grantors bind

themselves, their heirs, personal representatives, and assigns to WARRANT

AND FOREVER DEFEND all and singular the entitlement onto the Grantees,

their heirs, personal representatives and assigns, against every person

whosoever lawfully claiming or to claim the same or any part of it,

subject to all restrictions, easements and reservations of record in the

DeWitt County Clerk's Office to the extent that they may be in effect and

enforceable.

THIS, Virginia Lyon Scott shall own 100 per cent of the surface

interest in the 44 acre tract described in Exhibit "B", and the mineral

interests in the 44 acre tract shall be held in co-tenancy by Virginia Ligon Scott (13/22th), Richard Leon Scott (3/22th) and Richard Langford Scott (6/22th). And furthermore, we COVENANT, GRANT, CONCLUDE AND AGREE 53 2538 that the surface ownership in the remaining 20 acres out of the original 64 acre tract will be held in co-tenancy by Selwyn Waverley Ligon (1/5th), Richard Langford Scott (2/5th) and Joyce Scott Wells (2/5th). The mineral interests in the remaining 20 acres will be held in co-tenancy by Selwyn Waverley Ligon (2/10th), Richard Langford Scott (1/10th) and Joyce Scott Wells (7/10th).

This partial exchange and partition in no way extinguishes or waives Selwyn Waverley Ligon's dominant right to designate the location and configuration of the acreage to which he would be entitled if and when the acreage remaining (the property described in the Deed and Real Estate Agreement recorded at Volume 7188, Page 1677, of the Travis County Deed Records, less the 44 acres partitioned out by this instrument), or any part of it, were to be partitioned in kind; but waives that right to this 44 acres.

Each of the undersigned Parties state that the exchange of undivided interests in the subject tracts of land are each of the Parties' separate property and estate, and that no spouse has joined herein, in that none of the subject property, or undivided interests in the subject property, constitutes any part of their homesteads.

EXECUTED the 10th day of December, 1983

Selwyn Waverley Ligon Richard Leon Scott
Selwyn Waverley Ligon Richard Leon Scott

Richard Langford Scott Joyce Scott Wells
Richard Langford Scott Joyce Scott Wells

Virginia Ligon Scott
Virginia Ligon Scott

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 10th day of December, 1983, by Selwyn Waverley Ligon.

My Commission Expires:

12/31/84

George R. Ferguson
George R. Ferguson Print Name
Notary Public In and for Texas

NOTARY SEAL

8418 554

NOTARY SEAL

My Commission Expires: 6/13/85

Patricia Williams
Notary Public in and for Texas.

This instrument was acknowledged before me on this 15th day of December, 1983, by Virginia Scott Lyon.

COUNTY OF TRAVIS
THE STATE OF TEXAS

My Commission Expires: 9/2/82
Notary Public, State of Texas
Annette Davidson

NOTARY SEAL

My Commission Expires: 9/2/87

Annette Davidson
Notary Public in and for Texas.

This instrument was acknowledged before me on this 13th day of December, 1983, by Joyce Scott Wells.

COUNTY OF TARRANT
THE STATE OF TEXAS

NOTARY SEAL

My Commission Expires: 6/13/85

Patricia Williams
Notary Public in and for Texas.

This instrument was acknowledged before me on this 10th day of December, 1983, by Richard Langford Scott.

COUNTY OF TRAVIS
THE STATE OF TEXAS

NOTARY SEAL

My Commission Expires: 6/13/85

Patricia Williams
Notary Public in and for Texas.

This instrument was acknowledged before me on this 10th day of December, 1983, by Richard Leon Scott.

COUNTY OF TRAVIS
THE STATE OF TEXAS

53 2539



FORREST B. SCOTT

REGISTERED PUBLIC SURVEYOR

2703 ZORN DRIVE • AUSTIN, TEXAS 78704

~~2-43-9345~~

3 53-2540

FIELD NOTES OF A SURVEY OF 64.00 ACRES OF LAND, BEING ALL OF TRACT IV OUT OF THE SAMUEL BLAKEY SURVEY # 32 AND A PORTION OF TRACT I OUT OF THE J. L. PETERSON SURVEY # 14, ABSTRACT # 2555, IN TRAVIS COUNTY, TEXAS, AS CONVEYED IN A DEED FROM SIMON D. LEWIS AND WIFE, MARGARET A. LEWIS, TO SMITH W. LIGON AND WIFE, LILLIE S. LIGON, AS RECORDED IN VOLUME 1563, PAGE 42, TRAVIS COUNTY DEED RECORDS, AS SURVEYED FOR S. W. LIGON BY FORREST B. SCOTT, REGISTERED PUBLIC SURVEYOR, AUSTIN, TEXAS.

BE BEGINNING at an iron stake at the Northeast corner of that 11.98 acre tract of land designated as Tract IV as conveyed in a deed from Simon D. Lewis and wife, Margaret A. Lewis; to Smith W. Ligon and wife, Lillie S. Ligon, as recorded in Volume 1563, Page 43, Travis County Deed Records, and from said beginning iron stake an iron stake at the most easterly corner of the Samuel Blakey Survey # 32 same being the Southwest corner of the W. A. King Survey, as found fenced and used upon the ground, bears

N. $58^{\circ}42'$ E. 311.65 feet,
N. $58^{\circ}52'$ E. 200.68 feet, N. $59^{\circ}24'$ E. 489.51 feet, N. $72^{\circ}41'$ E. 80.29 feet,
N. $58^{\circ}59'$ E. 422.36 feet, N. $60^{\circ}31'$ E. 256.15 feet and N. $58^{\circ}38'$ E. 242.36 feet;

THENCE S. $55^{\circ}39'$ W. 790.64 feet to a point;

THENCE S. $34^{\circ}36'$ E. 1049.58 feet to a point;

THENCE S. $15^{\circ}42'$ W. 850.90 feet to a point in the Northeast line of that 223.35 acre tract as shown in a Deed of Trust of record as Volume 3990, Page 1399, in the Deed of Trust Records of Travis County, Texas.

THENCE with the Northeast line of the said Travis Ecology, Inc. 223.35 acre tract, as found fenced and used upon the ground, courses numbered 1-9 inclusive, as follows:

- (1) N. $34^{\circ}36'$ W. 766.58 feet to a 60d nail in a 9 inch Cedar tree.
- (2) N. $12^{\circ}22'$ W. 16.40 feet to an iron stake;
- (3) N. $72^{\circ}48'$ W. 1531.32 feet to an iron stake,
- (4) N. $23^{\circ}44'$ W. 120.27 feet to an iron stake;
- (5) N. $21^{\circ}14'$ E. 510.89 feet to a 60d nail in a Cedar fence post.
- (6) N. $0^{\circ}13'$ E. 914.15 feet to an iron stake;
- (7) S. $58^{\circ}43'$ E. 584.64 feet to an iron stake;

RECORDING INFORMATION
ALL INFORMATION ON THIS PAGE WAS NOT
CHECKED AGAIN FOR SUBSEQUENT RECORDATION

EXHIBIT "A"

8418 555

44 AC.

EXHIBIT "B"

3 53 2542

BEING 44.00 ACRES OF LAND OUT OF THE J. L. PETERSON SURVEY NO. 14 AND THE SAMUEL BLAKEY SURVEY NO. 32 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT 64.00 ACRE TRACT OF LAND AS CONVEYED TO SELWYN WAVERLY LIGON, ET AL., BY CORRECTION DEED RECORDED IN VOLUME 525B, PAGE 2326, TRAVIS COUNTY DEED RECORDS, SAID 44.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the northwest corner hereof, being the northwest corner of the said Ligon tract;

THENCE with the north line of the said Ligon tract, the following two(2) courses and distances:

- (1) S58 43'E, 584.64 feet;
- and (2) S61 23'E, 120.26 feet to the northernmost northeast corner hereof;

THENCE continuing with the north line hereof, over and across the said Ligon tract, S34 36'00"E, 2234.36 feet to the east line of the said Ligon tract for the northeast corner hereof;

THENCE with the east line of the said Ligon 64.00 acre tract of land, S15 42'W, 415.42 feet to the southeast corner of the said Ligon tract and the southeast corner hereof;

THENCE with the south line of the said Ligon tract the following three(3) courses and distances:

- (1) N34 36'W, 766.58 feet;
- (2) N12 22'W, 16.40 feet;
- and (3) N72 48'W, 1531.32 feet to the southwest corner of the said Ligon tract and the southwest corner hereof;

THENCE with the west line of the said Ligon tract the following three(3) courses and distances:

- (1) N23 44'W, 120.27 feet;
- (2) N21 14'W, 310.89 feet;
- and (3) N00 13'W, 914.15 feet to the POINT OF BEGINNING hereof, containing 44.00 acres of land more or less.

MAYNIE & KALLMAN, INC.
AUSTIN, TEXAS

FILED

1984 JAN 18 PM 3:48

Doris Josephine
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the RECORDS of Travis County, Texas, as shown hereon by me, on

JAN 18 1984



Doris Josephine
COUNTY CLERK
TRAVIS COUNTY, TEXAS

8418 . 557

TO HAVE AND TO HOLD the above described premises, together with all rights and appurtenances thereto in anywise belonging, including any right of the Grantor to ingress and egress over any visible or apparent road or right-of-way appurtenant to the property, unto the Grantee, their heirs and assigns forever, and we do bind ourselves, our heirs, executors and administrators to maintain and preserve peace, quiet and undisturbed enjoyment unto the Grantee, their heirs and assigns, against every person whatsoever lawfully claiming or to claim the same or any part of it, subject to all restrictions, covenants and limitations of record in

TRACT II: A 1/2 (one-half) undivided interest in the surface only and a 5/12 (five-twelfths) undivided interest in all of the minerals, in 24 acres of land, more or less, out of the G. H. Phillips Survey No. 14, Abstract No. 2555, Patent No. 410, (also known as the J. L. Peterson Survey No. 14) in Travis County, Texas, and being the same property more fully described by metes and bounds in the attached field notes.

TRACT I: ALL of the surface estate and a 16/22 (sixteen-twenty-two) undivided interest in the mineral estate, in 44 acres of land, more or less, out of the Samuel Hixson Survey No. 32 and the G. H. Phillips Survey No. 14, Abstract No. 2555, Patent No. 410, (also known as the J. L. Peterson Survey No. 14) in Travis County, Texas, and being the same property more fully described by metes and bounds in the attached field notes.

following described real property in Travis County, Texas:

B. Scott, whose address is P.O. Box 25798, Austin, Texas 78755, the

DO GRANT, SELL AND CONVEY unto Richard Langford Scott and wife, Cindy

data herewith to Joyce Scott Wells, Trustee;

heretain retained, and is additionally secured by a deed of trust of even attorney's fees; the payment of which note is secured by the Vendor's Lien of maturity at the option of the holder in the event of default and for therein specified, containing the usual clauses providing for acceleration one or more), with payments as therein provided and bearing interest as the principal sum of \$168,000.00 payable to the order of Grantor (whether delivery by Grantor of one certain promissory note of even date herewith in is acknowledged, and the further consideration of the execution and underwritten paid by the Grantee (whether one or more), the receipt of which consideration of the sum of \$10.00 and other valuable consideration to the we, Richard Leon Scott and wife, Virginia Ligon Scott, for and in

3 53 2638

MARSHALL DEED WITH VENDOR'S LIES

12/27/83

1120

11/2

NOTARY SEAL

My Commission Expires: 9-4-85
 This instrument was acknowledged before me on this the 30 day
 of December, 1983, by Virginia Ligon Scott.
 David C. Huffcutt
 Notary Public in and for Texas.

COUNTY OF TRAVIS

THE STATE OF TEXAS

NOTARY SEAL

My Commission Expires: 9-4-85
 This instrument was acknowledged before me on this the 30 day
 of December, 1983, by Richard Leon Scott.
 David C. Huffcutt
 Notary Public in and for Texas.

COUNTY OF TRAVIS

THE STATE OF TEXAS

Virginia Ligon Scott
 Richard Leon Scott

EXPIRES THIS 30th DAY OF DECEMBER, 1983.

But it is expressly agreed that a Vendor's Lien, as well as the
 superior title in and to the above described premises, is retained against
 the above described property, premises and improvements until the above
 described note and all interest thereon are fully paid according to its
 face, tenor, effect and reading, when this deed shall become absolute.
 The current ad valorem taxes on the above described property have been
 prepaid, and all subsequent payments are assumed by the grantee.

3 53 2639

the Travis County Clerk's Office to the extent that they may be in effect and enforceable.

44 AC.

BEING 44.00 ACRES OF LAND OUT OF THE J. L. PETERSON SURV³ 53 2640
NO. 14 AND THE SAMUEL BLAKEY SURVEY NO. 32 IN TRAVIS COUNTY,
TEXAS, AND BEING A PORTION OF THAT 64.00 ACRE TRACT OF LAND AS
CONVEYED TO SELWYN WAVERLY LIGON, ET.AL., BY CORRECTION DEED
RECORDED IN VOLUME 5258, PAGE 2326, TRAVIS COUNTY DEED RECORDS,
SAID 44.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:

BEGINNING at the northwest corner hereof, being the
northwest corner of the said Ligon tract;

THENCE with the north line of the said Ligon tract, the
following two(2) courses and distances:

(1) S58 43'E, 584.64 feet;
and (2) S61 23'E, 120.26 feet to the northernmost northeast
corner hereof;

THENCE continuing with the north line hereof, over and
across the said Ligon tract, S34 36'00"E, 2234.36 feet to the
east line of the said Ligon tract for the northeast corner
hereof;

THENCE with the east line of the said Ligon 64.00 acre tract
of land, S15 42'W, 415.42 feet to the southeast corner of the
said Ligon tract and the southeast corner hereof;

THENCE with the south line of the said Ligon tract the
following three(3) courses and distances:

(1) N34 36'W, 766.58 feet;
(2) N12 22'W, 16.40 feet;
and (3) N72 48'W, 1531.32 feet to the southwest corner
of the said Ligon tract and the southwest corner hereof;

THENCE with the west line of the said Ligon tract the
following three(3) courses and distances:

(1) N23 44'W, 120.27 feet;
(2) N21 14'W, 510.89 feet;
and (3) N00 13'W, 914.15 feet to the POINT OF BEGINNING
hereof, containing 44.00 acres of land more or less.

HAYNIE & KALLMAN, INC.
AUSTIN, TEXAS

8418 556 23 5845



ORIGINAL COPY

Reg. Public Surveyor # 559

Forrest B. Scott

By: *[Signature]*

Plan 1389

E. B. B. 31, P. 25

Field Notes Prepared January 30, 1915

Being the place of the beginning, containing 24.00 acres of land.
Being the Southeast line of the J. L. Peterson Survey # 14, N 30 51, E 1574.00
THENCE with the Northwest line of the A. E. Livingston Survey # 455, same

J. L. Peterson Survey # 14;

A. E. Livingston Survey # 455 and in the Southeast line of the

(1) S 18° 46' E 409.36 feet to a cedar post in a cedar tree post;

(2) S 18° 46' E 409.36 feet to a cedar post in a cedar tree post;

(3) S 18° 23' E 150.00 feet to a point in the Northwest line of the

THENCE with a fence corner numbered 1-3 inclusive, as follows:

THENCE S 15° 42' W 850.90 feet to a point in a fence line;

THENCE S 34° 36' E 349.58 feet to a point;

THENCE N 19° 31' W 1195.60 feet to a point;

349.12 feet;

recorded in Volume 1563, Page 42, Travis County Deed Records, bears N 30 51, E

and wife, Margaret A. Lewis, to Seth B. Lewis and wife, Lillie B. Lewis, as

455, in Travis County, Texas as conveyed in a deed from Simon D. Lewis

tract designated as Tract I out of the J. L. Peterson Survey # 14, Abstract

an iron stake found at corner of fence for an all corner of that 24.00 acre

Northwest corner of the herein described tract, and from said beginning point

455 and in the Southeast line of the J. L. Peterson Survey # 14 for the

beginning at a point in the Northwest line of the A. E. Livingston Survey

B. W. LUDON BY FORREST B. SCOTT, REGISTERED PUBLIC SURVEYOR, TRAVIS,

RECORDED IN VOLUME 1563, PAGE 42, TRAVIS COUNTY DEED RECORDS, AS PREPARED FOR

AND WIFE, MARGARET A. LEWIS, TO SETH B. LEWIS AND WIFE, LILLIE B. LEWIS, AS

2555, IN TRAVIS COUNTY, TEXAS, AS CONVEYED IN A DEED FROM SIMON D. LEWIS

TRACT DESIGNATED AS TRACT I OUT OF THE J. L. PETERSON SURVEY # 14, ABSTRACT

FIELD NOTES OF 24.00 ACRES OF LAND, BEING A PORTION OF TRACT 24.00 ACRES

53 2641 3

1705 EDGE DAIRY • AUSTIN, TEXAS 78704

FORREST B. SCOTT



Map 204-1744
Box 442-8701

8418 653 3

TRAVIS COUNTY CLERK
COUNTY CLERK
[Signature]



STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that the instrument was filed in the
public records of this county and that the same is a
true and correct copy of the original as shown to me
at Travis County, Texas, on this day of January, 1981.

8418 - 653

X

~~Stewart Title Co.~~ Return
STEWART TITLE CO.
812 San Antonio St.
Austin, Texas 78701
National Closing Div.
CF #: 8311229
ATTN: PATTY DURN
RETURN TO: STC

INDEXED

TRAVIS COUNTY, TEXAS
COUNTY CLERK
[Signature]
1981 JAN 18 PM 3 48

ORIGINAL FILED

FILED

3 53 2642

PHILLIPS 10
PEDERNALES ELECTRIC COOPERATIVE
P. O. BOX 467
JOHNSON CITY, TEXAS 76038

ELECTRIC UTILITY EASEMENT

04 -UG-3860

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

THAT Parke 620 North, Inc. and William M. Faust, President of Travis County, Texas, for and in consideration of ONE DOLLAR (\$1.00)

to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way as hereinafter described for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-frames or 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 Travis County, Texas, to-wit:

Being a part of 169.874 acres of land, more or less, out of the A.E. Livingston Survey No.455, the G.H. Phillips Survey No.14 (also known as the J.L. Peterson Survey No.14), and the Samuel Blakey Survey No.32, situated in Travis County, Texas and being the same tract of land described in a Warranty Deed dated July 12, 1985 from Selsco Land & Cattle Co. to Parke 620 North, Inc. and recorded in Vol. 9259, Page 0084 et. seq. in the Real Property Records of Travis County, Texas.

Easement and right-of-way herein shall consist of a strip of land fifteen (15) feet in width (7.5 feet on each side of centerline) and four-hundred and eighty-six (486) feet in length along grantor's southeast property line along M. 620 as shown on "Exhibit A" attached hereto. Guying easements shall be five (5) feet in width and forty (40) feet in length.

Location of the right of way hereby conveyed is shown on plat attached hereto marked Exhibit A and included herein by reference.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging 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 remove from said lands all trees and parts thereof, or other constructions, 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 the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS _____ hand(s) this _____ day of _____ 19_____

Parke 620 North, Inc.

W.M. Faust
W. M. Faust, President

REAL PROPERTY RECORDS
Travis County, Texas

NOTARIZE ON BACK

09788 0185

PARKE 620 NORTH, INC. 57-25-04.0-11

THE STATE OF TEXAS

COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared William D. Hart President of the
(Name) (Title)

Park 620 North, Inc. known to me to be the person
(Organization)
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the
same as the act and deed of the Park 620 North, Inc.
(Organization)

as President thereof, and for the purposes
(Title)
and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of May, 1986

NOTARY SEAL

Epita L. Moe
Notary Public in and for

Travis County, Texas
My Commission Expires: 8/22/89

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____

Notary Public in and for

County, Texas

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the
same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____

Notary Public in and for

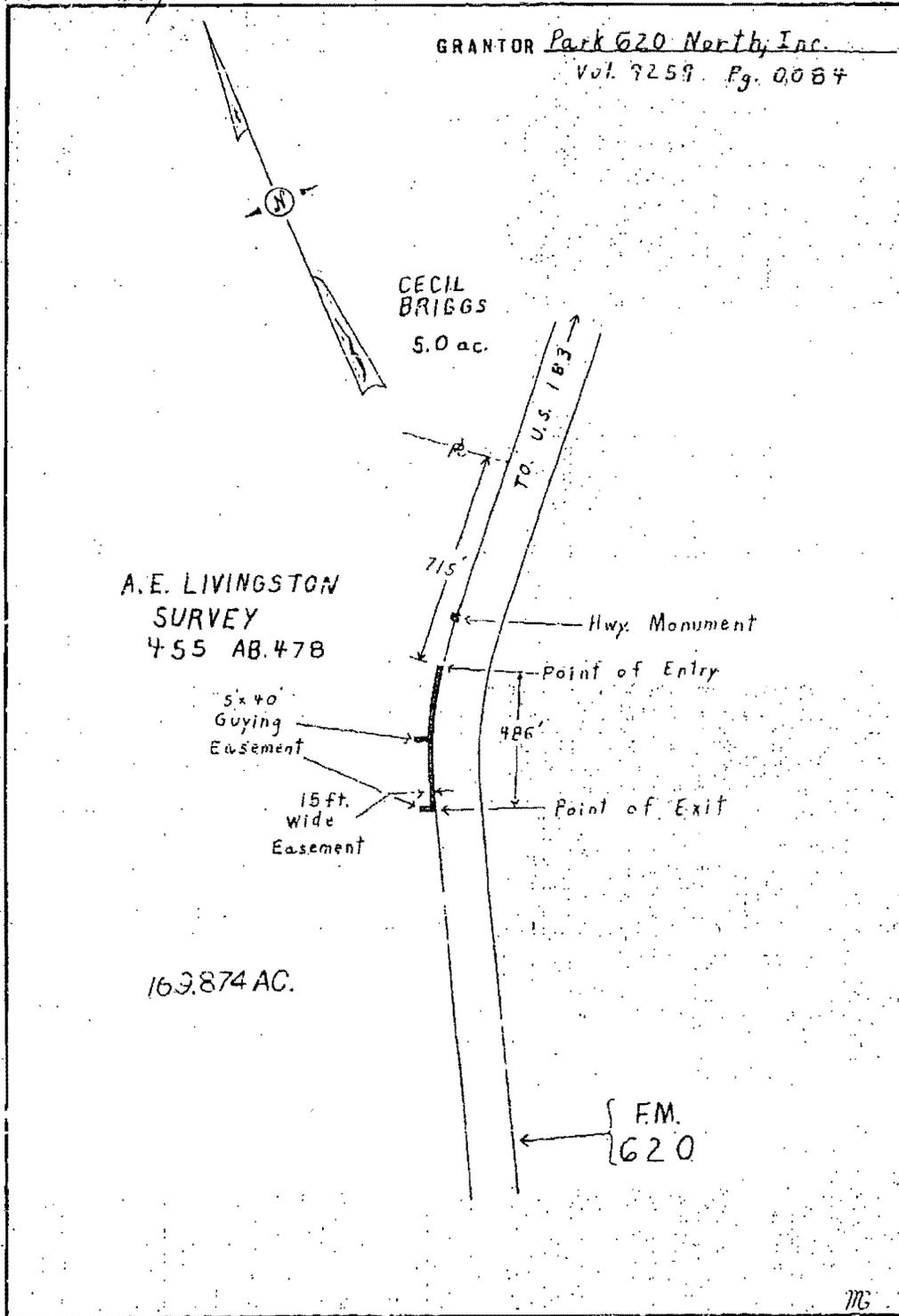
County, Texas

09788 0186

23 P

RETURN TO
PEDERNALES ELECTRIC CO-OP
P.O. BOX 467
JOHNSON CITY, TEXAS 78636

GRANTOR Park 620 North, Inc.
Vol. 9259 Pg. 0084



Ret. →

PEDERNALES ELECTRIC CO-OPERATIVE
P.O. Box 467 JOHNSON CITY, TEXAS
78636

EXHIBIT A

SCALE: 1" = 400'

DATE _____

GRANTOR _____

09788 0187

8810 88780

FILED

1986 JUL 16 AM 10:57

TRAVIS COUNTY, TEXAS
COUNTY CLERK
John S. ...



John S. ...
COUNTY CLERK
TRAVIS COUNTY, TEXAS

JUL 16 1986

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED in
the office of the County Clerk on the 16th day of July
1986 and that the same has been recorded in the
Public Records of Travis County, Texas in
Book 10888 Page 108

RECORDER'S MEMORANDUM
At the time of recording, this instrument was
found to be in accordance with the original photostatic
reproduction on file in the County Clerk's office. A
prior copy, discarded pursuant to the provisions of
Article 1661a, Section 1, of the Texas Constitution,
was destroyed on the 16th day of July, 1986.
The instrument was filed and recorded.

GENERAL WARRANTY DEED

04 -29-5505

\$7-

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

1:01 Pm 473e

7.00 INDX
1 1 10/26/87
.99-DOC#

That I, RICHARD SCOTT, of the County of Hays and State of Texas, individually, and SELSCO LAND & CATTLE CO., a Texas General Partnership, acting herein by and through RICHARD SCOTT, Managing Partner, and SELWYN WAVERLEY LIGON, of the County of Travis and State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration cash to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, have CRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto CINDY SCOTT, of the County of Travis and State of Texas, whose mailing address is P. O. Box 1881, Cedar Park, Texas 78613, all of the following described real property in Travis County, Texas, to-wit:

1.633 acres out of the J. L. PETERSON SURVEY NO. 14, more particularly described by metes and bounds on EXHIBIT "A" attached hereto and made part hereof.

TOGETHER WITH an easement for access and roadway purposes with the free and uninterrupted right of ingress, egress and regress over a certain private pasture road extending from Highway 620 to the above described property, which is clearly ascertainable upon the ground and in constant use, and which passes through acreage formerly owned by Selwyn Ligon adjacent to the subject property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, her heirs and assigns forever; and grantors do hereby bind themselves, their heirs, executors, and administrators, and itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect, relating to the hereinabove described property.

REAL PROPERTY RECORDS
Travis County, Texas

1 10466 031 MG/LHM

EXECUTED this 21 day of Oct., 1987.



Richard Scott
RICHARD SCOTT

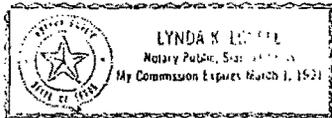
SELSCO LAND & CATTLE CO., a Texas
General Partnership

By: Richard Scott
RICHARD SCOTT
Managing Partner

Selwyn Waverley Ligon
SELWYN WAVERLEY LIGON

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 21 day of Oct., 1987, by RICHARD SCOTT.



Lynda K. Lovell
NOTARY PUBLIC - STATE OF TEXAS
Notary's printed name:
LYNDA K. LOVELL
Notary's commission expires: 1991

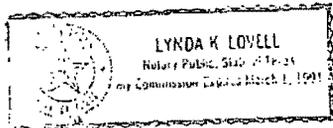
THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 21 day of Oct., 1987, by RICHARD SCOTT, Managing Partner of SELSCO LAND & CATTLE CO., a Texas General Partnership, on behalf of said Partnership.

Lynda K. Lovell
NOTARY PUBLIC - STATE OF TEXAS
Notary's printed name:
LYNDA K. LOVELL
Notary's commission expires: 1991

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 21 day of Oct., 1987, by SELWYN WAVERLEY LIGON.



Lynda K. Lovell
NOTARY PUBLIC - STATE OF TEXAS
Notary's printed name:
LYNDA K. LOVELL
Notary's commission expires: 1991

FIELD NOTES FOR RICHARD SCOTT

FIELD NOTES describing a 1.633 acre tract or parcel of land out of the J. L. Peterson Survey No. 14, situated in Travis County, Texas, and also being out of that tract described as Tract I as conveyed to Smith W. Ligon tract found of record in Volume 1563, Page 42 of the Deed Records of said County and also being a portion of that tract described in File 42,353 of the Probate Records of said County, and is more particularly described by metes and bounds as follows:

BEGINNING FOR REFERENCE at an iron pin found by a fence corner at the most Northerly Northeast corner of a 64.00 acre tract conveyed to Sewlyn W. Ligon recorded in Volume 5258, Page 2326 of the Deed Records of said County and said corner also being in the Northwest line of said Tract I;

THENCE S43°40'40"E, 222.85 feet to an iron pin set for the Northwest corner and True Point of Beginning hereof;

THENCE S79°24'E, 231.00 feet to an iron pin set for the Northeast corner hereof;

THENCE S10°36'W, 307.97 feet to an iron pin set for the Southeast corner hereof;

THENCE N79°24'W, 231.00 feet to an iron pin set for the Southwest corner hereof;

THENCE N10°36'E, 307.97 feet to the True Point of Beginning of this described tract containing said 1.633 acres of land more or less.

I, Steven D. Kallman, a REGISTERED PUBLIC SURVEYOR, do hereby certify that these field notes accurately represent the results of an on-the-ground survey made under my direction and supervision on the 11th day of May, 1983. All corners located are as shown. There are no encroachments, conflicts or protrusions apparent on the ground except as shown.

HAYNIE & KALLMAN, INC.



Steven D. Kallman
Steven D. Kallman,
Registered Public Surveyor No. 3337

5-11-83

Date

*Richard
Cindy Scott
P.O. Box 1881
Cedar Park, TX 78613*

FILED

OCT 25 PM 12:58

COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time hereinafter shown by this officer
was duly RECORDED, in the Volume and Page or File
number RECORDS of Travis County, Texas, as

OCT 26 1987

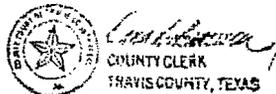


EXHIBIT A

10466 0033

DOC. NO.

00078379

FILM CODE

00004396535

STATE OF TEXAS §
COUNTY OF TRAVIS §

EASEMENT

1960 2-20
1962 1-10
1964 1-10
1966 1-10

SELSCO LAND AND CATTLE COMPANY, a Texas general partnership, of Travis County, Texas ("Grantor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, SELLS and CONVEYS unto SOUTHWEST REALTY RESEARCH, INC. and NOOTSIE, LTD. ("Grantee"), their successors and assigns, an access easement and right-of-way upon and across a portion of the following described property in Travis County, Texas:

157.625 acres out of A.E. Livingston Survey No. 455, the G.H. Phillips Survey No. 14, and the Samuel Blake Survey No. 32, in Travis County, Texas, as more particularly described by metes and bounds on Exhibit "D" attached hereto.

The easement and right-of-way hereby conveyed shall be described as follows:

the area shown as the road or street on the map which is attached hereto as Exhibit "C" which extends from R.R. (F.M.) 620 to the rear of the 157.635 acre tract described on Exhibit "D", said street being adjacent to the 1.419 acre tract which is labelled "Tract A" on Exhibit "C" and the 4.50 acre tract which is labelled "Tract B" on Exhibit "C", Tracts A & B being more particularly described on Exhibits "A" and "B" attached hereto.

The easement and right-of-way herein granted shall be limited to: (a) the right of Grantee to construct, maintain, repair, rebuild, replace, place and install a roadway

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1089

APR

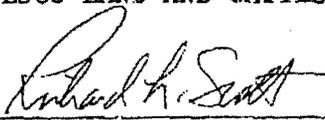
and use the easement for ingress and egress over and across the easement herein granted as Grantee may desire; (b) shall be as wide as the City of Austin requires for such a street as is contained in the Parke North preliminary plat (but shall not be less than 90 feet nor more than 100 feet in width); and (c) shall not extend past the western boundary line of the 4.50 acre tract described on Exhibit "B" (i.e. Tract B on Exhibit C).

TO HAVE AND TO HOLD the above described premises and easement unto said Grantees, their successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said Grantee. This grant of easement is non-exclusive and shall run with the land.

In addition, in the event Grantee proceeds to final plat its 5.919 acres, then Grantor shall join with Grantee in the dedication to the public of the easement granted herein.

SIGNED and EXECUTED this 19th day of AUGUST,
1988.

SELSCO LAND AND CATTLE COMPANY

By: 
Richard L. Scott

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1090

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 10th
day of August, 1988, by Richard L. Scott, General
Partner of Selsco Land and Cattle Company, on behalf of said
partnership.



J. WINSTON CHAPMAN, J.
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 25, 1992

Notary Public in and for the
State of Texas

(printed name of notary)

My commission expires: _____

Please Return to: JCD
Heritage Title Company
301 Congress, Suite 300
Austin, Texas 78701
8-14421

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1091

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 1.419 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 1.419 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 1.419 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas, as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract and the most easterly northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the said northwest line of F.M. 620 for the southeast line of the herein described tract, the following two (2) courses and distances:

- 1) S 40° 51' 15" W, a distance of 545.19 feet to a concrete monument found for the point of curvature of a non-tangent curve to the left;
- 2) a distance 81.04 feet with the arc of the said non-tangent curve to the left having a central angle of 03° 04' 50", a radius of 1507.35 feet, and a chord which bears S 39° 23' 32" W, a distance of 81.03 feet to an iron rod set for the most southerly southeast corner of the herein described tract;

THENCE, leaving the said northwest line of F.M. 620 and crossing the said 157.625 acre tract, the following four (4) courses and distances:

- 1) N 52° 40' 41" W, a distance of 119.71 feet to an iron rod set for the most westerly southwest corner of the herein described tract;
- 2) a distance of 31.00 feet with the arc of a curve to the left having a central angle of 88° 48' 22", a radius of 20.00 feet and a chord which bears N 82° 55' 08" E, a distance of 27.99 feet to an iron rod set for a point of reverse curvature;
- 3) a distance of 65.60 with the arc of a curve to the right having a central angle of 02° 20' 18", a radius of 1607.39 feet and a chord which bears N 39° 41' 06" E, a distance of 65.60 feet to an iron rod found in concrete for a point of tangency; and
- 4) N 40° 51' 15" E, a distance of 523.18 feet to an iron rod found in the northeast line of the said 157.625 acre tract for the most northerly northwest corner of the herein described tract;

THENCE, with the said northeast line of the said 157.625 acre tract, S 62° 39' 48" E, a distance of 102.85 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 1.419 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of July, 1988, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY
TRAVIS COUNTY, TEXAS

10760 1092

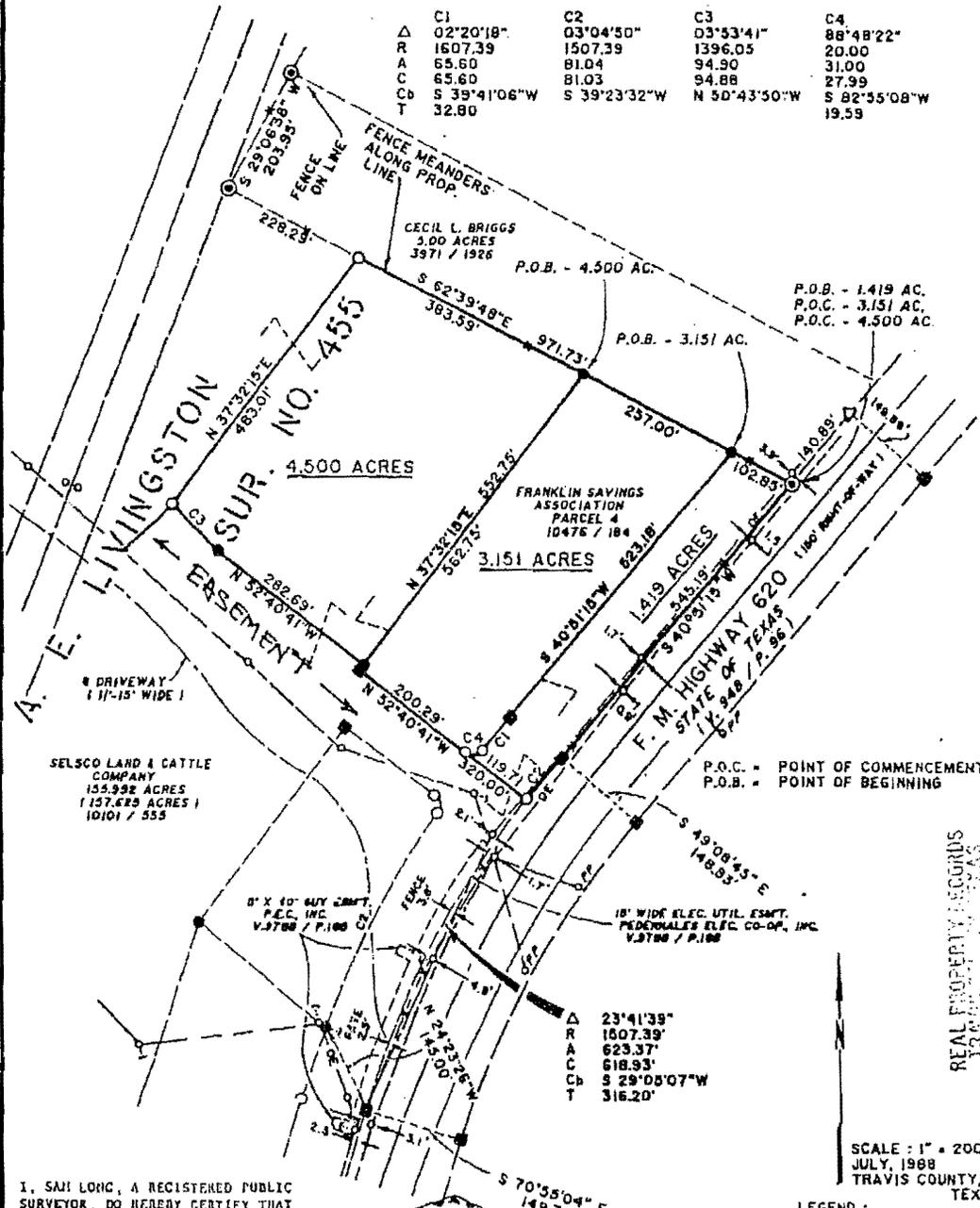
EXHIBIT A

R/S

**SURVEY OF A 4.500 ACRE TRACT, A 3.151 ACRE TRACT
AND A 1.419 ACRE TRACT OUT OF
THE A. E. LIVINGSTON SURVEY NO. 455,
TRAVIS COUNTY, TEXAS**

CURVE TABLE :

	C1	C2	C3	C4
Δ	02°20'18"	03°04'50"	03°53'41"	88°48'22"
R	1607.39	1507.39	1396.05	20.00
A	65.60	61.04	94.90	31.00
C	65.60	61.03	94.88	27.99
Cb	S 39°41'06"W	S 39°23'32"W	N 50°43'50"W	S 82°55'08"W
T	32.80			19.59



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10760 1093

SCALE: 1" = 200'
JULY, 1988
TRAVIS COUNTY,
TEXAS

- LEGEND :**
- FOUND IRON PIPE ○
 - FOUND IRON ROD ●
 - SET IRON ROD ◐
 - FOUND CONCRETE MONUMENT ■

I, SAM LONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.

Sam Long 7/29/88
DATE
SAMI LONG REGISTERED PUBLIC SURVEYOR NO. 4331, STATE OF TEXAS



ESCI CAPITAL SURVEYING COMPANY INCORPORATED
13200 Capital of Texas Highway South, Austin, Texas 78749 Building 1 Suite 300 (410) 327-1004

DRAWN BY: PD	SCALE: 1" = 200'	P.L. 673
JOB NO.: 885212D	DATE: JULY, 1988	SHEET NO.:
FILE NO.: C85028	DESC: SAM 15 A	

RLV

C

C

O

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 4.500 acre tract of land out of the A.E. Livingston Survey No. 455, Travis County, Texas; the said 4.500 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 4.500 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas, as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract;

THENCE, leaving the said northwest line of F.M. 620 with the northeast line of the said 157.625 acre tract, N 62° 39' 48" W, a distance of 359.85 feet to an iron rod found for the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the north line of and crossing the said 157.625 acre tract, the following four (4) courses and distances:

- 1) S 37° 32' 15" W, a distance of 552.75 feet to an iron rod found for the most southerly corner of the herein described tract;
- 2) N 52° 40' 41" W, a distance of 282.69 feet to an iron rod found for a point of curvature of a curve to the right;
- 3) A distance of 94.90 feet with the arc of a curve to the right having a central angle of 03° 53' 41", a radius of 1396.05 feet, and a chord which bears N 50° 43' 50" W, a distance of 94.88 feet to an iron rod set for the most westerly corner of the herein described tract; and
- 4) N 37° 32' 15" E, a distance of 483.01 feet to an iron rod set on the northeast line of the said 157.62 acre tract, for the most northerly corner of the herein described tract;

THENCE, with the said northeast line of the 157.625 acre tract, S 62° 39' 48" E, a distance of 383.59 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 4.500 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey, made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of July, 1988, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1094

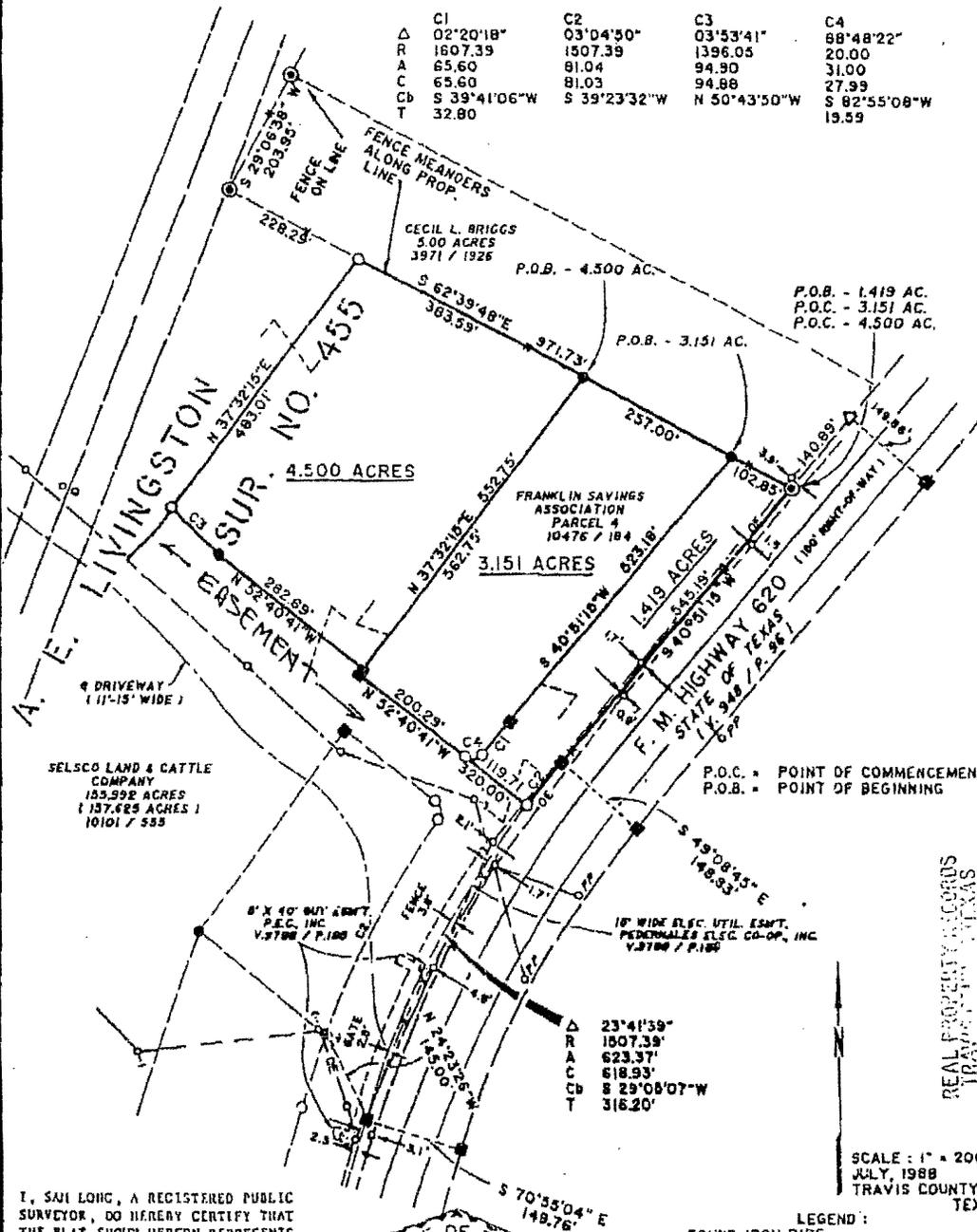
EXHIBIT B

RL

**SURVEY OF A 4.500 ACRE TRACT, A 3.151 ACRE TRACT
AND A 1.419 ACRE TRACT OUT OF
THE A. E. LIVINGSTON SURVEY NO. 455,
TRAVIS COUNTY, TEXAS**

CURVE TABLE :

	C1	C2	C3	C4
Δ	02°20'18"	03°04'50"	03°53'41"	88°48'22"
R	1607.39	1507.39	1396.05	20.00
A	65.60	81.04	94.90	31.00
C	65.60	81.03	94.88	27.99
CB	S 39°41'06"W	S 39°23'32"W	N 50°43'50"W	S 82°55'08"W
T	32.80			19.59



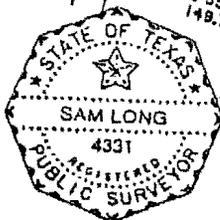
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10760 1095

SCALE: 1" = 200'
JULY, 1988
TRAVIS COUNTY,
TEXAS

LEGEND:
FOUND IRON PIPE
FOUND IRON ROD
SET IRON ROD
FOUND CONCRETE MONUMENT

I, SAM LONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.



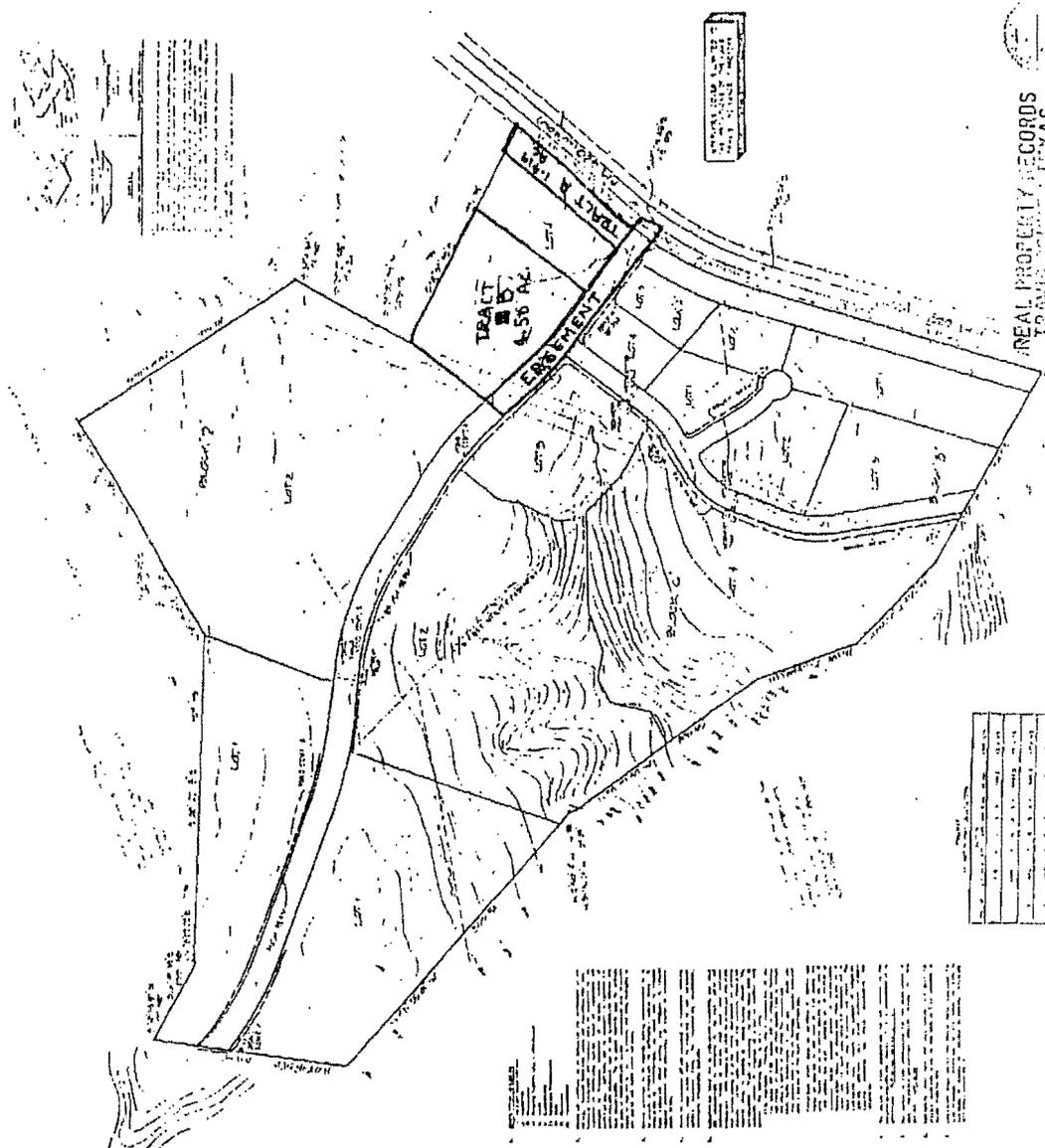
Sam Long 7/29/88
SAM LONG DATE
REGISTERED PUBLIC SURVEYOR
NO. 4331, STATE OF TEXAS

CSEI		CAPITAL SURVEYING COMPANY INCORPORATED
1280 Capital of Texas Highway South Austin, Texas 78748		Building 1, Suite 210 1500 37th - 400A
DRAWN BY: pb	SCALE: 1" = 200'	F.R. 673
JOB NO.: 1852120	DATE: JULY, 1988	SHEET NO.:
FILE NO.: C85028	DISD: SAM 15 A	

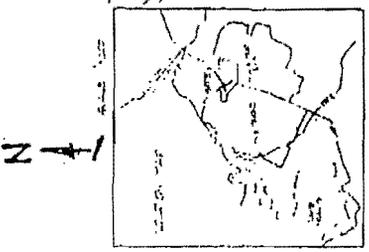
EXHIBIT C

MS

Tract No.	
Block No.	
Section No.	
Acres	
Owner	
Address	
City	
County	
State	
Map No.	
Scale	
Notes	



REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 10760 1096



SECTION 10, T. 10N, R. 10E, S. 10E, CO. 10, TX.

TRACT NO. 10, 4.50 AC.

TRACT NO. 11, 4.50 AC.

TRACT NO. 12, 4.50 AC.

TRACT NO. 13, 4.50 AC.

TRACT NO. 14, 4.50 AC.

TRACT NO. 15, 4.50 AC.

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TRACT NO. 96, 4.50 AC.

TRACT NO. 97, 4.50 AC.

TRACT NO. 98, 4.50 AC.

TRACT NO. 99, 4.50 AC.

TRACT NO. 100, 4.50 AC.

Please Return to: (1)
Heritage Title Company
801 Congress, Suite 300
Austin, Texas 78701

874421

FILED

AUG 24 PM 4:57

TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time signed herein by me and
was duly RECORDED, in the Volume and Page of the
public RECORDS of Travis County, Texas, on

AUG 24 1988



John S. Johnson
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:

At the time of recording, the instrument was
present to the recorder for the most photographic
reproduction, in the form of original, carbon or
photocopy and stored paper, etc. All blockouts,
all initials and changes were present at the time
the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10760 1097

2600
-U

ACCESS EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

3:34 PM 3750 2 4 28.00 TMOX
06/26/92
3:35 PM 3750 2 4 3.00 RECH
06/26/92
14.18-CHK6

That NOOTSIE, LTD., a Texas limited partnership, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by TOMEN-PARKE ASSOCIATES, LTD., a Texas limited partnership, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien or encumbrance, express or implied, is retained, has this day GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto TOMEN-PARKE ASSOCIATES, LTD., a Texas limited partnership, hereinafter called "Grantee", a perpetual right-of-way and easement (the "Easement") sixty feet (60') in width for access, ingress and egress in, upon and across the following described property located in Travis County, Texas (the "Property"), to-wit:

169.903 acres of land and .029 acres of land, more or less, out of the A.E. Livingston Survey No. 455, the G. H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14) and the Samuel Blakey Survey No. 32, Travis County, Texas, being also described as 168.873 acres of land, in (a) a deed dated January 13, 1989, from Southwest Realty Research & Development, Inc. to Nootsie, Ltd., recorded in Volume 10968, Page 905, Real Property Records of Travis County, Texas, describing a tract of 151.706 acres, and (b) a deed dated January 13, 1989, from Southwest Realty Research & Development, Inc. to Nootsie, Ltd., recorded in Volume 10968, Page 919, Real Property Records of Travis County, Texas, describing a tract of 16.873 acres; and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all intents and purposes,

920598.25-0000

being referred to herein as the "Property".

TO HAVE AND TO HOLD the right-of-way and easement granted herein perpetually to Grantee, and Grantee's successors, heirs and assigns, together with the right and privilege at any and all times to enter the Property covered by the Easement, or any part thereof, for the purposes granted herein.

The right-of-way and easement granted herein is subject to the following terms and conditions:

1. Character of Easement. The easement granted herein is appurtenant to a tract of land owned by Grantee immediately adjacent to the Property, said adjacent tract being more particularly described as follows:

1,172.7646 acres of land, more or less, out of the W.B.D. Smith Survey No. 74, Abstract 700 and various other Surveys located in Travis County, Texas and being more particularly described as Tracts I, II, III, IV and V in a Deed dated June 17, 1991 from 620 Investors, Ltd. to Tomen-Parke Associates, Ltd., recorded in Volume 11466, Page 828 of the Real Property Records of Travis County, Texas (the "adjacent tract").

2. Location of Easement. The right-of-way and easement herein granted shall have the same location as the proposed "Lady of the Lake Drive" as shown in Exhibit "B" attached hereto and incorporated herein by reference for all intents and purposes. The right-of-way and easement granted herein is intended to provide Grantee with complete ingress, egress and access in, upon and across the roadway to be constructed in the proposed location of said Lady of the Lake Drive so that Grantee will have complete

access to Ranch Road 620 from the common boundary line between an easterly boundary line of Grantee's adjacent tract and the most northwesterly boundary line of Grantor's 40 acre tract as shown in Exhibit "B" attached hereto. The location of the right-of-way and easement herein granted shall be changed, if necessary, to always be the same as "Lady of the Lake Drive" as required by the appropriate governmental authorities pursuant to a Plat of the Property and otherwise may be changed by the mutual consent of Grantor and Grantee, which consent shall not be unreasonably withheld. The proposed roadway to be constructed by Grantor is subject to the terms of a Roadway Construction Agreement of even date herewith by and between Grantor, Grantee and F.F.U. Limited and an Escrow Agreement of even date herewith by and between Grantor, Grantee and F.F.U. Limited and 1st Security Title Company as Escrow Agent, the terms of which agreements are incorporated herein by reference for all intents and purposes.

3. Duration of Easement. The right-of-way, easement and rights and privileges herein granted shall be perpetual. Grantor hereby binds itself, its successors, heirs and assigns, to warrant and forever defend the right-of-way, easement and rights and privileges herein described unto Grantee, its successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

4. Exclusiveness of Easement. The right-of-way and easement and rights and privileges granted herein are not exclusive, and Grantor may convey similar rights and easements or any other easement to any person so long as such conveyance does not materially diminish Grantee's rights with respect to the Property covered by the easement granted herein.

5. Ownership of Property. Grantor covenants that Grantor is the owner of fee simple title to the Property, that the conveyance of the easement granted herein is legally binding upon Grantor without the necessity of the approval, consent or joinder of any other person, party, authority or entity and that the undersigned representative has the full power and authority to execute this instrument on behalf of Grantor.

6. Access to Property. For the same consideration recited above, Grantor hereby grants to Grantee the right to enter the Property along the Easement and to take all such actions as are reasonably necessary to carry out and fulfill the purposes for which the easement described herein has been granted as contemplated herein and in the Roadway Construction Agreement and Escrow Agreement described in Paragraph 1 hereinabove. The parties hereto hereby covenant and agree that before doing any work or making any repairs which will interfere with any road or other arteries of transportation or interfere in any way with the operations of the parties and their respective agents, employees, tenants, lessees and assigns, to notify the other party in writing of such intent at least ten (10) days prior to commencement of work. Said notice shall be deemed to have been timely and properly given and delivered to the parties (a) two (2) days after deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, (b) on the date actually delivered to Grantor in person or by duly appointed agent, (c) on the date transmitted by a legible telecopier or facsimile transmission, or (d) one (1) day after deposited at any overnight express mail service, and addressed to the parties at the following address: Grantor's address - c/o Pohl, Brown & Associates, Inc., 13809 Research Blvd., Suite 1000, Austin, Texas 78750 or, as applicable, Fax No. (512) 335-1309; Grantee's address - c/o Purcell Development Company, 711 San Antonio Street, Austin, Texas 78701 or, as applicable, Fax No. (512) 474-9424, provided, however, that the parties shall have the right to change their address for notice hereunder to any location within the continental United States by the giving of thirty (30) days prior written notice to the other party in the manner set forth hereinabove. The parties agree that the abovementioned work or repairs shall be completed as expeditiously as possible; provided, however, the parties shall

conduct its operations upon said easement in a manner which will not unduly interfere with the other party's operations.

7. Other Routes; Clean-Up. During the performance of its work or any subsequent maintenance, repair, removal, or replacement thereof, the party performing the work or repair covenants to leave or arrange for reasonable crossing over said easement area to accommodate the passage of Grantor and those holding under the other party, its agents, employees, tenants and lessees, as well as their vehicles; and the parties further agree that where the road it constructs crosses any road or other artery of transportation, construction will be such as not to unduly interfere with the use thereof, unless, prior to commencing said construction, said party shall make available equivalent or better alternate routes or crossings. The party performing the work or repair agrees to cleanup, in a good and workmanlike manner, the debris caused by its construction so as to leave the Easement area free from fire hazard and in such condition as will not cause injury or damage to the other party, its agents, employees, tenants and lessees. The parties covenant, after initial construction has been completed, not to cause, create, or permit to continue on the Easement area any unsightly or hazardous condition.

8. Indemnification. Grantee covenants and agrees at all times to indemnify and defend Grantor, its successors and assigns and all persons claiming under them, and to hold them harmless from and against any and all loss, cost, expenses, damages and liabilities of every nature whatsoever occurring, arising out of, or resulting from the use of the easement by Grantee, its successors and assigns, contractors and sub-contractors, except in situations due to the negligence or willful misconduct of Grantor or its employees, representatives, agents, licensees, successors, assigns, contractors and subcontractors. Grantor covenants and agrees at all times to indemnify and defend Grantee, its successors and assigns and all persons claiming under them, and to hold them harmless from and against any and all loss, cost, expenses, damages and liabilities of every nature whatsoever occurring, arising out of, or resulting from the use of the easement by Grantor, its successors and assigns, contractors and sub-contractors, except in situations due to the negligence or willful misconduct of Grantee or its employees, representatives, agents, licensees, successors, assigns, contractors and subcontractors.

9. Use by Grantor. Nothing herein contained shall affect the right of the parties, or its successors and assigns, to go upon or across the right-of-way herein granted at any time for any purpose whatsoever, to the extent and for so long as such use will not interfere with the the other party's rights hereunder. Grantor may make any reasonable use of the easement area, and Grantee accepts the rights granted to it hereunder burdened with such present or prospective reasonable use by Grantor, its successors and assigns to the extent that such use will not interfere with the Grantee's rights hereunder.

10. Subject to Covenants, etc. This grant is made subject to any and all valid and subsisting covenants, exceptions, stipulations, conditions, permissive uses, executory rights, interests, reservations, and mineral or royalty, either or both, interests in the oil, gas and other minerals, and leases thereof, if any, of whatsoever nature, and the rights of the holder of any interest therein and thereof, if any, now outstanding or affecting the property described herein and now of record in the office of the County Clerk of Travis County, Texas, but only to the extent they are still in force and effect.

11. Subject to Other Easements, etc. This grant is made subject to any and all easements, grants, reservations, and rights-of-way reflected by the Deed Records of Travis County, Texas, or which would be apparent by visual inspection upon the grounds whether for highways, roads, pipelines, electrical distribution or transmission lines, television cables, water lines, sanitary sewer lines, or for any other utilities or purposes heretofore granted or acquired affecting the lands and interests herein described, and as

to any such, the warranty herein does not apply and none shall be taken or implied.

12. Subject to Other Rights. This grant is made subject to any and all zoning laws, ordinances, regulations, and statutes of any governmental entity having jurisdiction of the premises described herein, now existing or which may hereafter exist by reason of any legal authority during the term of this conveyance. Subject to the above, Grantor reserves the following rights:

A. To place over, across, through, in, under, and alongside said Easement as many facilities and appurtenances, by way of illustration and not limitation, such as roads, streets, sidewalks, pipelines, electric power lines, telephone lines, television cable lines, water lines, sewer lines, drainage lines, including conduits therefor, and any and all other types of installations that Grantor, its heirs, executors, administrators, successors and assigns may desire, whether necessary or convenient, provided such facilities and appurtenances shall not in any way interfere with Grantee's exercise of its rights hereunder; and

B. The right to grant any and all other easements in, on, over, across, under, and alongside said Easement without remuneration to Grantee; provided such easements shall not in any way interfere with Grantee's exercise of its rights hereunder.

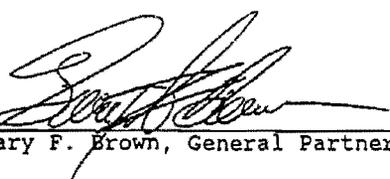
13. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or oral modifications concerning this instrument shall be of no force and effect. All amendments or modifications hereto must be in writing and signed by all parties.

14. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorneys' fees and costs.

15. Binding Effect. The right-of-way and easement granted herein shall be deemed to run with the Property and the terms and conditions of this instrument shall be binding upon Grantor and Grantee and shall inure to the benefit of the Grantor and the Grantee and their respective personal representatives, successors and assigns.

EXECUTED to be effective as of June 15, 1992.

NOOTSIE, LTD., a Texas limited
partnership

By: 
Gary F. Brown, General Partner

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

117.16 0172

STATE OF TEXAS
COUNTY OF TRAVIS

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This instrument was acknowledged before me on the 25th day of June, 1992, by Gary F. Brown, General Partner on behalf of NOOTSIE, LTD., a Texas limited partnership.

Anna Harbison
Notary Public, State of Texas
Print name: Anna Harbison
My commission expires: 8-12-93



GRANTEE'S MAILING ADDRESS:

Tomen-Parke Associates, Ltd.
c/o Purcell Development Company
711 San Antonio Street
Austin, Texas 78701

AFTER RECORDING, RETURN TO:

Steven H. Sproull
Hall, Goldsmith, Black,
Sproull & Osborne, L.L.P.
711 San Antonio Street
Austin, Texas 78701

Austin, Texas 78701

EXHIBIT "A"

169.903 Acre Tract

May 21, 1965
85017

A.E. Livingston Survey No. 455
C.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

STATE OF TEXAS :

COUNTY OF TRAVIS:

FIELDNOTE DESCRIPTION of a 169.903 acre tract of land out of A.E. Livingston Survey No. 455, the G.H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14), and the Samuel Blakey Survey No. 32, all of Travis County, Texas; the said 169.903 acre tract of land being all of a 1.633 acre tract of land described in a deed to Richard Scott recorded in Volume 8114, Page 428, Deed Records of Travis County; being all of a 24.00 acre tract of land as described in a deed to Selwyn W. Ligon as recorded in Volume 5091, Page 348, Deed Records of Travis County; being a portion of a 93.00 acre tract of land called Tract III in a deed to Smith W. and Lillie Ligon as recorded in Volume 1563, Page 42, Deed Records of Travis County; being a portion of 44.00 acre tract of land described in a deed to Virginia Ligon Scott as recorded in Volume 8418, Page 551, Deed Records of Travis County; being a portion of a 64.00 acre tract of land described in a deed to Selwyn W. Ligon, et. al. as recorded in Volume 5258, Page 2326, Deed Records of Travis County; and being all of that tract of land conveyed to Selwyn W. Ligon by Probate Cause No. 41,613 and Probate Cause No. 42,353, Probate Records of Travis County; the said 169.903 acre tract being more particularly described as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide State Highway described in a deed to The State of Texas as recorded in Volume 948, Page 96, Deed Records of Travis County; the said iron pipe being the southeast corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926, Deed Records of Travis County; for the most easterly northeast corner of the herein described tract;

THENCE, with the northwest line of F.M. 620 crossing the said 93.00 acre Tract III, the following three (3) courses and distances:

- 1) S 40° 51' 15" W, 545.19 feet to a concrete monument found for a point of curvature;
- 2) A distance of 623.37 feet with the arc of a non-tangent curve to the left having a central angle of 23° 41' 39", a radius of 1507.39 feet and a chord which bears S 29° 05' 08" W, a distance of 618.93 feet to a concrete monument found for a point of tangency; and
- 3) S 16° 58' 24" W, 1221.92 feet to an iron pipe found for the most southerly southeast corner of the herein described tract; the said iron pipe being in a northeast line of a 1619.55 acre tract of land described in a deed to 620 Investors as recorded in Volume 8421, Page 835 of the Deed Records of Travis County;

THENCE, crossing the said 93.00 acre Tract III with the said northeast line of the 1619.55 acre tract for the southwest line of the herein described tract, the following six (6) courses and distances:

- 1) N 60° 00' 58" W, 874.52 feet to an iron pipe found for an angle point;
- 2) N 45° 33' 59" W, passing at a distance of 315.06 feet the southeast corner of the said 24.00 acre tract recorded in Volume 5091, Page 348, Deed Records of Travis County; in all for a total distance of 465.06 feet to a 60-D nail found for an angle point;

11716 0174
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT "A"

169.903 Acre Tract
Page 2

May 22, 1965
85017

A.E. Livingston Survey No. 455
C.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

- 3) N 19° 00' 43" W, 409.36 feet to a 60-D nail found for an angle point;
- 4) N 34° 47' 40" W, passing at a distance of 163.33 feet the southwest corner of the said 24.00 acre tract; being the most southerly corner of the said 64.00 acre tract recorded in Volume 5258, Page 2326 and the most southerly southeast corner of the said Scott 44.00 acre tract; in all for a total distance of 896.65 feet to an iron rod found;
- 5) N 34° 46' 24" W, 29.84 feet to a 60-D nail found for an angle point; and
- 6) N 12° 50' 14" W, 16.42 feet to an iron pipe found for an angle point in the south line of the said Scott 44.00 acre tract; being also the most easterly southeast corner of a 20.00 acre tract of land described in a deed to 620 Investors as recorded in Volume 9052, Page 823 of the Deed Records of Travis County;

THENCE, crossing the said Scott 44.00 acre tract of land with the east line of 620 Investors 20.00 acre tract, the following two (2) courses and distances:

- 1) N 48° 35' 01" W, 1360.51 feet to an iron rod found for an angle point; and
- 2) N 07° 35' 34" E, 804.34 feet to an iron rod found in the north line of the Scott 44.00 acre tract in a south line of the said 1619.55 acre 620 Investors tract; being the northeast corner of the said 20 acre 620 Investors tract for the northwest corner of the herein described tract;

THENCE, with the said south line of the 1619.55 acre tract with the north line of the said 44.00 acre Scott tract, the following two (2) courses and distances:

- 1) S 58° 55' 57" E, 99.88 feet to an iron rod set for an angle point; and
- 2) S 61° 43' 38" E, passing at a distance of 120.26 feet the northeast corner of the said 44.00 acre Scott tract; in all for a total distance of 253.58 feet to an iron rod found for an angle point;

THENCE, continuing with the north line of the Ligon 64.00 acre tract and the south line of the 1619.55 acre 620 Investors tract, N 78° 02' 22" E, 17.74 feet to an iron rod set for an angle point;

THENCE, crossing the said 1619.55 acre tract with the north line of the said Ligon 64.00 acre tract, S88° 02' 15" E, 1309.43 feet to an iron pipe found for the northeast corner of the said Ligon 64.00 acre tract; being in the northwest line of the Selwyn W. Ligon Probate Cause No. 41,613 and Probate Cause No. 42,353 tracts being also in the said south line of the 1619.55 acre 620 Investors tract;

THENCE, with the northwest line of the Ligon Probate tract, and the said south line of the 1619.55 acre tract, N 58° 28' 45" E, 311.25 feet to an iron rod found for an ell corner of the 1619.55 acre tract; being the southwest corner of a called 37.78 acre tract of land described in a deed to M.H. Buntan, et.al. as recorded in Volume 2576, Page 176 of the Deed Records of Travis County;

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REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT "A"

169.903 Acre Tract
Page 3

May 22, 1985
85017

A.E. Livingston Survey No. 455
C.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

THENCE, continuing with the northwest line of the Ligon Probate tract and the southeast line of the M.H. Buntten 37.78 acre tract, the following two (2) courses and distances:

- 1) N 61° 45' 43" E, 197.19 feet to an iron pipe found for an angle point; and
- 2) N 57° 58' 51" E, 492.98 feet to an iron pipe found for the most northerly corner of the Ligon Probate tract; being the most northerly northeast corner of the herein described tract; being also the northwest corner of a 19.494 acre tract of land described in a deed to Matt Wiggers as recorded in Volume 6755, Page 1815 of the Deed Records of Travis County; being also in the southeast line of a 25.7 acre tract of land described in a deed to John B. and Margaret M. Holdsworth as recorded in Volume 2256, Page 215 of the Deed Records of Travis County;

THENCE, with the southwest line of the Wigger 19.494 acre tract and the northeast line of the Ligon Probate tract, S 32° 59' 06" E, 1076.20 feet to an iron rod found for the most southerly corner of the said Matt Wigger 19.494 acre tract; also being in the northwest line of a 10.74 acre tract of land described in a deed to Southern Union Realty Company as recorded in volume 8706, Page 549 of the Deed Records of Travis County; for an angle point in the northeast line of the herein described tract;

THENCE, with the southeast line of the Ligon Probate tract and the northwest line of said 10.74 acre tract, the following two (2) courses and distances:

- 1) S 29° 41' 54" W, 124.80 feet to an iron pipe found for an angle point; and
- 2) S 29° 27' 55" W, 196.26 feet to an iron pipe found for the most westerly southwest corner of the said 10.74 acre tract and the most northerly northwest corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926 of the Deed Records of Travis County;

THENCE, continuing with the said southeast line of the Ligon Probate Tract with the northwest line of the said 5.00 acre tract, S 29° 06' 38" W, 203.95 feet to an iron pipe found for the most westerly southwest corner of the said 5.00 acre tract for an all corner in the herein described tract;

THENCE, crossing the said 93.00 acre Tract III with the southwest line of the said 5.00 acre tract, S 62° 39' 48" E, 971.73 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 169.903 acres of land, including 0.029 acres of land in conflict with the 1619.55 acre 620 Investors Tract as shown on Boundary Survey Plat No. 85017.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas
this the 10th day of June 1985, A.D.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

11716 0178

"LESS AND EXCEPT"

EXHIBIT "A"

0.029 Acre Tract

Samuel Blakey Survey No. 32
July 9, 1985
85061

STATE OF TEXAS :

COUNTY OF TRAVIS:

FIELDNOTE DESCRIPTION of a 0.029 acre tract of land out of the Samuel Blakey Survey No. 32, Travis County, Texas; the said 0.029 acre tract being a portion of a 169.903 acre tract called 170.15 acres described in a deed to Selsco Land and Cattle Company as recorded in Volume 9165, Page 587 of the Deed Records of Travis County; the said 0.029 acre tract being more particularly described as follows:

COMMENCING at an iron rod found for the northeast corner of a 20.00 acre tract of land described in a deed to 620 Investors as recorded in Volume 9052, Page 823 of the Deed Records of Travis County; the said iron rod being in the north line of a 44.00 acre tract of land described in a deed to Virginia Ligon Scott as recorded in Volume 8418, Page 551 of the Deed Records of Travis County; being also the most northerly northwest corner of the said 170.15 acre tract; being also in a south line of a 1619.55 acre tract of land described in a deed to 620 Investors, Ltd. as recorded in Volume 8421, Page 835 of the Deed Records of Travis County;

THENCE, with the said south line of the 1619.55 acre tract and the north line of the said 170.15 acre tract, the following three (3) courses and distances:

- 1) S 58° 55' 57" E, 99.88 feet to an iron rod set for an angle point;
- 2) S 61° 43' 38" E, 253.58 feet to an iron rod found for an angle point; and
- 3) N 76° 02' 22" E, 17.74 feet to an iron rod set for an angle point and the POINT OF BEGINNING of the herein described 0.029 acre tract;

THENCE, crossing the said 1619.55 acre tract with the north line of the said 170.15 acre tract, S 88° 02' 15" E, 1309.43 feet to an iron rod found for an angle point in the said south line of the 1619.55 acre tract and the said north line of the said 170.15 acre tract for the most easterly northeast corner of the herein described tract;

THENCE, crossing the said 170.15 acre tract with the said south line of the 1619.55 acre tract, the following two (2) courses and distances:

- 1) S 62° 32' 13" W, 3.96 feet to an iron rod found for an angle point; and
- 2) N 87° 57' 07" W, 1305.98 feet to the POINT OF BEGINNING of the herein described tract and containing 0.029 acres of land.

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

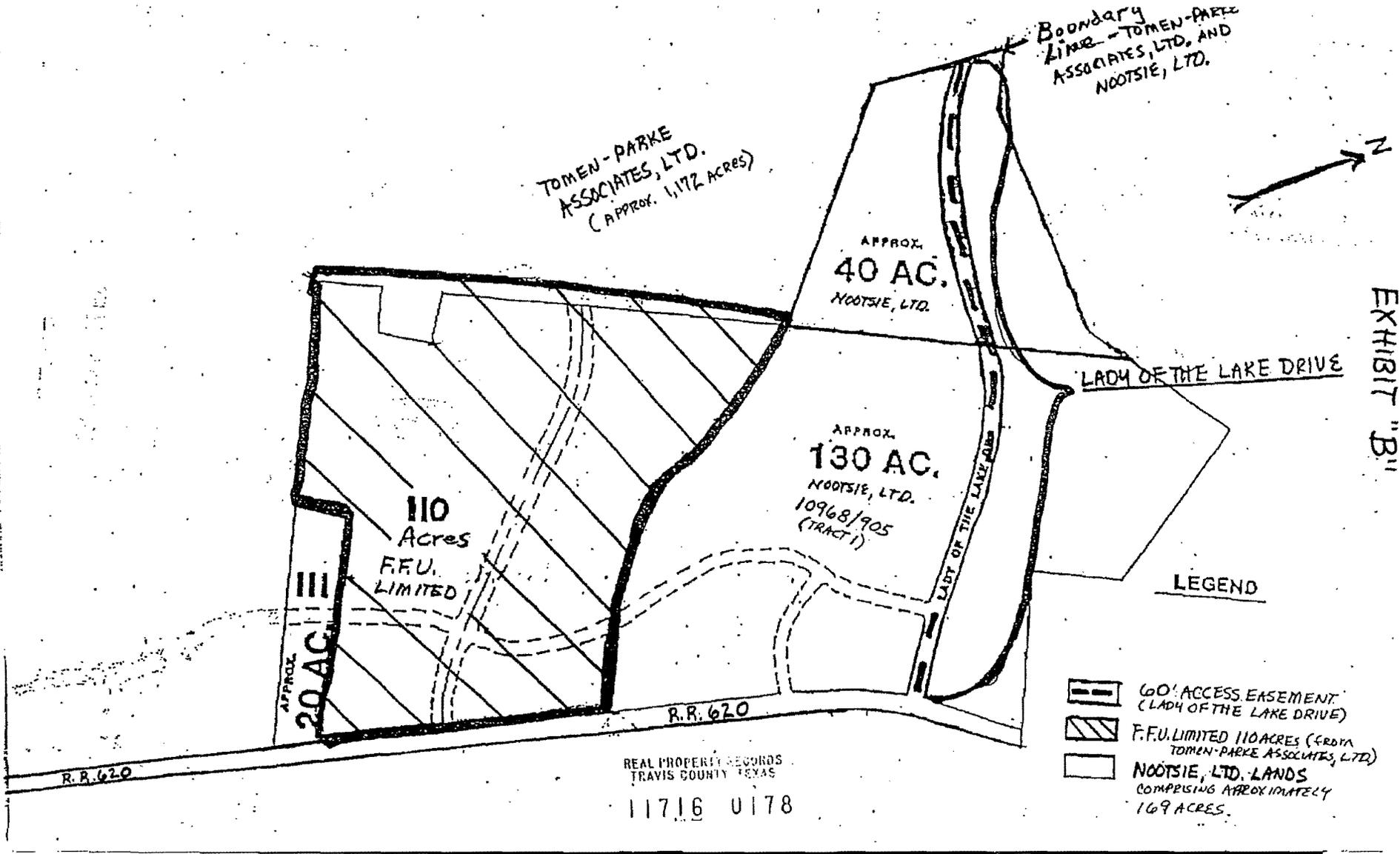
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9th day of July 1985, A.D.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0177



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas



TOMEN-PARKE
ASSOCIATES, LTD.
(APPROX. 1,172 ACRES)

Boundary
Line - TOMEN-PARKE
ASSOCIATES, LTD. AND
NOOTSIE, LTD.

APPROX.
40 AC.
NOOTSIE, LTD.

APPROX.
130 AC.
NOOTSIE, LTD.
10968/905
(TRACT 1)

110
Acres
F.F.U.
LIMITED

APPROX.
20 AC.

LADY OF THE LAKE DRIVE

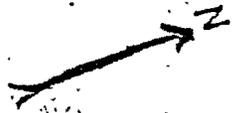
LEGEND

-  60' ACCESS EASEMENT
(LADY OF THE LAKE DRIVE)
-  F.F.U. LIMITED 110 ACRES (FROM
TOMEN-PARKE ASSOCIATES, LTD.)
-  NOOTSIE, LTD. LANDS
COMPRISING APPROXIMATELY
169 ACRES.

REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

11716 0178

EXHIBIT "B"



FILED

JUN 26 9 41 AM '92

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
above RECORDS of Travis County, Texas, on

JUN 28 1892



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0179

26.00
JK

DOC. NO.

EASEMENT

92059826

STATE OF TEXAS

§

3:35 PM 3750

23.00 INDX
2 4 06/26/92

COUNTY OF TRAVIS

§

3:35 PM 3750

3.00 RECH
2 4 06/26/92
14.18-CHK#

920598.26-DOC#

That NOOTSIE, LTD., a Texas limited partnership, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by TOMEN-PARKE ASSOCIATES, LTD., a Texas limited partnership, the receipt and sufficiency of which is hereby acknowledged and confessed and for which no lien or encumbrance, express or implied, is retained, has this day GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto TOMEN-PARKE ASSOCIATES, LTD., a Texas limited partnership, hereinafter called "Grantee", a perpetual right-of-way and easement (the "Easement") sixty feet (60') in width for access, ingress and egress in, upon and across the following described property located in Travis County, Texas (the "Property"), to-wit:

169.903 acres of land and .029 acres of land, more or less, out of the A.E. Livingston Survey No. 455, the G. H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14) and the Samuel Blakey Survey No. 32, Travis County, Texas, being also described as 168.873 acres of land, in (a) a deed dated January 13, 1989, from Southwest Realty Research & Development, Inc. to Nootsie, Ltd., recorded in Volume 10968, Page 905, Real Property Records of Travis County, Texas, describing a tract of 151.706 acres, and (b) a deed dated January 13, 1989, from Southwest Realty Research & Development, Inc. to Nootsie, Ltd., recorded in Volume 10968, Page 919, Real Property Records of Travis County, Texas, describing a tract of 16.873 acres; and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all intents and purposes,

TO HAVE AND TO HOLD the right-of-way and easement granted herein perpetually to Grantee, and Grantee's successors, heirs and assigns, together with the right and privilege at any and all times to enter the Property covered by the Easement, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing the road or access way and appurtenances associated therewith.

The right-of-way and easement granted herein is subject to the following terms and conditions:

1. Character of Easement. The easement granted herein is appurtenant to a tract of land owned by Grantee immediately adjacent to the Property, said adjacent tract being more particularly described as follows:

1,172.7646 acres of land, more or less, out of the W.B.D. Smith Survey No. 74, Abstract 700 and various other Surveys located in Travis County, Texas and being more particularly described as Tracts I, II, III, IV and V in a Deed dated June 17, 1991 from 620 Investors, Ltd. to Tomen-Parke Associates, Ltd., recorded in Volume 11466, Page 828 of the Real Property Records of Travis County, Texas (the "adjacent tract").

2. Location of Easement. The right-of-way and easement herein granted shall be located as shown in Exhibit "B" attached hereto and incorporated herein by reference for all intents and purposes. The easement granted herein is intended to allow Grantee access to a road to be constructed across the Property and other acreage owned by Grantor (which proposed road is currently commonly known as Lady of the Lake Drive) which acreage is more specifically

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

described in the Access Easement of even date herewith executed by Grantor to Grantee comprising approximately 130 acres, more or less, so that Grantee will have access to the westerly and easterly boundaries of Grantee's adjacent tract. The location of the right-of-way and easement herein granted may be changed by the mutual consent of Grantor and Grantee, which consent shall not be unreasonably withheld. In addition, Grantor shall have the right to relocate the right-of-way and easement granted herein no later than the date a Preliminary Plat has been approved by the appropriate governmental authorities as to the Property or any part thereof, provided, however, Grantor's right to relocate shall be limited to the area more specifically described in Exhibit "B" attached hereto and incorporated herein by reference.

3. Duration of Easement. The right-of-way, easement and rights and privileges herein granted shall be perpetual. Grantor hereby binds itself, its successors, heirs and assigns, to warrant and forever defend the right-of-way, easement and rights and privileges herein described unto Grantee, its successors, heirs 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.

4. Exclusiveness of Easement. The right-of-way and easement and rights and privileges granted herein are not exclusive, and Grantor may convey similar rights and easements or any other easement to any person so long as such conveyance does not materially diminish Grantee's rights with respect to the Property covered by the easement granted herein.

5. Ownership of Property. Grantor covenants that Grantor is the owner of fee simple title to the Property, that the conveyance of the easement granted herein is legally binding upon Grantor without the necessity of the approval, consent or joinder of any other person, party, authority or entity and that the undersigned representative has the full power and authority to execute this instrument on behalf of Grantor.

6. Access to Property; Repairs. For the same consideration recited above, Grantor hereby grants to Grantee the right to enter the Property along the Easement and to take all such actions at Grantee's expense as are reasonably necessary to carry out and fulfill the purposes for which the easement described herein has been granted, including construction of a roadway and removal of dirt, removal of rock, grading, removal of obstructions and cutting or trimming shrubs, brush and trees within the Easement. Grantee hereby covenants and agrees that all trees, shrubs and brush which Grantee is hereby authorized to cut shall be removed from the Easement by Grantee (they shall not be burned on the Property or the Easement). Grantee shall be responsible for all costs, fees and expenses related to the construction of any roadway and related improvements constructed by Grantee within the boundaries of the right-of-way and easement herein granted. Grantee hereby covenants and agrees that before doing any work or making any repairs which will interfere with any road or other arteries of transportation or interfere in any way with the operations of Grantor, its agents, employees, tenants, lessees and assigns, to notify Grantor in writing of such intent at least ten (10) days prior to commencement of work. Said notice shall be deemed to have been timely and properly given and delivered to Grantor (a) two (2) days after deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, (b) on the date actually delivered to Grantor in person or by duly appointed agent, (c) on the date transmitted by a legible telecopier or facsimile transmission, or (d) one (1) day after deposited at any overnight express mail service, and addressed to the Grantor at the following address: c/o Pohl, Brown & Associates, Inc., 13809 Research Blvd., Suite 1000, Austin, Texas 78750 or, as applicable, Fax No. (512) 335-1309; provided, however, that Grantor shall have the right to change its address for notice hereunder to any location within the continental United States by the giving of thirty (30) days prior written notice to Grantee in the manner set forth hereinabove. Grantee agrees that the abovementioned work or repairs shall be

completed as expeditiously as possible; provided, however, that Grantee shall conduct its operations upon said easement in a manner which will not unduly interfere with Grantor's operations.

7. Other Routes; Clean-Up. During the performance of its work or any subsequent maintenance, repair, removal, or replacement thereof, Grantee covenants to leave or arrange for reasonable crossing over said easement area to accommodate the passage of Grantor and those holding under Grantor, its agents, employees, tenants and lessees, as well as their vehicles; and Grantee further agrees that where the road it constructs crosses any road or other artery of transportation, construction will be such as not to unduly interfere with the use thereof, unless, prior to commencing said construction, Grantee shall make available equivalent or better alternate routes or crossings. Grantee agrees to cleanup, in a good and workmanlike manner, the debris caused by its construction so as to leave the Easement area free from fire hazard and in such condition as will not cause injury or damage to Grantor, its agents, employees, tenants and lessees. Grantee covenants that, after initial construction has been completed, not to cause, create, or permit to continue on the Easement area any unsightly or hazardous condition.

8. Indemnification. Grantee covenants and agrees at all times to indemnify and defend Grantor, its successors and assigns and all persons claiming under them, and to hold them harmless from and against any and all loss, cost, expenses, damages and liabilities of every nature whatsoever occurring, arising out of, or resulting from the use of the easement by Grantee, its successors and assigns, contractors and sub-contractors, except in situations due to the negligence or willful misconduct of Grantor or its employees, representatives, agents, licensees, successors, assigns, contractors and subcontractors. Grantor covenants and agrees at all times to indemnify and defend Grantee, its successors and assigns and all persons claiming under them, and to hold them harmless from and against any and all loss, cost, expenses, damages and liabilities of every nature whatsoever occurring, arising out of, or resulting from the use of the easement by Grantor, its successors and assigns, contractors and sub-contractors, except in situations due to the negligence or willful misconduct of Grantee or its employees, representatives, agents, licensees, successors, assigns, contractors and subcontractors.

9. Use by Grantor. Nothing herein contained shall affect the right of Grantor, or its successors and assigns, to go upon or across the right-of-way herein granted at any time for any purpose whatsoever, to the extent and for so long as such use will not interfere with the Grantee's rights hereunder. Grantors may make any reasonable use of the easement area, and Grantee accepts the rights granted to it hereunder burdened with such present or prospective reasonable use by Grantor, its successors and assigns to the extent that such use will not interfere with the Grantee's rights hereunder.

10. Subject to Covenants, etc. This grant is made subject to any and all valid and subsisting covenants, exceptions, stipulations, conditions, permissive uses, executory rights, interests, reservations, and mineral or royalty, either or both, interests in the oil, gas and other minerals, and leases thereof, if any, of whatsoever nature, and the rights of the holder of any interest therein and thereof, if any, now outstanding or affecting the property described herein and now of record in the office of the County Clerk of Travis County, Texas, but only to the extent they are still in force and effect.

11. Subject to Other Easements, etc. This grant is made subject to any and all easements, grants, reservations, and rights-of-way reflected by the Deed Records of Travis County, Texas, or which would be apparent by visual inspection upon the grounds whether for highways, roads, pipelines, electrical distribution or transmission lines, television cables, water lines, sanitary sewer lines, or for any other utilities or purposes heretofore granted or acquired affecting the lands and interests herein described, and as

to any such, the warranty herein does not apply and none shall be taken or implied.

12. Subject to Other Rights. This grant is made subject to any and all zoning laws, ordinances, regulations, and statutes of any governmental entity having jurisdiction of the premises described herein, now existing or which may hereafter exist by reason of any legal authority during the term of this conveyance. Subject to the above, Grantor reserves the following rights:

A. To place over, across, through, in, under, and alongside said Easement as many facilities and appurtenances, by way of illustration and not limitation, such as roads, streets, sidewalks, pipelines, electric power lines, telephone lines, television cable lines, water lines, sewer lines, drainage lines, including conduits therefor, and any and all other types of installations that Grantor, its heirs, executors, administrators, successors and assigns may desire, whether necessary or convenient, provided such facilities and appurtenances shall not in any way interfere with Grantee's exercise of its rights hereunder; and

B. The right to grant any and all other easements in, on, over, across, under, and alongside said Easement without remuneration to Grantee; provided such easements shall not in any way interfere with Grantee's exercise of its rights hereunder.

13. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or oral modifications concerning this instrument shall be of no force and effect. All amendments or modifications hereto must be in writing and signed by all parties.

14. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, attorneys' fees and costs.

15. Binding Effect. The right-of-way and easement granted herein shall be deemed to run with the Property and the terms and conditions of this instrument shall be binding upon Grantor and Grantee and shall inure to the benefit of the Grantor and the Grantee and their respective personal representatives, successors and assigns.

EXECUTED to be effective as of the 15th day of June, 1992.

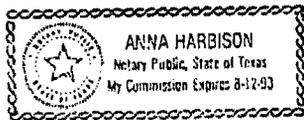
NOOTSIE, LTD., a Texas limited partnership

By: [Signature]
Gary F. Brown, General Partner

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of June, 1992, by Gary F. Brown, General Partner on behalf of NOOTSIE, LTD., a Texas limited partnership.

[Signature]
Notary Public, State of Texas
Print name: Anna Harbison
My commission expires: 8-12-93



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0183

EXHIBIT "A"

169.903 Acre Tract:

May 27, 1965
85017

A.E. Livingston Survey No. 455
G.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

STATE OF TEXAS :

COUNTY OF TRAVIS:

FIELDNOTE DESCRIPTION of a 169.903 acre tract of land out of A.E. Livingston Survey No. 455, the G.H. Phillips Survey No. 14 (also known as the J.L. Peterson Survey No. 14), and the Samuel Blakey Survey No. 32, all of Travis County, Texas; the said 169.903 acre tract of land being all of a 1.633 acre tract of land described in a deed to Richard Scott recorded in Volume 8114, Page 428, Deed Records of Travis County; being all of a 24.00 acre tract of land as described in a deed to Selwyn W. Ligon as recorded in Volume 5091, Page 348, Deed Records of Travis County; being a portion of a 93.00 acre tract of land called Tract III in a deed to Smith W. and Lillie Ligon as recorded in Volume 1563, Page 42, Deed Records of Travis County; being a portion of 44.00 acre tract of land described in a deed to Virginia Ligon Scott as recorded in Volume 8418, Page 551, Deed Records of Travis County; being a portion of a 64.00 acre tract of land described in a deed to Selwyn W. Ligon, et. al. as recorded in Volume 5258, Page 2326, Deed Records of Travis County; and being all of that tract of land conveyed to Selwyn W. Ligon by Probate Cause No. 41,613 and Probate Cause No. 42,353, Probate Records of Travis County; the said 169.903 acre tract being more particularly described as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide State Highway described in a deed to the State of Texas as recorded in Volume 948, Page 96, Deed Records of Travis County; the said iron pipe being the southeast corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926, Deed Records of Travis County; for the most easterly northeast corner of the herein described tract;

THENCE, with the northwest line of F.M. 620 crossing the said 93.00 acre Tract III, the following three (3) courses and distances:

- 1) S 40° 51' 15" W, 545.19 feet to a concrete monument found for a point of curvature;
- 2) A distance of 623.37 feet with the arc of a non-tangent curve to the left having a central angle of 23° 41' 39", a radius of 1507.39 feet and a chord which bears S 29° 05' 08" W, a distance of 618.93 feet to a concrete monument found for a point of tangency; and
- 3) S 16° 58' 24" W, 1221.92 feet to an iron pipe found for the most southerly southeast corner of the herein described tract; the said iron pipe being in a northeast line of a 1619.55 acre tract of land described in a deed to 620 Investors as recorded in Volume 8421, Page 835 of the Deed Records of Travis County;

THENCE, crossing the said 93.00 acre Tract III with the said northeast line of the 1619.55 acre tract for the southwest line of the herein described tract, the following six (6) courses and distances:

- 1) N 60° 00' 58" W, 874.52 feet to an iron pipe found for an angle point;
- 2) N 45° 33' 59" W, passing at a distance of 315.06 feet the southeast corner of the said 24.00 acre tract recorded in Volume 5091, Page 348, Deed Records of Travis County; in all for a total distance of 465.06 feet to a 60-D nail found for an angle point;

11716 0185
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT "A"

169.903 Acre Tract
Page 2

May 22, 1965
85017

A.E. Livingston Survey No. 455
G.H. Phillips Survey No. 14
Samuel Blakey Survey No. 32

- 3) N 19° 00' 43" W, 409.36 feet to a 60-D nail found for an angle point;
- 4) N 34° 47' 40" W, passing at a distance of 163.33 feet the southwest corner of the said 24.00 acre tract; being the most southerly corner of the said 64.00 acre tract recorded in Volume 5258, Page 2326 and the most southerly southeast corner of the said Scott 44.00 acre tract; in all for a total distance of 896.65 feet to an iron rod found;
- 5) N 34° 46' 24" W, 29.84 feet to a 60-D nail found for an angle point; and
- 6) N 12° 50' 14" W, 16.42 feet to an iron pipe found for an angle point in the south line of the said Scott 44.00 acre tract; being also the most easterly southeast corner of a 20.00 acre tract of land described in a deed to 620 Investors as recorded in Volume 9052, Page 823 of the Deed Records of Travis County;

THENCE, crossing the said Scott 44.00 acre tract of land with the east line of 620 Investors 20.00 acre tract, the following two (2) courses and distances:

- 1) N 48° 35' 01" W, 1360.51 feet to an iron rod found for an angle point; and
- 2) N 07° 35' 34" E, 804.34 feet to an iron rod found in the north line of the Scott 44.00 acre tract in a south line of the said 1619.55 acre 620 Investors tract; being the northeast corner of the said 20 acre 620 Investors tract for the northwest corner of the herein described tract;

THENCE, with the said south line of the 1619.55 acre tract with the north line of the said 44.00 acre Scott tract, the following two (2) courses and distances:

- 1) S 58° 55' 57" E, 99.88 feet to an iron rod set for an angle point; and
- 2) S 61° 43' 38" E, passing at a distance of 120.26 feet the northeast corner of the said 44.00 acre Scott tract; in all for a total distance of 253.58 feet to an iron rod found for an angle point;

THENCE, continuing with the north line of the Ligon 64.00 acre tract and the south line of the 1619.55 acre 620 Investors tract, N 78° 02' 22" E, 17.74 feet to an iron rod set for an angle point;

THENCE, crossing the said 1619.55 acre tract with the north line of the said Ligon 64.00 acre tract, S88° 02' 15" E, 1309.43 feet to an iron pipe found for the northeast corner of the said Ligon 64.00 acre tract; being in the northwest line of the Selwyn W. Ligon Probate Cause No. 41,613 and Probate Cause No. 42,353 tracts being also in the said south line of the 1619.55 acre 620 Investors tract;

THENCE, with the northwest line of the Ligon Probate tract, and the said south line of the 1619.55 acre tract, N 58° 28' 45" E, 311.25 feet to an iron rod found for an ell corner of the 1619.55 acre tract; being the southwest corner of a called 37.78 acre tract of land described in a deed to M.H. Bunten, et.al. as recorded in Volume 2576, Page 176 of the Deed Records of Travis County;

11716 013
REAL PROPERTY RECORDS
TRAVIS COUNTY TEXAS

EXHIBIT "A"

169.903 Acre Tract
Page 3

May 22, 1985
85017
A.E. Livingston Survey No. 455
C.H. Phillips Survey No. 14
Samuel Blskey Survey No. 32

THENCE, continuing with the northwest line of the Ligon Probate tract and the southeast line of the M.H. Bunten 37.78 acre tract, the following two (2) courses and distances:

- 1) N 61° 45' 43" E, 197.19 feet to an iron pipe found for an angle point; and
- 2) N 57° 58' 51" E, 492.96 feet to an iron pipe found for the most northerly corner of the Ligon Probate tract; being the most northerly northeast corner of the herein described tract; being also the northwest corner of a 19.494 acre tract of land described in a deed to Matt Wiggers as recorded in Volume 6755, Page 1815 of the Deed Records of Travis County; being also in the southeast line of a 25.7 acre tract of land described in a deed to John B. and Margaret M. Holdsworth as recorded in Volume 2256, Page 215 of the Deed Records of Travis County;

THENCE, with the southwest line of the Wiggen 19.494 acre tract and the northeast line of the Ligon Probate tract, S 32° 59' 06" E, 1076.20 feet to an iron rod found for the most southerly corner of the said Matt Wiggen 19.494 acre tract; also being in the northwest line of a 10.74 acre tract of land described in a deed to Southern Union Realty Company as recorded in volume 8706, Page 549 of the Deed Records of Travis County; for an angle point in the northeast line of the herein described tract;

THENCE, with the southeast line of the Ligon Probate tract and the northwest line of said 10.74 acre tract, the following two (2) courses and distances:

- 1) S 29° 41' 54" W, 124.80 feet to an iron pipe found for an angle point; and
- 2) S 29° 27' 55" W, 196.26 feet to an iron pipe found for the most westerly southwest corner of the said 10.74 acre tract and the most northerly northwest corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926 of the Deed Records of Travis County;

THENCE, continuing with the said southeast line of the Ligon Probate Tract with the northwest line of the said 5.00 acre tract, S 29° 06' 38" W, 203.95 feet to an iron pipe found for the most westerly southwest corner of the said 5.00 acre tract for an all corner in the herein described tract;

THENCE, crossing the said 93.00 acre Tract III with the southwest line of the said 5.00 acre tract, S 62° 39' 48" E, 971.73 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 169.903 acres of land, including 0.029 acres of land in conflict with the 1619.55 acre 620 Investors Tract as shown on Boundary Survey Plat No. 85017.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of June 1985, A.D.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0187



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

"LESS AND EXCEPT"

EXHIBIT "A"

0.029 Acre Tract

Samuel Blakey Survey No. 32
July 9, 1985
85061

STATE OF TEXAS :

COUNTY OF TRAVIS:

FIELDNOTE DESCRIPTION of a 0.029 acre tract of land out of the Samuel Blakey Survey No. 32, Travis County, Texas; the said 0.029 acre tract being a portion of a 169.903 acre tract called 170.15 acres described in a deed to Selsco Land and Cattle Company as recorded in Volume 9165, Page 587 of the Deed Records of Travis County; the said 0.029 acre tract being more particularly described as follows:

COMMENCING at an iron rod found for the northeast corner of a 20.00 acre tract of land described in a deed to 620 Investors as recorded in Volume 9052, Page 823 of the Deed Records of Travis County; the said iron rod being in the north line of a 44.00 acre tract of land described in a deed to Virginia Ligon Scott as recorded in Volume 8418, Page 551 of the Deed Records of Travis County; being also the most northerly northwest corner of the said 170.15 acre tract; being also in a south line of a 1619.55 acre tract of land described in a deed to 620 Investors, Ltd. as recorded in Volume 8421, Page 835 of the Deed Records of Travis County;

THENCE, with the said south line of the 1619.55 acre tract and the north line of the said 170.15 acre tract, the following three (3) courses and distances:

- 1) S 58° 55' 57" E, 99.88 feet to an iron rod set for an angle point;
- 2) S 61° 43' 38" E, 253.58 feet to an iron rod found for an angle point; and
- 3) N 78° 02' 22" E, 17.74 feet to an iron rod set for an angle point and the POINT OF BEGINNING of the herein described 0.029 acre tract;

THENCE, crossing the said 1619.55 acre tract with the north line of the said 170.15 acre tract, S 88° 02' 15" E, 1309.43 feet to an iron rod found for an angle point in the said south line of the 1619.55 acre tract and the said north line of the said 170.15 acre tract for the most easterly northeast corner of the herein described tract;

THENCE, crossing the said 170.15 acre tract with the said south line of the 1619.55 acre tract, the following two (2) courses and distances:

- 1) S 62° 32' 13" W, 3.96 feet to an iron rod found for an angle point; and
- 2) N 87° 57' 07" W, 1305.98 feet to the POINT OF BEGINNING of the herein described tract and containing 0.029 acres of land.

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9th day of July 1985, A.D.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0188



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

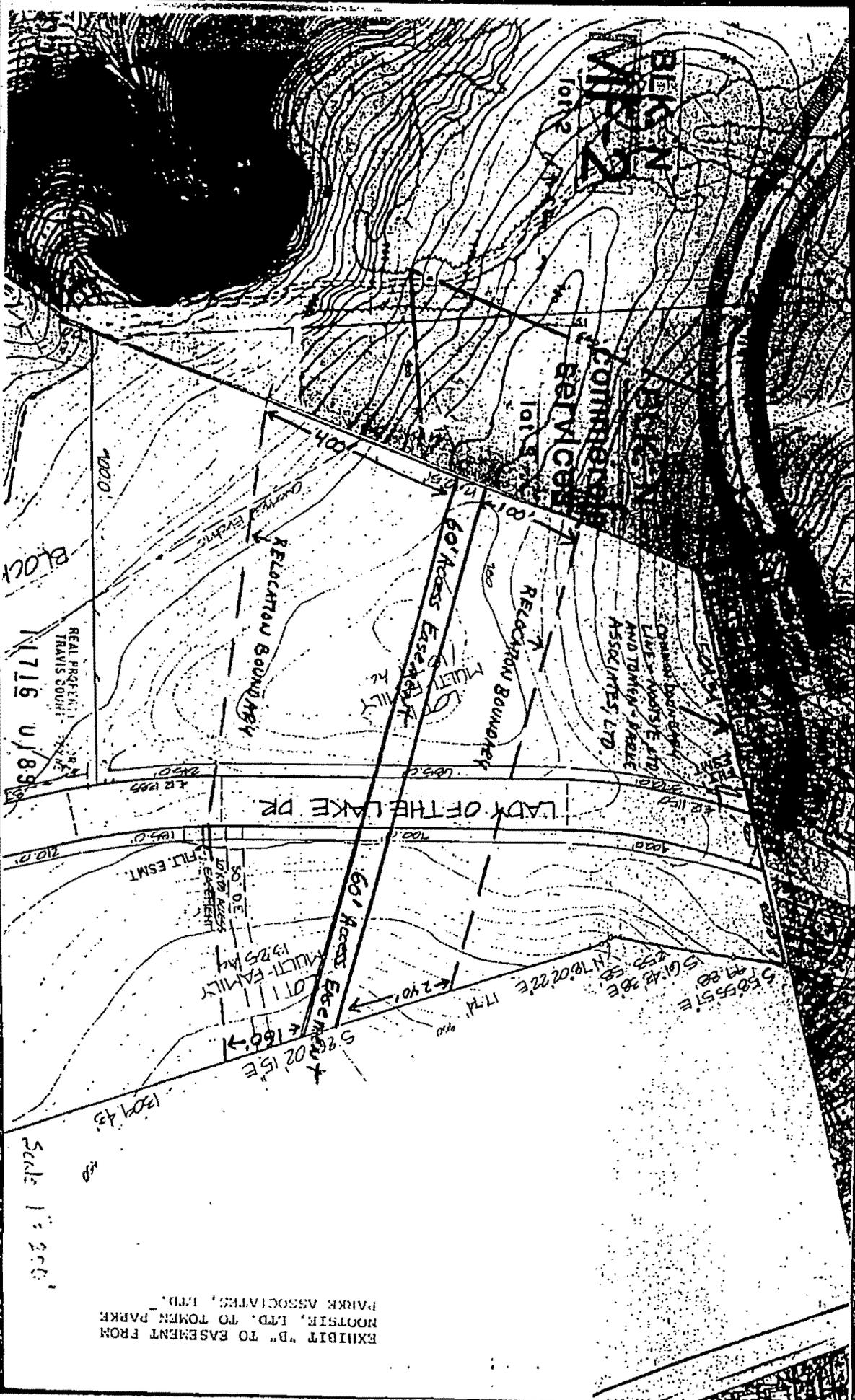


EXHIBIT "B" TO EASEMENT FROM
 MOUNTAIN, LTD. TO TOMEN PARK
 PARK ASSOCIATES, LTD.

Scale 1" = 200'

REAL PROJECT
 TRAVIS COURT
 N 715 U / 89

Block

BLK 2
 MTN

services

MOUNTAIN ASSOCIATES, LTD.

RELOCATION BOUNDARY

RELOCATION BOUNDARY

LADY OF THE LAKE DR

MULTI-FAMILY

60' Access Easement

S 01° 43' 38" E

N 78° 02' 22" E

50' O.E.
 10' x 10' ACCESS
 EASEMENT

P.L.T. ESMT.

1209' 43"

177'

185.0'

210.0'

185.0'

210.0'

185.0'

210.0'

185.0'

210.0'

FILED
JUN 26 9 42 AM '92
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me; each
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

JUN 26 1992



Dana Debeauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11716 0190

04-2519000851/ag

NO CHARGE



REL 2005007772

2 PGS

RELEASE OF EASEMENTS

DATE: December 22 2004

OWNER OF PROPERTY BENEFITED BY EASEMENTS ("BENEFICIARY"): **Travis County, Texas**
A political subdivision of the State of Texas

BENEFICIARY'S ADDRESS: Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, TX 78767

EASEMENT NO. 1:

DATE: June 15, 1992

GRANTOR: Nootsie, Ltd., a Texas Limited Partnership

RECORDING INFORMATION: Volume 11716, Page 172, Real Property Records of Travis County, Texas.

EASEMENT NO. 2:

DATE: June 15, 1992

GRANTOR: Nootsie, Ltd., a Texas Limited Partnership

RECORDING INFORMATION: Volume 11716, Page 180, Real Property Records of Travis County, Texas.

For the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Beneficiary hereby **RELEASES AND VACATES** the Easements described above, and said Easements shall no longer have any force or effect.

When the context requires, singular nouns and pronouns include the plural.

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe
Samuel T. Biscoe, Travis County Judge

STATE OF TEXAS

*

COUNTY OF TRAVIS

*

*

This instrument was acknowledged before me, the undersigned authority, on December 22, 2004, by Samuel T. Biscoe for Travis County, in the capacity stated.



Cheryl E. Aker
NOTARY PUBLIC - State of TEXAS

Return to:

 LandAmerica
Commonwealth
LandAmerica Commonwealth Title of Austin
Commercial Services
1717 W. 6th Street, Suite 100
Austin, TX 78703

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jan 14 04:52 PM

2005007772

EVANSK \$0.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

DOC. NO.
92115927

FILM CODE
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BQ

STATE OF TEXAS
COUNTY OF TRAVIS

*
* A S S I G N M E N T
* OF REAL ESTATE COMMISSION

This Assignment is made by POHL BROWN & BROWN II, INC., a Texas corporation ("Assignor"), and WILLIAM C. MARTIN ("Assignee"); and joined herein by William B. Pohl, Gary F. Brown, and Mary S. McGinnis (n/k/a Mary S. Cable) as Guarantors. Assignor and Assignee are licensed Texas real estate brokers.

37.00 INDX
1 4 11/24/92

Assignor has been granted an "exclusive listing" by NOOTSIE, LTD., a Texas limited partnership which owns land in Travis County, Texas, and thereby will be entitled to receive, at closing of the sale of NOOTSIE's land, a real estate commission.

4:16 PM 0113 5.00 RECM
1 4 11/24/92

Disputes have arisen between Assignor and Assignee, but they have decided to settle all of the issues between them. This Assignment is given in partial consideration for the settlement of those disputes, as more fully described in a Compromise & Settlement Agreement executed by Assignor and Assignee and others on or about this date.

20.59-CMK#
921159.27-DOC#

NOW, THEREFORE, the parties agree as follows:

1. Assignor, for good and valuable consideration, hereby assigns, transfers, and conveys to Assignee a portion of the proceeds payable to Assignor due to the obligation to pay real estate commissions to Assignor by NOOTSIE, LTD., to the extent as follows:

BEING one-half (1/2) of ONE (1) of the percentage "points" of the real estate commission that Assignor is entitled to from NOOTSIE, LTD., upon sale of NOOTSIE's property [i.e., equivalent to one-half percent (0.005) of the Purchase Price at the time of sale by NOOTSIE, LTD.]; the legal description of said property being attached hereto as Exhibit A.

2. The parties expressly agree that nothing herein contained shall be deemed to create a lien, encumbrance, or other cloud on the title to any real property owned by NOOTSIE, LTD., including but not limited to the real property described in the aforementioned Exhibit A.

3. This Assignment is being executed by Assignor and accepted by Assignee prior to the sale of the Property by NOOTSIE, LTD., and shall be binding upon Assignor, its successors and assigns, and its officers, directors, and shareholders.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0684

EXECUTED EFFECTIVE the 1st day of August
1991, on this 1st day of August 1991.

ASSIGNEE:

William C. Martin
William C. Martin

ASSIGNOR:

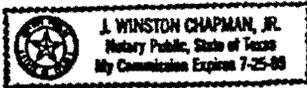
POHL BROWN & BROWN II, INC.

By: William B. Pohl
William B. Pohl
President

STATE OF TEXAS *
COUNTY OF TRAVIS *

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared William B. Pohl, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said POHL BROWN & BROWN II, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

1st day of August 1991.



[Signature]
NOTARY PUBLIC - State of TEXAS

This Assignment of Real Estate Commission is guaranteed jointly and severally by William B. Pohl, Gary F. Brown, and Mary S. McGinnis (n/k/a Mary S. Cable).

Date: 8-1-91 William B. Pohl
William B. Pohl

Date: 8-1-91 [Signature]
Gary F. Brown

Date: 8-6-91 Mary S. Cable
Mary S. McGinnis
n/k/a Mary S. Cable

jwc/2065-3g1.a9b

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

ASSIGNMENT: REAL ESTATE COMMISSION
Rev. 07.24.91

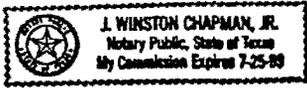
11820 0685

.2.

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared William B. Pohl, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 1st day of August 1991.

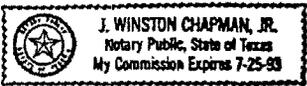


[Signature]
NOTARY PUBLIC - State of T E X A S

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared Gary F. Brown, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 1st day of August 1991.

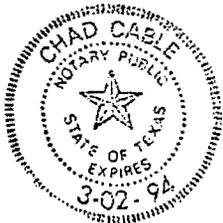


[Signature]
NOTARY PUBLIC - State of T E X A S

STATE OF TEXAS §
COUNTY OF ~~TRAVIS~~ DALLAS §

BEFORE ME, the undersigned Notary Public in and for said county and state, on this day personally appeared Mary S. Cable, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 6th day of August 1991.



[Signature]
NOTARY PUBLIC - State of T E X A S

JWC/gsl
jwc/2065-3g1.a9b

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0686

Tract 1
155.992 Acres

A. E. Livingston Survey No. 455
G. H. Phillips Survey No. 14
Samuel Blakey Survey No. 32
June 16, 1988
88521.10/3318/s1/Page 1

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 155.992 acre tract of land out of the A. E. Livingston Survey No. 455, the G. H. Phillips Survey No. 14 (also known as the J. L. Peterson Survey No. 14), and the Samuel Blakey Survey No. 32, all of Travis County, Texas; the said 151.446 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to Selsco Land and Cattle Company as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 155.992 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement conveyed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the southeast corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926, of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract for the most easterly northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the northwest line of F.M. 620 being the southeast line of the said 157.625 acre tract for the southeast line of the herein described tract, the following three (3) courses and distances:

- 1) S 40° 51' 15" W, a distance of 545.19 feet to a concrete monument found for a point of curvature;
- 2) a distance of 623.37 feet with the arc of a non-tangent curve to the left having a central angle of 23° 41' 39", a radius of 1507.39 feet and a chord which bears S 29° 05' 07" W, a distance of 618.93 feet to a concrete monument found; and
- 3) S 16° 58' 24" W, a distance of 1221.92 feet to an iron pipe found for the most southerly southeast corner of the said 157.625 acre tract for the most southerly southeast corner of the herein described tract; the said iron pipe being in a northeast line of a 248.939 acre tract of land called 248.986 acres as described in a deed to 620 Investors as recorded in Volume 10015, Page 206 of the Deed Records of Travis County, Texas;

THENCE, with the said northeast line of the 248.939 acre tract being the southwest line of the said 157.625 acre tract, for the southwest line of the herein described tract, the following four (4) courses and distances:

- 1) N 60° 00' 58" W, a distance of 874.52 feet to an iron pipe found for an angle point;
- 2) N 45° 33' 59" W, a distance of 465.06 feet to a 60d nail found for an angle point;
- 3) N 19° 00' 43" W, a distance of 409.36 feet to a 60d nail found for an angle point; and
- 4) N 34° 47' 40" W, a distance of 896.65 feet to an iron rod found for the northwest corner of the said 248.986 acre tract of land, being also an angle point in the east line of a 712.300 acre tract of land described in a deed from Parke Investors, Ltd. to 620 Investors, Ltd., as recorded in Volume 10188, Page 859 of the Deed Records of Travis County, Texas;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0688

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10968 0910

EXHIBIT

A-1

Tract 1
155.992 Acres

A. E. Livingston Survey No. 455
G. H. Phillips Survey No. 14
Samuel Blakey Survey No. 32
June 16, 1988
88521.10/3318/sl/Page 2

THENCE, with an easterly line of the 712.300 acre tract of land for the southwest and west lines of the 157.625 acre tract and the herein described tract, the following four (4) courses and distances:

- 1) N 34° 46' 24" W, a distance of 29.84 feet to a 60d nail found for an angle point;
- 2) N 12° 50' 14" W, a distance of 16.42 feet to an iron pipe found for an angle point;
- 3) N 48° 35' 01" W, a distance of 1360.51 feet to an iron rod found for an angle point; and
- 4) N 07° 35' 34" E, a distance of 804.34 feet to an iron rod found for the northwest corner of the said 157.625 acre tract and the herein described tract;

THENCE, continuing with the easterly line of the 712.30 acre tract of land being the north line of the 157.625 acre tract and the herein described tract, the following three (3) courses and distances:

- 1) S 58° 55' 57" E, a distance of 99.88 feet to an iron rod found for an angle point;
- 2) S 61° 43' 38" E, a distance of 253.58 feet to an iron rod found for an angle point; and
- 3) N 78° 02' 22" E, a distance of 17.74 feet to an iron rod found for the most westerly corner of a 0.029 acre tract of land described in a deed to Parke 620 North, Inc., as recorded in Volume 9259, Page 92 of the Deed Records of Travis County, Texas;

THENCE, with the south line of the said 0.029 acre tract of land being the north line of the said 157.625 acre tract, the following two (2) courses and distances:

- 1) S 87° 57' 07" E, a distance of 1305.98 feet to an iron rod found for an angle point; and
- 2) N 62° 32' 13" E, a distance of 3.96 feet to an iron pipe found for the most easterly corner of the said 0.029 acre tract of land;

THENCE, continuing with the said easterly line of the 712.300 acre tract being the north line of the 157.625 acre tract, N 58° 28' 45" E, a distance of 311.25 feet to an iron rod found for an ell corner in the easterly line of the 712.300 acre tract; being also the southwest corner of a 37.78 acre tract of land described in a deed to M. H. Bunten, et. al. as recorded in Volume 2576, Page 176 of the Deed Records of Travis County, Texas;

THENCE, continuing with the northwest line of the 157.625 acre tract being the southeast line of the M. H. Bunten 37.78 acre tract, the following two (2) courses and distances:

- 1) N 61° 45' 43" E, 197.19 feet to an iron pipe found for an angle point; and
- 2) N 57° 58' 51" E, 492.98 feet to an iron pipe found for the most northerly corner of the said 157.625 acre tract and the herein described tract; being also the northwest corner of a 19.494 acre tract of land described in a deed to Matt Wiggers as recorded in Volume 6755, Page 1815 of the Deed Records of Travis County, Texas; being also in the southeast line of a 25.7 acre tract of land described in a deed to John B. and Margaret M. Holdsworth as recorded in Volume 2256, Page 215 of the Deed Records of Travis County, Texas;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10968 09/11

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0689

Tract 1
155.992 Acres

A. E. Livingston Survey No. 455
G. H. Phillips Survey No. 14
Samuel Blakey Survey No. 32
June 16, 1988
88521.10/3318/sl/Page 3

THENCE, with the southwest line of the Wiggers 19.494 acre tract of land being the northeast line of the 157.625 acre tract, S 32° 59' 06" E, a distance of 1076.20 feet to an iron rod found for the most southerly corner of the said 19.494 acre tract; being also in the northwest line of a 10.74 acre tract of land described in a deed to Southern Union Realty Company as recorded in Volume 8706, Page 549 of the Deed Records of Travis County, Texas; the said iron rod being an angle point in the northeast line of the herein described tract;

THENCE, continuing with the northeast line of the 157.625 acre tract and the northwest line of said 10.74 acre tract, the following two (2) courses and distances:

- 1) S 29° 41' 54" W, a distance of 124.80 feet to an iron pipe found for an angle point; and
- 2) S 29° 27' 55" W, a distance of 196.26 feet to an iron pipe found for the most westerly southwest corner of the said 10.74 acre tract and the most northerly northwest corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926 of the Deed Records of Travis County, Texas;

THENCE, continuing with the said northeast line of the 157.625 acre tract being the northwest line of the said 5.00 acre tract, S 29° 06' 38" W, a distance of 203.95 feet to an iron pipe found for the most westerly southwest corner of the said 5.00 acre tract for an ell corner in the northeast line of the herein described tract;

THENCE, with the southwest line of the 5.00 acre tract of land, S 62° 39' 48" E, a distance of 971.73 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 169.874 acres of land, SAVE AND EXCEPT the following described tracts: Tract Two - 5.402 acres; Tract Three - 1.868 acres; Tract Four - 1.828 acres; Tract Five - 3.151 acres and Tract Six - 1.633 acres, for a total net acreage of 155.992 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

20th day of June, 1988, A.D. WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the



Sam Long

Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0690

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10968 0912

Tract 6
1.633 Acre

G. H. Phillips Survey No. 14
June 16, 1988
88521.10/3318/s1

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 1.633 acre tract of land out of the G. H. Phillips Survey No. 14 (also known as the J. L. Peterson Survey No. 14), Travis County, Texas; the said 1.633 acre tract of land described in a deed to Cindy Scott as recorded in Volume 10466, Page 31 of the Deed Records of Travis County, Texas; the said 1.633 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an Iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement conveyed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said Iron pipe being the most southerly southeast corner of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co. as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said Iron rod being also in the north line of a 248.939 acre tract of land called 248.986 acres in a deed from 620 Parke Development, Inc. to 620 Investors Ltd., as recorded in Volume 10015, Page 206 of the Deed Records of Travis County, Texas;

THENCE, leaving the said northwest line of F.M. 620 and crossing the said 157.625 acre tract of land, N 13° 41' 45" W, a distance of 2990.91 feet to an Iron rod found for the southeast corner and POINT OF BEGINNING of the herein described tract; the said Iron rod being N 65° 31' 40" W, a distance of 1892.36 feet from an Iron pipe found in the said northwest line of F.M. 620 for the most easterly northeast corner of the said 157.625 acre tract;

THENCE, continuing across the said 157.625 acre tract, the following four (4) courses and distances:

- 1) N 79° 37' 01" W, a distance of 230.94 feet to an Iron rod found for the southwest corner of the herein described tract;
- 2) N 10° 22' 51" E, a distance of 307.93 feet to an Iron rod found for the northwest corner of the herein described tract;
- 3) S 79° 41' 43" E, a distance of 230.90 feet to an Iron rod found for the northeast corner of the herein described tract; and
- 4) S 10° 22' 24" W, a distance of 308.24 feet to the POINT OF BEGINNING of the herein described tract, and CONTAINING 1.633 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of June 1988, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11820 0691

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10968 0917

EXHIBIT
A-2

Tract 2
5.402 Acres

A. E. Livingston Survey No. 455
August 1, 1989
88521.30/3318/Page 1

STATE OF TEXAS §
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 5.402 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 5.402 acre tract of land being all of Parcel 1 as described in a Substitute Trustee's Deed to Franklin Savings Association, as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas; the said 5.402 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron pipe found in the northwest line of F. M. Highway 620, a 150 foot wide right-of-way easement conveyed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most southerly southeast corner of a 155.992 acre tract of land described as 157.625 acres in a deed to SELSCO Land & Cattle Co. as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said iron rod being also in the north line of a 248.939 acre tract of land called 248.986 acres in a deed from 620 Parke Development, Inc. to 620 Investors Ltd., as recorded in Volume 10015, Page 206 of the Deed Records of Travis County, Texas;

THENCE, leaving the said northwest line of F. M. 620 with the south line of the said 155.992 acre tract, being the said north line of the 248.939 acre tract, N 60° 00' 58" W, a distance of 102.63 feet to an iron rod found for the southeast corner and the POINT OF BEGINNING of the herein described tract;

THENCE, continuing with the south line of the 155.992 acre tract, being the said north line of the 248.939 acre tract, N 60° 00' 58" W, a distance of 261.59 feet to an iron rod found for the southwest corner of the herein described tract;

THENCE, leaving the said north line of the 248.939 acre tract and crossing the said 155.992 acre tract, the following five (5) courses and distances:

- 1) N 16° 58' 24" E, a distance of 911.51 feet to an iron rod found for the northwest corner of the herein described tract;
- 2) a distance of 151.79 feet with the arc of a non-tangent curve to the left having a central angle of 16° 24' 32", a radius of 530.00 feet and a chord which bears S 64° 49' 20" E, a distance of 151.27 feet to an iron rod found for a point of tangency;
- 3) S 73° 01' 36" E, a distance of 85.15 feet to an iron rod found for a point of curvature and the most northerly northeast corner of the herein described tract;
- 4) a distance of 31.42 feet with the arc of a curve to the right having a central angle of 90° 00' 00", a radius of 20.00 feet and a chord which bears S 28° 01' 36" E, a distance of 28.28 feet to an iron rod found for a point of tangency and the most easterly northeast corner of the herein described tract; and
- 5) S 16° 58' 24" W, a distance of 928.82 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 5.402 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

1ST WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the day of Aug, 1989, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT

11820 0692

A-3

STATE OF TEXAS §
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 1.868 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 1.868 acre tract of land being all of Parcel 3 as described in a Substitute Trustee's Deed to Franklin Savings Association, as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas; the said 1.868 acre tract of land being more particularly described as follows:

COMMENCING at a concrete monument found in the northwest line of F. M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said concrete monument being in the southeast line of a 155.992 acre tract of land described as 157.625 acres in a deed to Selsco Land & Cattle Co. as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas, from which an iron pipe found for the most southerly southeast corner of the 155.992 acre tract of land bears N 16° 58' 24" E, a distance of 1221.92 feet;

THENCE, leaving the said northwest line of F.M. 620 and crossing the 155.992 acre tract of land, N 24° 23' 26" W, a distance of 145.00 feet to an iron rod found for the northeast corner and the POINT OF BEGINNING of the herein described tract; the said iron rod being the southeast corner of a 1.828 acre tract of land called Parcel 2 as described in the said Substitute Trustee's Deed to Franklin Savings Association as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas;

THENCE, continuing across the said 155.992 acre tract, the following seven (7) courses and distances:

- 1) a distance of 115.86 feet with the arc of a non-tangent curve to the left having a central angle of 04° 07' 48", a radius of 1607.39 feet and a chord which bears S 19° 02' 18" W, a distance of 115.84 feet to an iron rod found for a point of tangency;
- 2) S 16° 58' 24" W, a distance of 163.06 feet to an iron rod found for a point of curvature and the most easterly southeast corner of the herein described tract;
- 3) a distance of 31.42 feet with the arc of a curve to the right having a central angle of 90° 00' 00", a radius of 20.00 feet and a chord which bears S 61° 58' 24" W, a distance of 28.28 feet to an iron rod found for the most southerly southeast corner of the herein described tract;
- 4) N 73° 01' 36" W, a distance of 85.15 feet to an iron rod found for a point of curvature;
- 5) a distance of 139.00 feet with the arc of a non-tangent curve to the right having a central angle of 16° 56' 40", a radius of 470.00 feet and a chord which bears N 64° 33' 16" W, a distance of 138.49 feet to an iron rod found in concrete for the southwest corner of the herein described tract;
- 6) N 19° 08' 52" E, a distance of 374.96 feet to an iron rod found for the northwest corner of the herein described tract; the said iron rod being the southwest corner of the said 1.828 acre tract of land; and
- 7) S 50° 29' 57" E, a distance of 251.25 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 1.868 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 1ST day of AUG, 1989, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0693

EXHIBIT

A-4

Tract 4
1.828 Acres

A. E. Livingston Survey No. 455
August 1, 1989
88521.30/3318

STATE OF TEXAS §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION of a 1.828 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 1.828 acre tract of land being all of Parcel 2 as described in a Substitute Trustee's Deed to Franklin Savings Association, as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas; the said 1.828 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a concrete monument found in the northwest line of F. M. Highway 620, a 150 foot wide right-of-way easement conveyed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County; the said concrete monument being in the southeast line of a 155.992 acre tract of land described as 157.625 acres in a deed to Selsco Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said concrete monument being N 16° 58' 24" E, a distance of 1221.92 feet from an iron pipe found for the most southerly southeast corner of the said 155.992 acre tract of land;

THENCE, leaving the said northwest line of F. M. 620 and crossing the 155.992 acre tract, N 24° 23' 26" W, a distance of 145.00 feet to an iron rod found for the southeast corner and POINT OF BEGINNING of the herein described tract; the said iron rod being the northeast corner of a 1.868 acre tract of land called Parcel 3 in the said Substitute Trustee's Deed to Franklin Savings Association as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas;

THENCE, continuing across the said 155.992 acre tract, the following five (5) courses and distances:

- 1) N 50° 29' 57" W, with the north line of the said 1.868 acre tract of land, a distance of 251.25 feet to an iron rod found for the southwest corner of the herein described tract;
- 2) N 37° 28' 09" E, a distance of 373.30 feet to an iron rod found in concrete for the northwest corner of the herein described tract;
- 3) S 52° 40' 41" E, a distance of 168.42 feet to an iron rod found for a point of curvature and the most northerly northeast corner of the herein described tract;
- 4) a distance of 30.36 feet with the arc of a curve to the right having a central angle of 86° 58' 03", a radius of 20.00 feet and a chord which bears S 09° 11' 39" E, a distance of 27.53 feet to an iron rod found for a point of reverse curvature and the most easterly northeast corner of the herein described tract; and
- 5) a distance of 369.93 feet with the arc of a curve to the left having a central angle of 13° 11' 10", a radius of 1607.39 feet and a chord which bears S 27° 41' 47" W, a distance of 369.11 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 1.828 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

151 WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the day of Aug 6, 1989, A.D.



Sam Long

Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0694

EXHIBIT

A-5

Tract 5
3.151 Acres

A. E. Livingston Survey No. 455
August 1, 1989
88521.30/3318/C

6

STATE OF TEXAS §
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 3.151 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 3.151 acre tract of land being all of Parcel 4 as described in a Substitute Trustee's Deed to Franklin Savings Association, as recorded in Volume 10476, Page 184 of the Deed Records of Travis County, Texas; the said 3.151 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron pipe found in the northwest line of F. M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas as recorded in Volume 948, Page 96 of the Deed Records of Travis County; the said iron pipe being the most easterly northeast corner of a 1.419 acre tract of land described in a deed to Nootsie, Ltd., Trustee, as recorded in Volume 10760, Page 1081 of the Deed Records of Travis County, Texas; the said iron pipe being also the southeast corner of a 5.00 acre tract of land described in a deed to Cecil L. Briggs as recorded in Volume 3971, Page 1926 of the Deed Records of Travis County, Texas;

THENCE, leaving the northwest line of F. M. 620 with the north line of the 1.419 acre tract being the south line of the Briggs 5.00 acre tract, N 62° 39' 48" W, a distance of 102.85 feet to an iron rod found for the northeast corner and POINT OF BEGINNING of the herein described tract; the said iron rod being the northwest corner of the said 1.419 acre tract of land;

THENCE, leaving the south line of the Briggs 5.00 acre tract of land with the west line of the said 1.419 acre tract being the east line of the herein described tract, the following five (5) courses and distances:

- 1) S 40° 51' 15" W, a distance of 523.18 feet to an iron rod found in concrete for a point of curvature;
- 2) a distance of 65.60 feet with the arc of a curve to the left having a central angle of 02° 20' 18", a radius of 1607.39 feet and a chord which bears S 39° 41' 06" W, a distance of 65.60 feet to an iron rod found for a point of reverse curvature and the most easterly southeast corner of the herein described tract;
- 3) a distance of 31.00 feet with the arc of a curve to the right having a central angle of 88° 48' 22", a radius of 20.00 feet and a chord which bears S 82° 55' 08" W, a distance of 27.99 feet to an iron rod found for a point of tangency and the most southerly southeast corner of the herein described tract; the said iron rod being the southwest corner of the said 1.419 acre tract of land;
- 4) N 52° 40' 41" W, a distance of 200.29 feet to an iron rod found in concrete for the southwest corner of the herein described tract; and
- 5) N 37° 32' 15" E, passing at a distance of 10.00 feet an iron rod found for the southeast corner of a 4.500 acre tract of land described in the said deed to Nootsie, Ltd., Trustee as recorded in Volume 10760, Page 1081 of the Deed Records of Travis County, Texas; in all for a total distance of 562.75 feet to an iron rod found in the said south line of the 5.00 acre tract for the northwest corner of the herein described tract; the said iron rod found being the northeast corner of the said 4.500 acre tract of land;

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0695

EXHIBIT

A-6

Tract 5
3.151 Acres

A. E. Livingston Survey No. 455
August 1, 1989
88521.30/3318/C

THENCE, with the said south line of the 5.00 acre tract, for the north line of the herein described tract, S 62° 39' 40" E, a distance of 257.00 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 3.151 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

1st WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the day of April, 1989, A.D.



Sam Long
Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0696

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 4.500 acre tract of land out of the A.E. Livingston Survey No. 455, Travis County, Texas; the said 4.500 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 4.500 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas, as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract;

THENCE, leaving the said northwest line of F.M. 620 with the northeast line of the said 157.625 acre tract, N 62° 39' 48" W, a distance of 359.85 feet to an iron rod found for the most easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the north line of and crossing the said 157.625 acre tract, the following four (4) courses and distances:

- 1) S 37° 32' 15" W, a distance of 552.75 feet to an iron rod found for the most southerly corner of the herein described tract;
- 2) N 52° 40' 41" W, a distance of 282.69 feet to an iron rod found for a point of curvature of a curve to the right;
- 3) A distance of 94.90 feet with the arc of a curve to the right having a central angle of 03° 53' 41", a radius of 1396.05 feet, and a chord which bears N 50° 43' 50" W, a distance of 94.88 feet to an iron rod set for the most westerly corner of the herein described tract; and
- 4) N 37° 32' 15" E, a distance of 483.01 feet to an iron rod set on the northeast line of the said 157.62 acre tract, for the most northerly corner of the herein described tract;

THENCE, with the said northeast line of the 157.625 acre tract, S 62° 39' 48" E, a distance of 383.59 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 4.500 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of July, 1988, A.D.



Sam Long

Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0697

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

10760 1084

~~EXHIBIT A-1~~

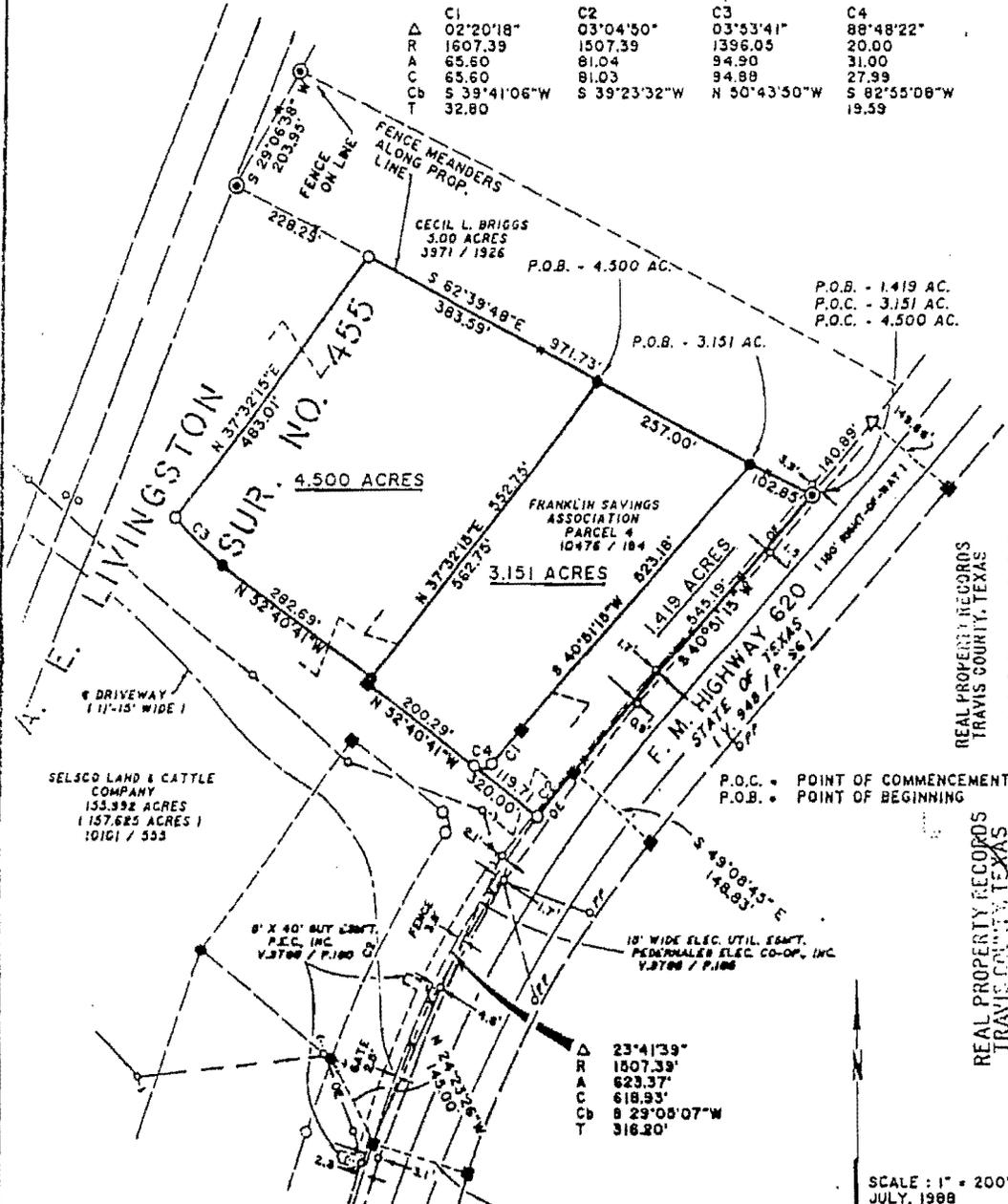
EXHIBIT

A-7

**SURVEY OF A 4.500 ACRE TRACT, A 3.151 ACRE TRACT
AND A 1.419 ACRE TRACT OUT OF
THE A. E. LIVINGSTON SURVEY NO. 455,
TRAVIS COUNTY, TEXAS**

CURVE TABLE :

	C1	C2	C3	C4
Δ	02°20'18"	03°04'50"	03°53'41"	88°48'22"
R	1607.39	1507.39	1396.05	20.00
A	65.60	81.04	94.90	31.00
C	65.60	81.03	94.88	27.99
Cb	S 39°41'06"W	S 39°23'32"W	N 50°43'50"W	S 82°55'08"W
T	32.80			19.59



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11820 0698

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10760 1085

P.O.C. • POINT OF COMMENCEMENT
P.O.B. • POINT OF BEGINNING

SCALE : 1" = 200'
JULY, 1988
TRAVIS COUNTY,
TEXAS

LEGEND :

- FOUND IRON PIPE ○
- FOUND IRON ROD ●
- SET IRON ROD ○
- FOUND CONCRETE MONUMENT ■

I, SAM LONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.



Sam Long 7/29/88
DATE
SAM LONG
REGISTERED PUBLIC SURVEYOR
NO. 4331, STATE OF TEXAS

CSEI		CAPITAL SURVEYING COMPANY (INCORPORATED)
1330 Capital of Texas Highway South Austin, Texas 78748		Building 1, Suite 500 (512) 327-4000
DRAWN BY: pb	SCALE: 1" = 200'	P.L.# 673
JOB NO.: 88521.20	DATE: JULY, 1988	SHEET NO.:
FILE NO.: CB502B	DISC: SAM 13 A	

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

A FIELDNOTE DESCRIPTION of a 1.419 acre tract of land out of the A. E. Livingston Survey No. 455, Travis County, Texas; the said 1.419 acre tract of land being a portion of a 157.625 acre tract of land described in a deed to SELSCO Land & Cattle Co., as recorded in Volume 10101, Page 555 of the Deed Records of Travis County, Texas; the said 1.419 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found in the northwest line of F.M. Highway 620, a 150 foot wide right-of-way easement described in a deed to the State of Texas, as recorded in Volume 948, Page 96 of the Deed Records of Travis County, Texas; the said iron pipe being the most easterly northeast corner of the said 157.625 acre tract and the most easterly northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the said northwest line of F.M. 620 for the southeast line of the herein described tract, the following two (2) courses and distances:

- 1) S 40° 51' 15" W, a distance of 545.19 feet to a concrete monument found for the point of curvature of a non-tangent curve to the left;
- 2) a distance 81.04 feet with the arc of the said non-tangent curve to the left having a central angle of 03° 04' 50", a radius of 1507.39 feet, and a chord which bears S 39° 23' 32" W, a distance of 81.03 feet to an iron rod set for the most southerly southeast corner of the herein described tract;

THENCE, leaving the said northwest line of F.M. 620 and crossing the said 157.625 acre tract, the following four (4) courses and distances:

- 1) N 52° 40' 41" W, a distance of 119.71 feet to an iron rod set for the most westerly southwest corner of the herein described tract;
- 2) a distance of 31.00 feet with the arc of a curve to the left having a central angle of 88° 48' 22", a radius of 20.00 feet and a chord which bears N 82° 55' 08" E, a distance of 27.99 feet to an iron rod set for a point of reverse curvature;
- 3) a distance of 65.60 with the arc of a curve to the right having a central angle of 02° 20' 18", a radius of 1607.39 feet and a chord which bears N 39° 41' 06" E, a distance of 65.60 feet to an iron rod found in concrete for a point of tangency; and
- 4) N 40° 51' 15" E, a distance of 523.18 feet to an iron rod found in the northeast line of the said 157.625 acre tract for the most northerly northwest corner of the herein described tract;

THENCE, with the said northeast line of the said 157.625 acre tract, S 62° 39' 48" E, a distance of 102.85 feet to the POINT OF BEGINNING of the herein described tract and CONTAINING 1.419 acres of land.

That I, Sam Long, A Registered Public Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of July, 1988, A.D.



Sam Long

Sam Long
Registered Public Surveyor
No. 4331 - State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11820 0699

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
10760 1086

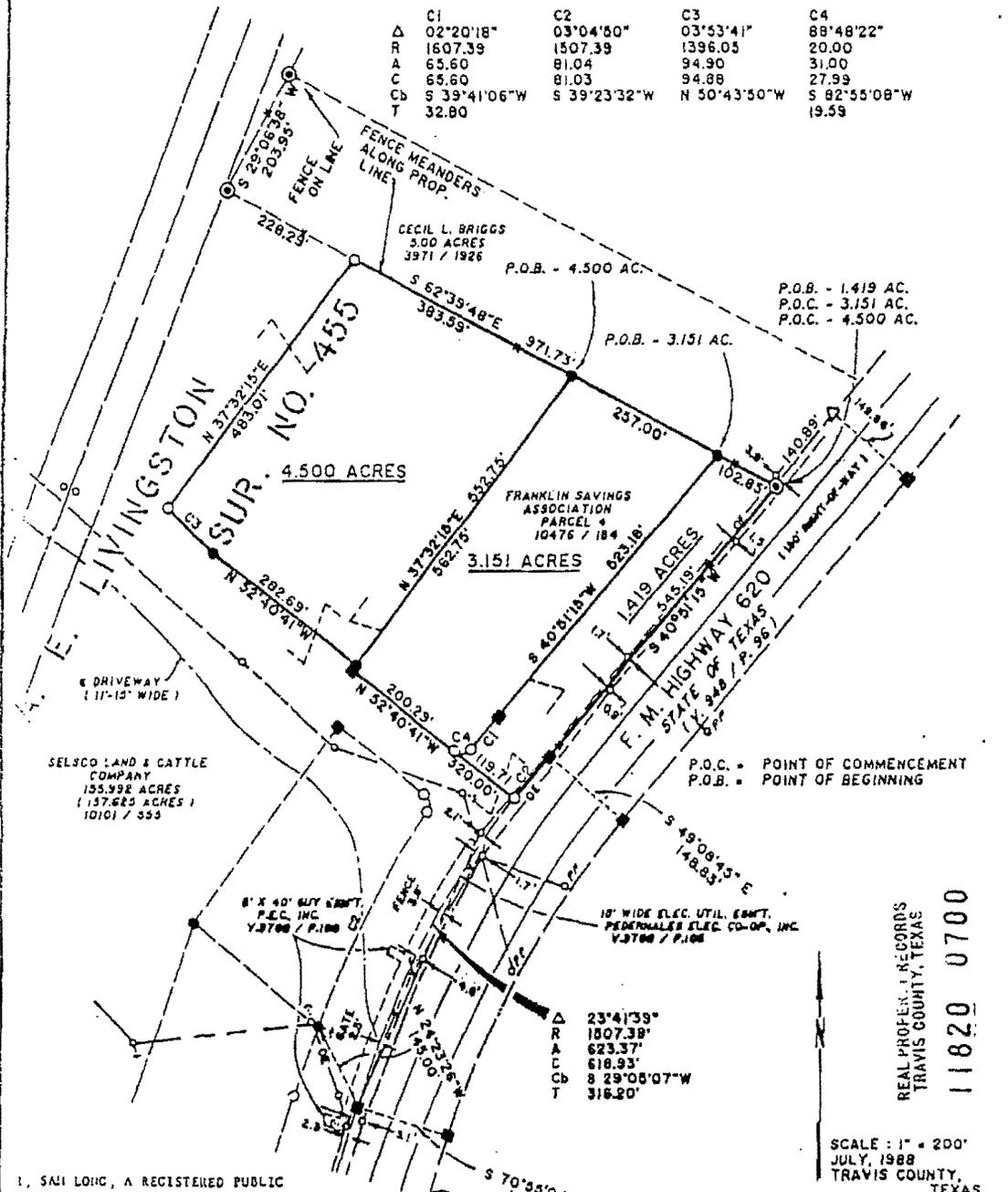
EXHIBIT
A-8

~~EXHIBIT A-2~~

**SURVEY OF A 4.500 ACRE TRACT, A 3.151 ACRE TRACT
AND A 1.419 ACRE TRACT OUT OF
THE A. E. LIVINGSTON SURVEY NO. 455,
TRAVIS COUNTY, TEXAS**

CURVE TABLE :

	C1	C2	C3	C4
Δ	02°20'18"	03°04'50"	03°53'41"	88°48'22"
R	1607.39	1507.39	1396.05	20.00
A	65.60	81.04	94.90	31.00
C	65.60	81.03	94.88	27.99
Cb	S 39°41'06"W	S 39°23'32"W	N 50°43'50"W	S 82°55'08"W
T	32.80			19.59



I, SAM LONG, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.

Sam Long 7/25/88
 SAM LONG DATE
 REGISTERED PUBLIC SURVEYOR
 NO. 4331, STATE OF TEXAS



REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS

10788 1087
 10010 1087

REAL PROPERTY RECORDS
 TRAVIS COUNTY, TEXAS
 11820 0700

SCALE: 1" = 200'
 JULY, 1988
 TRAVIS COUNTY,
 TEXAS

LEGEND :
 FOUND IRON PIPE
 FOUND IRON ROD
 SET IRON ROD
 FOUND CONCRETE MONUMENT

CSCI		CAPITAL SHIVE WINO COMPANY INCORPORATED
3200 Capital of Texas Highway South Austin, Texas 78748		Building 1 Austin 220 1-813-377-4000
DRAWN BY: pb	SCALE: 1" = 200'	P.R. 673
JOB NO.: 88521.20	DATE: JULY, 1988	SHEET NO. 1
FILE NO.: C85028	DISC: SAM 15 A	

FILED

1992 NOV 24 PM 4:12

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

RECORDER'S MEMORANDUM - At the time of
recording this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

NOV 24 1992



Dana De Beauvoir
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Return to:

William C. Martin
1701 Convin Blvd.
Austin, TX 78728

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11820 0701

148

STATE OF TEXAS §
COUNTY OF TRAVIS §

MEMORANDUM OF AGREEMENT

NOOTSIE, LTD. ("NOOTSIE"), and SELSCO LAND & CATTLE COMPANY ("SELSCO") are executing this instrument for the purposes of giving public notice of the fact that they have entered into an agreement which imposes certain obligations upon NOOTSIE, and grants certain rights to SELSCO related to the real property described below (the "Property"). The parties have also entered into an agreement providing for the release by SELSCO of NOOTSIE's obligations to SELSCO related to the Property.

9:03 AM 9983

9.00 INDX
1 1 03/13/93

The Property which is the subject of this Memorandum, as well as the obligations of NOOTSIE, is located in Travis County, Texas, and more particularly described as:

9:03 AM 9983

5.00 RECM
1 1 05/13/93
930514.87-DGC#
21.67-CHK#

That certain 121.677 acres, which is composed of 12 separate parcels of land, which parcels are described as the 11 tracts (two of the parcels being described together) as follows:

Tract 1: Lot 4, Block B, of the proposed PARKE NORTH Subdivision, being a certain 11.141-acre tract labelled "2-4-B" on the attached Exhibit A;

Tract 2: Lot 2, Block B, of the proposed PARKE NORTH Subdivision, being a certain 17.507-acre tract labelled "2-2-B" on the attached Exhibit A;

Tract 3: Lot 3, Block B, of the proposed PARKE NORTH Subdivision, being a certain 10.150-acre tract labelled "2-3-B" on the attached Exhibit A;

Tract 4: Lot 5, Block B, of the proposed PARKE NORTH Subdivision, being a certain 16.962-acre tract labelled "2-5-B" on the attached Exhibit A;

Tract 5: Lot 7, Block A, of the proposed PARKE NORTH Subdivision, being a certain 4.561-acre tract labelled "3-7-A" on the attached Exhibit A;

Tract 6: Lot 6, Block A, of the proposed PARKE NORTH Subdivision, being a certain 3.924-acre tract labelled "3-6-A" on the attached Exhibit A;

Tract 7: Lot 5, Block A, of the proposed PARKE NORTH Subdivision, being a certain 2.028-acre tract labelled "3-5-A" on the attached Exhibit A;

Tract 8: Lot 4, Block A, of the proposed PARKE NORTH Subdivision, being a certain 1.791-acre tract labelled "3-4-A" on the attached Exhibit A;

Tract 9: Lot 3A, Block C, of the proposed PARKE NORTH Subdivision, being a certain 2.341-acre tract labelled "3-3-C2" on the attached Exhibits A & A-1 [which is the western portion of the old Lot 3, Block C (labelled "3-3-C" on Exhibit A), which used to be 6.841 acres before the eastern 4.50 acres of it was sold];

together with Lot 1, Block C, of the proposed PARKE NORTH Subdivision, being a certain 15.016-acre tract labelled "2-1-C" on the attached Exhibit A;

Tract 10: That tract of 4.062 acres which lies along and adjacent to the western boundary line of F.M. 620 as labelled "4.062 acres" on the attached Exhibit A;

Tract 11: Lot 2, Block C, of the proposed PARKE NORTH Subdivision, being a certain 32.194-acre tract labelled "2-2-C" on the attached Exhibit A;

together with that certain 1.633-acre tract described on Exhibit B attached.

EXECUTED EFFECTIVE the 1st day of March 1993.

SELSCO LAND & CATTLE COMPANY

By: Selwyn W. Ligon
Selwyn W. Ligon
Sole Proprietor

NOOTSIE, LTD.

By: POHL BROWN & BROWN II, INC.
General Partner

By: Gary F. Brown
Gary F. Brown, Vice President

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

ACKNOWLEDGED BEFORE ME by Selwyn W. Ligon, as Sole Proprietor of SELSCO LAND & CATTLE COMPANY, on this 1st day of MARCH 1993, on behalf of said company.

Angela Faith Walton
NOTARY PUBLIC - State of TEXAS
ANGELA FAITH WALTON
Notary Public, State of Texas
My Commission Expires
NOV. 14, 1995

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

ACKNOWLEDGED BEFORE ME by Gary F. Brown, as Vice President of POHL BROWN & BROWN II, INC., the General Partner for NOOTSIE, LTD., on this 1st day of MARCH 1993, on behalf of said corporation and limited partnership.

J. WINSTON CHAPMAN, JR.
Notary Public, State of Texas
My Commission Expires 7-25-93

[Signature]
NOTARY PUBLIC - State of TEXAS

JWC/gsl
jwc/2065-5b3.e9y

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

MEMO: AGRMT.
Rev. 03.04.93

11935 1377

Return to: Phyllis J. Donelson
Heritage Title Company
301 Congress, Suite 450
Austin, Texas 78701
GF # 198 697

11935 1378
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

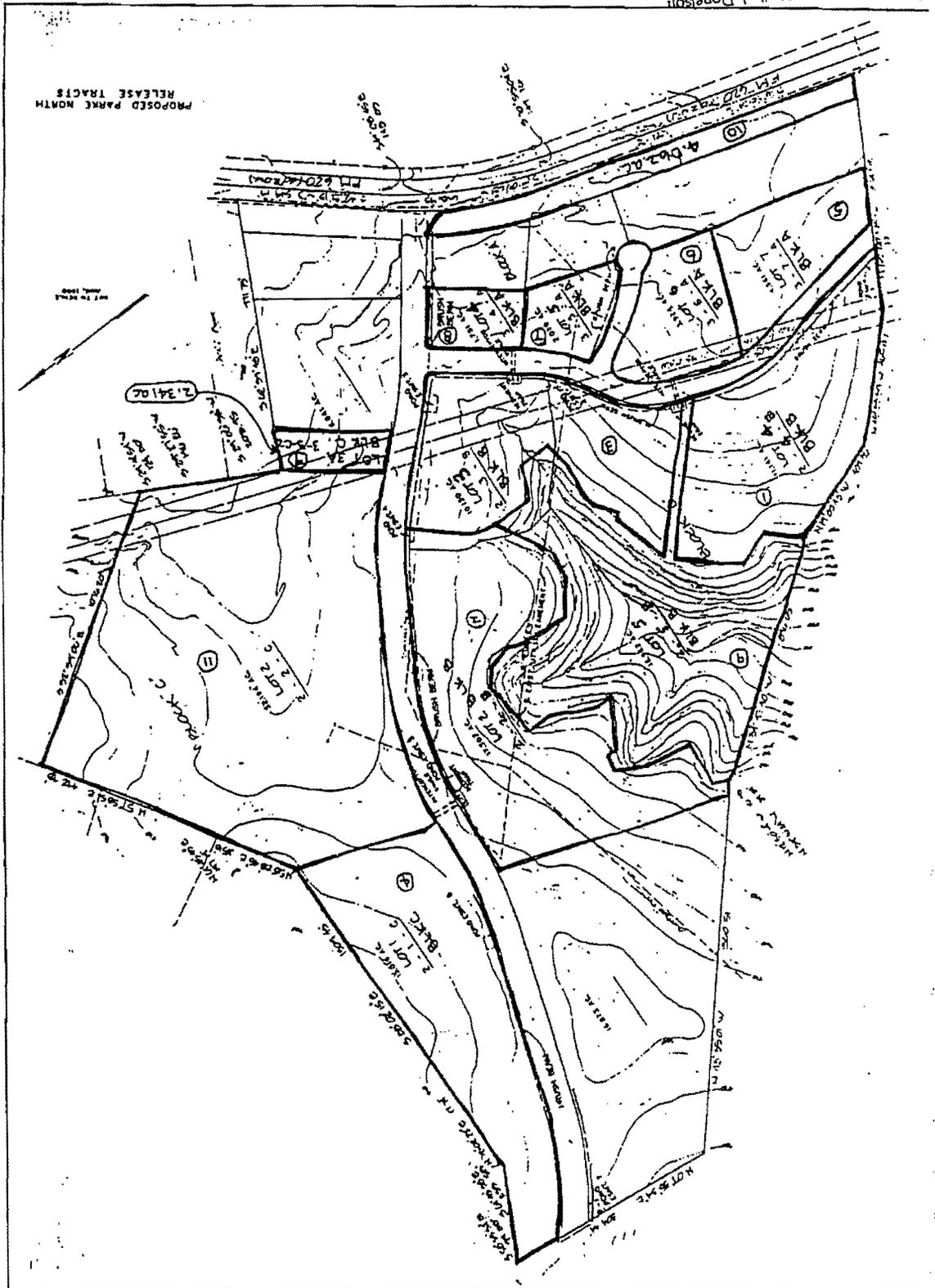


EXHIBIT 'A'

102 100

1933 1939

FILED

93 MAY 13 PM 4:56

DANA T. SAUNDERS
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stated herein by me, and
was duly RECORDED, in the Volume and Page of the
public RECORDS of Travis County, Texas, as

MAY 18 1933



Dana T. Saunders
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of
recreation this instrument was found to be inadequate
for the best photographic reproduction, because of
illegibility, carbon or photo copy, discolored paper,
etc. All blockouts, additions and changes were present
at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11935 1379

GT
January 2005
EXECUTED this 12 day of ~~December~~ 2004.

GRANTOR:

NOOTSIE, LTD.
A Texas limited partnership

By: 

William B. Pohl
President, Pohl, Brown &
Associates, Inc.
President, Pohl, Brown & Brown
II, Inc.
General Partners

By: _____

David E. Castilla
President, GCA Nootsie GP, LLC
General Partner

EXECUTED this 19th day of ~~December~~ January 2005.

GRANTOR:

NOOTSIE, LTD.
A Texas limited partnership

By: _____

William B. Pohl
President, Pohl, Brown &
Associates, Inc.
President, Pohl, Brown & Brown
II, Inc.
General Partners

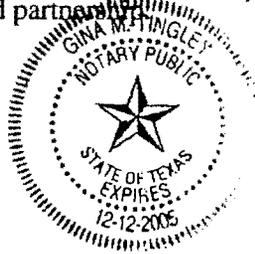
By: _____

David E. Castilla
President, GCA Nootsie GP, LLC
General Partner

Paul Vanpriecken
by authorization
of.

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the 12 day of January, ~~2005~~, 2004, on behalf of said corporations and said limited partnership.



Gina M. Tingley
NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me, the undersigned authority, by David E. Castilla, as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said limited liability company and said limited partnership.

NOTARY PUBLIC - State of TEXAS

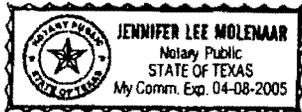
STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said corporations and said limited partnership.

NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF Travis *

This instrument was acknowledged before me, the undersigned authority, by ^{Paul Vangrieken,} ~~David E. Castilla,~~ as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the 14th day of January, 2004, on behalf of said limited liability company and said limited partnership.



Jennifer Lee Molemaar
NOTARY PUBLIC - State of TEXAS



EXHIBIT "A"

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

120.622 ACRE (TRACT I)
NOOTSIE, LTD.

A DESCRIPTION OF 120.622 ACRES OUT OF THE A. E. LIVINGSTON SURVEY NO. 455, THE G. H. PHILLIPS SURVEY NO. 14 (ALSO KNOWN AS THE J. L. PETERSON SURVEY NO. 14), AND THE SAMUEL BLAKEY SURVEY NO. 32, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 155.992 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO NOOTSIE, LTD. DATED MARCH 4, 1993 AND RECORDED IN VOLUME 11935, PAGE 1373 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 10968, PAGE 905 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 16.873 TRACT DESCRIBED IN A WARRANTY DEED TO NOOTSIE, LTD. DATED JANUARY 13, 1989 AND RECORDED IN VOLUME 10968, PAGE 919 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 120.622 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with cap set in the curving west right-of-way line of R.M. 620 North (150' right-of-way), being the east line of the said 155.992 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 318+93.6 bears South 24°12'37" West, a chord distance of 460.19 feet;

THENCE North 54°29'42" West, departing the west right-of-way line of R. M. 620 North, over and across the 155.992 acre tract, and in part along the northeast line of a 1.828 acre tract described in a Special Warranty Deed to Nootsie, Ltd. dated August 17, 1989 and recorded in Volume 11006, Page 861 of the Real Property Records of Travis County, Texas, at a distance of 119.12 feet passing a 1/2" rebar found at a point of curvature in the northeast line of the said 1.828 acre tract, at a distance of 287.71 feet passing a 1/2" rebar found at the northwest corner of the 1.828 acre tract, and continuing for a total distance of 880.20 feet to a 1/2" rebar with cap set and the **POINT OF BEGINNING**, being in the west line of a 100' wide electric easement conveyed to Pedernales Electric Cooperative, Inc. dated December 12, 1956 and recorded in Volume 1793, Page 395 of the Deed Records of Travis County, Texas;

THENCE South 19°58'54" West, continuing over and across the 155.992 acre tract, along the west line of the said electric easement, a distance of 1766.75 feet to a 1/2" rebar with cap set in the southwest line of the 155.992 acre tract, at the common northerly corner of Lots 1 and 2, Block A, Resubdivision of Grandview Hills Section 14, a subdivision in Travis County, Texas, according to the map or plat thereof,

recorded under Document No. 200200032 of the Official Public Records of Travis County, Texas, from which a nail found in concrete near a fence corner bears South 47°19'37" East, a distance of 55.13 feet;

THENCE departing the west line of the said electric easement, along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 2, the following two (2) courses and distances:

1. North 47°19'37" West, a distance of 410.05 feet to a nail found in concrete near a fence corner;
2. North 20°48'51" West, a distance of 409.30 feet to a nail found in concrete at the common north corner of said Lot 2 and Lot 4, Block A, Grandview Hills Section 11B, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000285 of the Official Public Records of Travis County, Texas;

THENCE continuing along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 4, the following three (3) courses and distances:

1. North 36°35'20" West, a distance of 896.66 feet to a 1/2" rebar found near a fence corner;
2. North 36°32'08" West, a distance of 29.88 feet to a nail found in a fence post at a fence corner;
3. North 14°50'49" West, a distance of 16.41 feet to a 1/2" iron pipe found near a fence corner;

THENCE North 50°25'14" West, continuing along southwest line of the 155.992 acre tract, in part with northeast line of Lot 4, in part with the southwest line of the said 16.903 acre tract, and in part with the a northeast line of Lot 1, Block A, Grandview Hills Section 13, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000235 of the Official Public Records of Travis County, Texas, at a distance of 64.98 feet passing a calculated point for the south corner of the 16.903 acre tract, at a distance of 157.60 feet passing a nail found at the common corner the aforementioned Lot 1 and said Lot 4, and continuing along a northeast line of the aforementioned Lot 1 for a total distance of 1362.07 feet to a 1/2" rebar found at an angle point;

THENCE along the common line of the 155.992 acre tract and the aforementioned Lot 1, the following seven (7) courses and distances:

1. North 5°55'49" East, at a distance of 491.80 feet passing a calculated point for the northwest corner of the 16.903 acre tract, and continuing for a total distance of 804.31 feet to a 1/2" rebar found;
2. South 60°42'35" East, a distance of 99.81 feet to a 1/2" iron pipe found;
3. South 63°31'28" East, a distance of 253.66 feet to a 1/2" rebar found;
4. North 74°49'39" East, a distance of 17.79 feet to a 1/2" iron pipe found;
5. South 89°43'41" East, a distance of 1305.91 feet to a 1/2" iron pipe found;
6. North 60°31'27" East, a distance of 3.95 feet to a 1/2" iron pipe found;
7. North 56°41'04" East, a distance of 311.23 feet to a 1/2" rebar found at the east corner of the aforementioned Lot 1, being the south corner of a 141.69 acre tract described in a Special Warranty Deed and Quit Claim As To Related Property to the County of Travis dated January 26, 2001 and recorded under Document No. 2001013575 of the Official Public Records of Travis County, Texas;

THENCE continuing along the northwest line of the 155.992 acre tract, being the south line of an apparent gap between the 155.992 acre tract and the said 141.69 acre tract, the following two (2) courses and distances:

1. North 60°00'08" East, a distance of 197.19 feet to a 1/2" rebar with cap set;
2. North 56°13'16" East, a distance of 492.98 feet to a 1/2" iron pipe found at the west corner of a 19.494 acre tract described in a Warranty Deed to Wiggers Real Estate Partnership, Ltd. dated December 23, 2002 and recorded under Document No. 2002251946 of the Official Public Records of Travis County, Texas, from which a 1" iron pipe found at an angle point in the common line of the said 19.494 acre tract and the 141.69 acre tract bears North 70°25'55" East, a distance of 80.00 feet;

THENCE South 34°46'48" East, along the northeast line of the 155.992 acre tract, being the southwest line of the 19.494 acre tract, a distance of 863.80 feet to a 1/2" rebar with cap set in the west line of the said electric easement, from which a 1/2" rebar found at an angle point in the east line of the 155.992 acre tract, in the west line of an 11.722 acre tract described in a General Warranty Deed to Nootsie, Ltd. dated December 18, 1992 and recorded in Volume 11948, Page 4104 of the Real Property Records of Travis County, Texas bears South 34°46'48" East, a distance of 211.92 feet;

THENCE over and across the 155.992 acre tract, South 19°58'54" West, along the west line of the electric easement, a distance of 1170.93 feet to the **POINT OF BEGINNING**, containing 120.622 acres of land, more or less.

Surveyed on the ground November 4, 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 454-001-BD2.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



11-17-04

EXHIBIT B
To Warranty Deed
PERMITTED EXCEPTIONS

This conveyance is made subject to the following liens, restrictions, covenants, reservations, conditions, and easements:

1. Restrictive covenants recorded in Volume 7186, Page 183 and Volume 8418, Page 341 of the Real Property Records of Travis County, Texas;
2. Easement for electric transmission and/or distribution lines executed by Smith W. Ligon and wife, Nellie S. Ligon, to Pedemales Electric Cooperative, Inc., dated March 18, 1956, recorded in Volume 1793, Page 395 of the Real Property Records of Travis County, Texas;
3. An easement for ingress and egress, as set out in instrument dated August 19, 1988, recorded in Volume 10760, Page 1089 of the Real Property Records of Travis County, Texas;
4. Mineral interest, as described in instrument executed by Selwyn Waverley Ligon, Richard Leon Scott, Joyce Scott Wells and Richard Langford Scott to Virginia Ligon Scott, dated December 10, 1983, recorded in Volume 8418, Page 551 of the Real Property Records of Travis County, Texas;
5. Mineral and/or royalty interest, as described in instrument executed by Richard Leon Scott and wife, Virginia Ligon Scott to Richard Langford and wife, Cindy B. Scott, dated December 30, 1983, recorded in Volume 8418, Page 653 of the Real Property Records of Travis County, Texas;
6. Overhead utility lines with poles and guys traversing the subject property as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004;
7. Encroachment of the septic tank, wood barn, well on concrete and 1 story rock and wood house over the 60 foot wide access easement traversing the subject property as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004;
8. Protrusion of the fences over the northerly most property lines as shown on the survey prepared by Robert C. Watts, Jr., RPLS # 4995, dated November 17, 2004.

EXHIBIT C
To Warranty Deed
ADDITIONAL TERMS & CONDITIONS

BASIS FOR CALCULATING REIMBURSABLE COST: In the event Travis County fails to fully comply with the terms and conditions for long-term conservation set forth in Regional Permit #PRT-788841, after having been given written notice of such alleged failure and a reasonable opportunity to cure the same, the property acquired with an Endangered Species Act's Section 6 grant from the FWS, and the dollars used as a match for the grant shall be subject to transfer, replacement, or repayment proportionally to the United States in accordance with A, B, and C, below, as per instructions from FWS, the awarding agency:

- A. Transfer to the United States an undivided pro-rata share of the affected real property. Subsequent disposition of the affected real property will be subject to negotiations between the County and Texas Parks and Wildlife Department ("TPWD"). The intent of the negotiations shall be to ensure that both the County and TPWD receive a share of the real property that is proportionate, as nearly feasible, to their share of the funds used to purchase such real property; or
- B. Provide the FWS with real property that is of equal value agreed upon by the County and TPWD and will serve the purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or acquire title to and manage real property that is of equal value agreed upon by the County and TPWD and will serve the same purpose for the long-term conservation and management of the affected ecosystem and the endangered wildlife dependent thereon; or
- C. Repay to the FWS, on terms and conditions satisfactory to the FWS, in cash, the proportionate share of the funds of the original purchase price, or if greater, of a newly determined value based on the current fair market value of the land, or some other method of valuation mutually agreed upon by the County and TPWD.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jan 14 04:52 PM 2005007774

EVANSK \$0.00

DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

Return to:

 **LandAmerica
Commonwealth**
LandAmerica Commonwealth Title of Austin
Commercial Services
1717 W. 6th Street, Suite 100
Austin, TX 78703

04-2519000851/129

NO CHARGE



EASE 2005007775

14 PGS

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

EASEMENT & RIGHT-OF-WAY

The parties to this Agreement are **Nootsie, Ltd., a Texas limited partnership** ("Nootsie", or "Grantor"), and **Travis County, Texas, a political subdivision of the State of Texas** ("Travis County", or "Grantee").

Grantor is the owner of those certain tracts of land situated in Travis County, Texas, conveyed to it in Deeds recorded in Volume 10760, Page 1081, Volume 11006, Page 861 and Volume 11935, Page 1373, all of the Real Property Records of Travis County, Texas, save and except any portion thereof contained within the Travis County Tract, described below (together, the "Nootsie Tract").

Grantee is the owner of that certain tract of land which adjoins the Nootsie Tract, and which is described as follows:

A tract of land containing 120.622 acres and being out of and a part of the A. E. Livingston Survey No. 455, the G. H. Phillips Survey No. 14, and the Samuel Blakey Survey No. 32, and being more particularly described by metes and bounds in **Exhibit "A"**, attached hereto and made a part hereof for all purposes (the "**Travis County Tract**").

The Nootsie Tract and the Travis County Tract adjoin each other with a common boundary line.

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, SELL, and CONVEY unto Grantee a perpetual, non-exclusive access easement and right-of-way upon and across the Nootsie Tract for the purpose of ingress and egress to and from the Travis County Tract, subject to the restrictions and reservations contained herein.

The easement shall be located as shown graphically on the attached **Exhibit "C"** (the **"Access Tract"**). The Access Tract is more particularly described by metes and bounds in **Exhibit "B"**, attached hereto.

The access easement granted above is non-exclusive, and Grantor reserves the right to construct, locate, and maintain a permanent roadway or driveway in the Access Tract in connection with Grantor's development of the Nootsie Tract, provided that the roadway or driveway shall not materially hinder or preclude Grantee's access to the Travis County Tract. The easement granted hereby does not include, but rather expressly prohibits, the right to utilize the easement for parking or any use other than ingress, egress, regress, and right-of-way. Further, Grantor reserves the right to relocate the Access Tract if, in Grantor's reasonable discretion, such relocation is necessary for Grantor's development of its remaining property. Notwithstanding the foregoing, a relocation of the Access Tract shall not materially adversely affect Grantee's access to the Travis County Tract.

In addition to the easement granted above, Grantor hereby grants and conveys to Grantee a temporary license and easement to use the existing private dirt road (the "Temporary Easement Area"), currently extending from RM 620 to the Travis County Tract, for access to and from the Travis County Tract until such time as Nootsie or its successors or assigns desire to develop the Nootsie Tract. The Temporary Easement Area is shown on Exhibit "C" attached hereto, and shall be limited to an area that extends 10 feet on either side of the existing dirt road. Grantor may terminate the temporary easement granted herein at any time by filing a notice of such termination in the Official Public Records of Travis County, Texas and delivering a true and correct copy thereof to Travis County, provided that any such termination may not occur until and unless Grantor has first provided for access to the Travis County Tract over and across the Access Tract that is of at least the same quality as the access provided by the temporary easement. A temporary and private dirt road in the Access Tract shall be sufficient access to allow the termination of the temporary easement.

Grantor shall not be required to maintain the existing dirt road located in the Temporary Easement Area. Any such maintenance shall be the sole responsibility of Grantee.

Notwithstanding anything to the contrary contained herein, neither of the easements granted by this instrument shall be construed to grant any rights of access to the public. The easements granted hereby are granted only to the Grantee for private access to the Travis County Tract, and do not entitle or enable any public access to the Travis County Tract.

Grantor grants the above-described easements to Grantee, its successors and assigns, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular, the said premises unto the Grantee, subject to the terms, conditions and restrictions contained herein. This grant of easements shall run with the land.

The easement is further made and accepted subject to all restrictions, covenants, reservations, conditions, liens, and other easements of record applicable to the Nootsie Tract, and to all zoning laws, regulations, and ordinances of municipal and governmental authorities having any jurisdiction over each property, and to *ad valorem* taxes. *wsl*

EXECUTED EFFECTIVE this 12th day of ~~December~~ ^{January} 2004. *5 wsl*

NOOTSIE, LTD.
A Texas limited partnership

By: 
William B. Pohl
President, Pohl, Brown & Associates, Inc.
President, Pohl, Brown & Brown II, Inc.
General Partners

By: _____
David E. Castilla
President, GCA Nootsie GP, LLC
General Partner

Grantor shall not be required to maintain the existing dirt road located in the Temporary Easement Area. Any such maintenance shall be the sole responsibility of Grantee.

Notwithstanding anything to the contrary contained herein, neither of the easements granted by this instrument shall be construed to grant any rights of access to the public. The easements granted hereby are granted only to the Grantee for private access to the Travis County Tract, and do not entitle or enable any public access to the Travis County Tract.

Grantor grants the above-described easements to Grantee, its successors and assigns, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular, the said premises unto the Grantee, subject to the terms, conditions and restrictions contained herein. This grant of easements shall run with the land.

The easement is further made and accepted subject to all restrictions, covenants, reservations, conditions, liens, and other easements of record applicable to the Nootsie Tract, and to all zoning laws, regulations, and ordinances of municipal and governmental authorities having any jurisdiction over each property, and to *ad valorem* taxes.

EXECUTED EFFECTIVE this 14th day of January 2005 ~~December 2004.~~

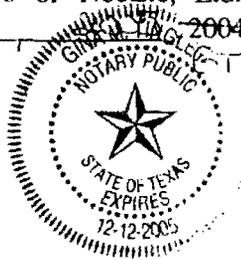
NOOTSIE, LTD.
A Texas limited partnership

By: _____
William B. Pohl
President, Pohl, Brown & Associates, Inc.
President, Pohl, Brown & Brown II, Inc.
General Partners

By: _____ *Paul Vengsishen*
David E. Castilla *by authorization of*
President, GCA Nootsie GP, LLC
General Partner

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the 12 day of January, 2004, on behalf of said corporations and said limited partnership.



Jimmy Jingley
NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF _____ *

This instrument was acknowledged before me, the undersigned authority, by David E. Castilla, as President of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said limited liability company and said limited partnership.

NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF TRAVIS *

This instrument was acknowledged before me, the undersigned authority, by William B. Pohl, as President of Pohl, Brown & Associates, Inc. and as President of Pohl, Brown & Brown II, Inc., General Partners of Nootsie, Ltd., a Texas limited partnership, on the _____ day of _____, 2004, on behalf of said corporations and said limited partnership.

NOTARY PUBLIC - State of TEXAS

STATE OF TEXAS *
*
COUNTY OF Travis *

This instrument was acknowledged before me, the undersigned authority, by ^{Paul Van Grieken} ~~David E. Castilla~~, as ~~President~~ of GCA Nootsie GP, LLC, a Texas limited liability company, as General Partner of Nootsie, Ltd., a Texas limited partnership, on the 14th day of January, 2004, on behalf of said limited liability company and said limited partnership.



Jennifer Lee Molenaar
NOTARY PUBLIC - State of TEXAS

Return to:

 LandAmerica
Commonwealth
LandAmerica Commonwealth Title of Austin
Commercial Services
1717 W. 6th Street, Suite 100
Austin, TX 78703

Chaparral

EXHIBIT "A"

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

120.622 ACRE (TRACT I)
NOOTSIE, LTD.

A DESCRIPTION OF 120.622 ACRES OUT OF THE A. E. LIVINGSTON SURVEY NO. 455, THE G. H. PHILLIPS SURVEY NO. 14 (ALSO KNOWN AS THE J. L. PETERSON SURVEY NO. 14), AND THE SAMUEL BLAKEY SURVEY NO. 32, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 155.992 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO NOOTSIE, LTD. DATED MARCH 4, 1993 AND RECORDED IN VOLUME 11935, PAGE 1373 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 10968, PAGE 905 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 16.873 TRACT DESCRIBED IN A WARRANTY DEED TO NOOTSIE, LTD. DATED JANUARY 13, 1989 AND RECORDED IN VOLUME 10968, PAGE 919 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 120.622 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with cap set in the curving west right-of-way line of R.M. 620 North (150' right-of-way), being the east line of the said 155.992 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 318+93.6 bears South 24°12'37" West, a chord distance of 460.19 feet;

THENCE North 54°29'42" West, departing the west right-of-way line of R. M. 620 North, over and across the 155.992 acre tract, and in part along the northeast line of a 1.828 acre tract described in a Special Warranty Deed to Nootsie, Ltd. dated August 17, 1989 and recorded in Volume 11006, Page 861 of the Real Property Records of Travis County, Texas, at a distance of 119.12 feet passing a 1/2" rebar found at a point of curvature in the northeast line of the said 1.828 acre tract, at a distance of 287.71 feet passing a 1/2" rebar found at the northwest corner of the 1.828 acre tract, and continuing for a total distance of 880.20 feet to a 1/2" rebar with cap set and the **POINT OF BEGINNING**, being in the west line of a 100' wide electric easement conveyed to Pedernales Electric Cooperative, Inc. dated December 12, 1956 and recorded in Volume 1793, Page 395 of the Deed Records of Travis County, Texas;

THENCE South 19°58'54" West, continuing over and across the 155.992 acre tract, along the west line of the said electric easement, a distance of 1766.75 feet to a 1/2" rebar with cap set in the southwest line of the 155.992 acre tract, at the common northerly corner of Lots 1 and 2, Block A, Resubdivision of Grandview Hills Section 14, a subdivision in Travis County, Texas, according to the map or plat thereof,

recorded under Document No. 200200032 of the Official Public Records of Travis County, Texas, from which a nail found in concrete near a fence corner bears South 47°19'37" East, a distance of 55.13 feet;

THENCE departing the west line of the said electric easement, along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 2, the following two (2) courses and distances:

1. North 47°19'37" West, a distance of 410.05 feet to a nail found in concrete near a fence corner;
2. North 20°48'51" West, a distance of 409.30 feet to a nail found in concrete at the common north corner of said Lot 2 and Lot 4, Block A, Grandview Hills Section 11B, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000285 of the Official Public Records of Travis County, Texas;

THENCE continuing along the southwest line of the 155.992 acre tract, being the northeast line of said Lot 4, the following three (3) courses and distances:

1. North 36°35'20" West, a distance of 896.66 feet to a 1/2" rebar found near a fence corner;
2. North 36°32'08" West, a distance of 29.88 feet to a nail found in a fence post at a fence corner;
3. North 14°50'49" West, a distance of 16.41 feet to a 1/2" iron pipe found near a fence corner;

THENCE North 50°25'14" West, continuing along southwest line of the 155.992 acre tract, in part with northeast line of Lot 4, in part with the southwest line of the said 16.903 acre tract, and in part with the a northeast line of Lot 1, Block A, Grandview Hills Section 13, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200000235 of the Official Public Records of Travis County, Texas, at a distance of 64.98 feet passing a calculated point for the south corner of the 16.903 acre tract, at a distance of 157.60 feet passing a nail found at the common corner the aforementioned Lot 1 and said Lot 4, and continuing along a northeast line of the aforementioned Lot 1 for a total distance of 1362.07 feet to a 1/2" rebar found at an angle point;

THENCE along the common line of the 155.992 acre tract and the aforementioned Lot 1, the following seven (7) courses and distances:

1. North 5°55'49" East, at a distance of 491.80 feet passing a calculated point for the northwest corner of the 16.903 acre tract, and continuing for a total distance of 804.31 feet to a 1/2" rebar found;
2. South 60°42'35" East, a distance of 99.81 feet to a 1/2" iron pipe found;
3. South 63°31'28" East, a distance of 253.66 feet to a 1/2" rebar found;
4. North 74°49'39" East, a distance of 17.79 feet to a 1/2" iron pipe found;
5. South 89°43'41" East, a distance of 1305.91 feet to a 1/2" iron pipe found;
6. North 60°31'27" East, a distance of 3.95 feet to a 1/2" iron pipe found;
7. North 56°41'04" East, a distance of 311.23 feet to a 1/2" rebar found at the east corner of the aforementioned Lot 1, being the south corner of a 141.69 acre tract described in a Special Warranty Deed and Quit Claim As To Related Property to the County of Travis dated January 26, 2001 and recorded under Document No. 2001013575 of the Official Public Records of Travis County, Texas;

THENCE continuing along the northwest line of the 155.992 acre tract, being the south line of an apparent gap between the 155.992 acre tract and the said 141.69 acre tract, the following two (2) courses and distances:

1. North 60°00'08" East, a distance of 197.19 feet to a 1/2" rebar with cap set;
2. North 56°13'16" East, a distance of 492.98 feet to a 1/2" iron pipe found at the west corner of a 19.494 acre tract described in a Warranty Deed to Wiggers Real Estate Partnership, Ltd. dated December 23, 2002 and recorded under Document No. 2002251946 of the Official Public Records of Travis County, Texas, from which a 1" iron pipe found at an angle point in the common line of the said 19.494 acre tract and the 141.69 acre tract bears North 70°25'55" East, a distance of 80.00 feet;

THENCE South 34°46'48" East, along the northeast line of the 155.992 acre tract, being the southwest line of the 19.494 acre tract, a distance of 863.80 feet to a 1/2" rebar with cap set in the west line of the said electric easement, from which a 1/2" rebar found at an angle point in the east line of the 155.992 acre tract, in the west line of an 11.722 acre tract described in a General Warranty Deed to Nootsie, Ltd. dated December 18, 1992 and recorded in Volume 11948, Page 4104 of the Real Property Records of Travis County, Texas bears South 34°46'48" East, a distance of 211.92 feet;

THENCE over and across the 155.992 acre tract, South 19°58'54" West, along the west line of the electric easement, a distance of 1170.93 feet to the POINT OF BEGINNING, containing 120.622 acres of land, more or less.

Surveyed on the ground November 4, 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 454-001-BD2.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



11-17-04

Chaparral

EXHIBIT "B"

Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**1.804 ACRE TRACT (TRACT II)
NOOTSIE, LTD.**

A DESCRIPTION OF 1.804 ACRES OUT OF THE A. E. LIVINGSTON SURVEY NO. 455 AND THE G. H. PHILLIPS SURVEY NO. 14 (ALSO KNOWN AS THE J. L. PETERSON SURVEY NO. 14), IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 155.992 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO NOOTSIE, LTD. DATED MARCH 4, 1993 AND RECORDED IN VOLUME 11935, PAGE 1373 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FURTHER DESCRIBED IN VOLUME 10968, PAGE 905 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.804 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with cap set in the curving west right-of-way line of R. M. 620 North (150' right-of-way), being the east line of the said 155.992 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 318+93.6 bears South 24°12'37" West, a chord distance of 460.19 feet;

THENCE North 54°29'42" West, departing the west right-of-way line of R. M. 620 North, over and across the 155.992 acre tract, and in part along the northeast line of a 1.828 acre tract described in a Special Warranty Deed to Nootsie, Ltd. dated August 17, 1989 and recorded in Volume 11006, Page 861 of the Real Property Records of Travis County, Texas, at a distance of 119.12 feet passing a 1/2" rebar found at a point of curvature in the northeast line of the said 1.828 acre tract, at a distance of 287.71 feet passing a 1/2" rebar found at the northwest corner of the 1.828 acre tract, and continuing for a total distance of 880.20 feet to a 1/2" rebar with cap set in the west line of a 100' wide electric easement conveyed to Pedernales Electric Cooperative, Inc. dated December 12, 1956 and recorded in Volume 1793, Page 395 of the Deed Records of Travis County, Texas;

THENCE North 19°58'54" East, with the west line of the Pedernales Electric Cooperative easement a distance of 98.82 feet to a 1/2" rebar with cap set;

THENCE South 53°58'42" East, departing the west line of the electric easement, continuing over and across the 155.992 acre tract, at a distance of 207.87 feet passing a cotton spindle found at the west corner of a 4.500 acre tract described in a Warranty Deed to Nootsie, Ltd. dated August 4, 1988 and recorded in Volume 10760, Page 1081 of the Real Property Records of Travis County, Texas, and continuing along the southwest line of the said 4.500 acre tract for a total distance of 585.35 feet to a 1/2" rebar found at the south corner of the 4.500 acre tract, being in the

northwest line of a 3.151 acre tract described in said Volume 11006, Page 861;

THENCE South 35°45'09" West, continuing over and across the 155.992 acre tract, along the northwest line of the said 3.151 acre tract, a distance of 9.92 feet to a 1/2" rebar found with cap in concrete at the southwest corner of the 3.151 acre tract;

THENCE South 54°31'09" East, continuing over and across the 155.992 acre tract, in part with the southwest line of the 3.151 acre tract and in part with the southwest line of a 1.419 acre tract described in said Volume 10760, Page 1081, at a distance of 200.31 feet passing a 1/2" rebar found at a common corner of the 3.151 acre tract and the said 1.419 acre tract, and continuing along the southwest line of the 1.419 acre tract for a total distance of 319.97 feet to a 1/2" rebar found in the curving west right-of-way line of R. M. 620 North, at the south corner of the 1.419 acre tract, from which a concrete highway monument found 75' left of engineer's centerline station 324+91.1 bears North 37°34'13" East, a chord distance of 80.77 feet;

THENCE with the west right-of-way line of R. M. 620, being the east line of the 155.992 acre tract, along a curve to the left, having a radius of 1507.69 feet, an arc length of 80.17 feet, and a chord which bears South 34°30'44" West, a distance of 80.16 feet to the **POINT OF BEGINNING**, containing 1.804 acres of land, more or less.

Surveyed on the ground November 4, 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 454-001-BD2.



Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



11-17-04

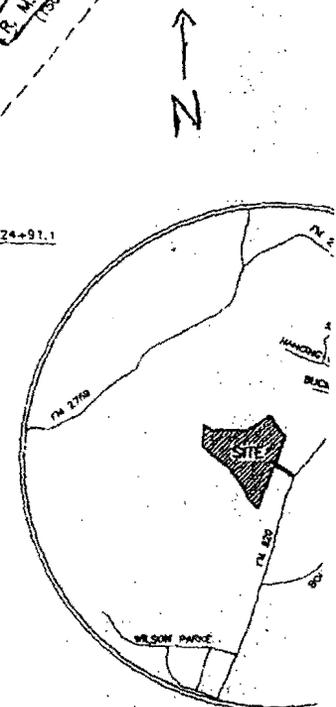
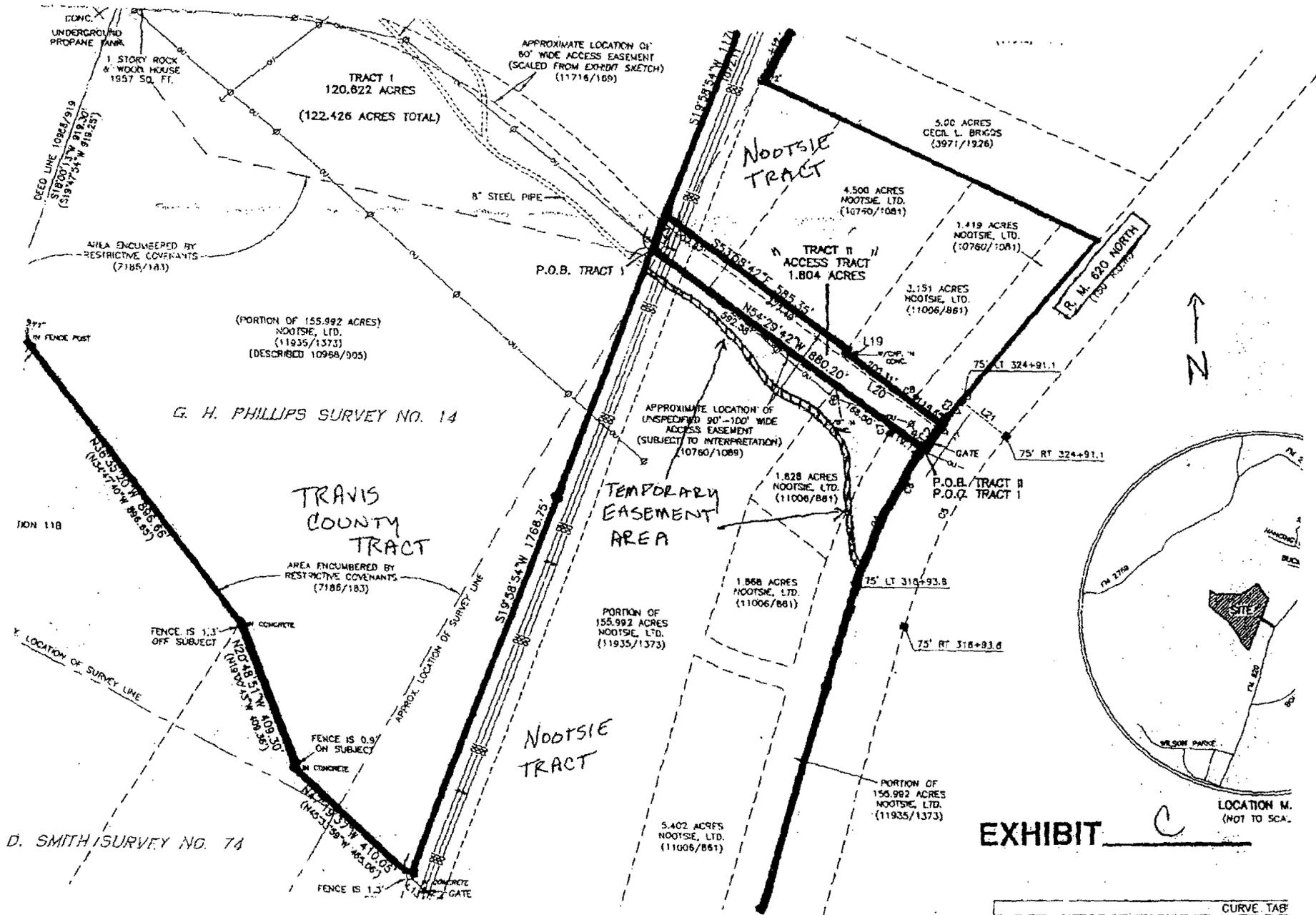


EXHIBIT C
LOCATION M.
(NOT TO SCA.)

CURVE TAB				
NO.	DELTA	RADIUS	TAN	ARC
C				

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jan 14 04:52 PM 2005007775

EVANSK \$0.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

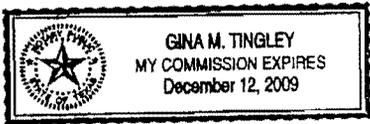
REQUIREMENTS

SCHEDULE C

NOTARIAL CERTIFICATE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

ACKNOWLEDGED BEFORE ME by the said **William B. Pohl, as President of Pohl, Brown & Associates, Inc.**, on this 5 day of May, 2006.



Gina M. Tingley
NOTARY PUBLIC -- State of TEXAS

Return:

Beverly Fisher / Cantey Hanger L.L.P.
400 W 15th St suite 200
Austin TX 78701

EXHIBIT A
Legal Description of Property

That property that is approximately 49.292 acres in the vicinity of the north side of Hwy 620 of the official records of Travis County, Texas, further described as part of the A.E. Livingston Survey No. 455 and the G.H. Phillips No. 14 (also known as the J.L. Peterson Survey No. 14), in Travis County, Texas, being a portion of a 155.992 acre tract described in a special warranty deed to Nootsie, Ltd. dated March 4, 1993 and recorded in Volume 11935, page 1373 of the real property records of Travis County, Texas, further described in Volume 10968, page 905 of the real property records of Travis County, Texas, and being all of a 4.5 acre tract and a 1.419 acre tract, together comprising 5.919 acres described in a warranty deed to Nootsie, Ltd., trustee, dated August 4, 1988 and recorded in Volume 10760, page 1081 of the real property records of Travis County, Texas, and being all of a 5.402 acre tract, a 1.868 acre tract, a 1.828 acre tract, and a 3.151 acre tract, together comprising 12.249 acres described in a special warranty deed to Nootsie, Ltd., dated August 17, 1989 and recorded in Volume 11006, page 861 of the real property records of Travis County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2006 May 05 03:16 PM 2006083629

RANEYJ \$24.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS