

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

August 24, 2010

Mr. Robert Rivera
El Paso County
800 E Overland Suite 407
El Paso, TX 79901-2518

Re: Miscellaneous Easement No. ME20100120
EL PASO County, Texas

Dear Mr. Rivera:

Enclosed are two originals of the contract for the above referenced project. A consideration of \$10.00 has been assessed for a perpetual term.

Please sign both original contracts before a notary public and return them, along with a check in the amount of \$10.00, made payable to the Commissioner of the General Land Office (GLO), to the attention of Asset Inspection, at the address below within thirty (30) days of receipt of this letter. This figure represents the perpetual land-use fee.

Please return the enclosed invoice with your signed contracts and payment. This will ensure that the payment is properly credited to your account.

When the contracts are received and executed by the GLO one original will be returned to you and one retained for our files.

Submission of the signed and notarized contracts to the GLO will constitute El Paso County's acceptance of all contract provisions. **Please note all Special Conditions and requirements stated in the contract.**

If you have any questions or if I may be of assistance, please call me at (512) 475-0518.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg George", is written over a horizontal line.

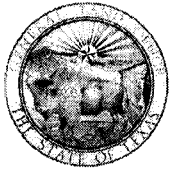
Greg George
Asset Inspection

Enclosures

Texas General Land Office
Stephen F. Austin Building • 1700 North Congress Avenue, Texas 78701-1495
Post Office Box 12873 • Austin, Texas 78711-2873
Phone: 512-463-5001 • 800-998-4GLO
www.glo.state.tx.us

meltr2

**USE THIS STATEMENT, AS THE FIRST
PAGE, WHEN RETURNING THE SIGNED
CONTRACT**



Invoice for Account C000049385

Texas General Land Office - Jerry Patterson, Commissioner
PO Box 12873 Austin, TX 78711-2873

Customer Service (800) 998-4456 7:30am – 5:30pm Monday – Friday

Customer Information

Statement date: August 24, 2010
CustomerID: C000049385

El Paso County
800 E Overland Suite 407
El Paso, TX 79901-2518

Activity Description
Roadway

Invoice Summary

Amount Due

Invoice Date	Due Date	Lease Number	Description	GLA	Amount
8/24/10	09/24/2010	ME20100120 AUS33292	Rental Payment	3340002	\$10.00
Total Amount Due					\$10.00

Preparer: ggeorge

CustomerID: C000049385

The State of Texas



Austin, Texas

MISCELLANEOUS EASEMENT No. ME20100120

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EL PASO

§

§

This Miscellaneous Easement, ME20100120 (the "Agreement"), is granted by virtue of the authority granted in Section 51.291, et seq., TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE §13.12, et seq., and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Fund, (the "STATE"), hereby grants to El Paso County, whose address is 800 E. Overland, Suite 407, El Paso, TX 79901-2518, phone number (915) 549-6353, (the "Grantee"), a non-exclusive easement for the purposes identified in Article V.

ARTICLE II. PREMISES

2.01. The easement is located across Permanent School Fund land in El Paso County, Texas, described as follows:

<u>Section</u>	<u>Block</u>	<u>Tsp.</u>	<u>Survey</u>	<u>File No.</u>	<u>County</u>
SW/4 of 20	79	3-S	T&P Ry. Co.	104932	El Paso
Part of 21	79	3	T&P Ry. Co.	154651	El Paso
NE/4 of 22	79	3-S	T&P Ry. Co.	145583	El Paso

and the easement is a right-of-way encumbering 7.199 acres, (the "Premises").

The Premises are further described or depicted on the Vicinity Map attached hereto as Exhibit A, the Survey Plat attached hereto as Exhibit B and the field notes attached hereto as Exhibit C, collectively incorporated by reference for all purposes.

2.02. Grantee acknowledges and agrees that when the Improvements (as hereinafter defined) are placed on the Premises, the location of such Improvements within the easement shall thereby become fixed at such location and shall not be changed except by an amendment to this Agreement signed by both parties hereto and subject to any approval by any other governmental agency with jurisdiction over same.

2.03. GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY

OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE STATE AND GRANTEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS EASEMENT IS FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. NOTICE IS HEREBY GIVEN TO GRANTEE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS 78701-1495, AND ALL OTHER LAND TITLE RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

ARTICLE III. TERM

3.01. This Agreement is for a period of perpetuity, beginning on August 1, 2010. This Easement is perpetual unless amended, or terminated as authorized by law or as set forth herein.

ARTICLE IV. CONSIDERATION AND TAXES

4.01. A. As consideration ("Consideration") for the granting of this easement, Grantee agrees to pay the STATE (payable to the Commissioner of the General Land Office at Austin, Texas) the sum of Ten And 00/100 Dollars (\$10.00) and other good and valuable consideration, due and payable upon the execution of this Agreement.

B. Past due Consideration and other past due payments shall bear interest as provided in TEX. NAT. RES. CODE Section 51.301, as amended from time to time. Failure of Grantee to make a payment on or before the date the same becomes due shall, at the STATE's option, make all payments due and payable immediately.

4.02. In addition to the above, Grantee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Agreement may be levied on or assessed against the Premises or the Improvements constructed thereon, provided such taxes result from Grantee's use of this easement. Grantee shall pay such taxes, charges, and assessments not less than five (5) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof. Grantee shall have the right in good faith at its sole cost and expense to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount only if and when finally determined to be owed.

4.03. Grantee agrees to and shall protect and hold the STATE harmless from liability for any and all such taxes, charges, and assessments, together with any penalties and interest thereon, and from any sale or other proceeding to enforce payment thereof.

ARTICLE V. USE OF THE PREMISES

5.01. Grantee and Grantee's employees, contractors, and agents shall have the right to use the Premises for a right-of-way to construct, maintain, operate, inspect, and repair one (1) road (the "Improvements"). Grantee shall not use the Premises for any other purpose without first obtaining written consent of the STATE, which consent may be granted or withheld in the STATE's sole discretion.

5.02. A. The STATE and Grantee hereby acknowledge and agree that each shall have reciprocal rights of ingress and egress to and from the Premises across contiguous or adjacent Permanent School Fund land or land owned by Grantee, provided in the exercise of this right the STATE and Grantee agree not to unreasonably interfere with the other party's (or that party's agents, assignees, or designees) use of its property. Grantee shall have the right of ingress and egress for the purposes of constructing, maintaining, operating, inspecting, and repairing the Improvements and such right is not granted for any other purpose. Grantee and the STATE mutually agree to use contiguous or adjacent Permanent School Fund land or land owned by Grantee, respectively, only to the extent and for the length of time necessary to provide access to and from the Premises. Notwithstanding any other provisions to

the contrary, no easement is created by this Section 5.02; instead, a license is granted to the parties and their respective officers, employees, agents and contractors for the limited purposes set forth herein.

B. Grantee acknowledges and agrees that the STATE's right of ingress and egress described in Section 5.02.A. of this Agreement shall be and remain in effect as long as the Improvements and any other structure placed on the Premises by Grantee remain on the Premises and/or as necessary for the STATE to confirm the removal (in whole or in part) of the Improvements. Such right of ingress and egress shall survive the expiration or earlier termination of this Agreement.

5.03. Grantee shall be fully liable and responsible for any damage, of any nature, arising or resulting from any act or omission of Grantee or Grantee's officers, employees, agents, contractors and invitees, which are related to the exercise of the rights granted in this Article V.

5.04. A. Grantee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions"):

1. Grantee is responsible for maintaining all structures authorized under this contract in good repair and safe condition, and in compliance with all existing state and federal regulations governing such work.
2. Grantee is required to perform mitigation and/or pay surface damage fees according to the Grantor's policy in effect at the time damages occur for any and all surface damages resulting from actions of Grantee's employees, contractors, and/or agents during the term of this easement. If mitigation is required Grantee will be notified in writing by the Grantor of the terms and conditions under which the mitigation shall be conducted. Such mitigation and/or payment of damage fees shall be performed in the manner and within the time frame specified in written notice provided by the Grantor to Grantee following said damages.

B. Prior to any construction, installation or other activities on the Premises, Grantee shall provide written notice of all Special Conditions, if any, to any contractor and/or agent involved in such activities. Grantee shall send a copy of such notice to the General Land Office, ATTN: Asset Inspection, 1700 N. Congress Avenue, Austin, Texas 78701-1495.

5.05. The STATE, its agents, representatives and employees shall have the right to enter upon the Premises at any reasonable time (or any time in case of emergency) for purposes of inspection, repair (and Grantee agrees to repay the State the reasonable cost thereof on written demand) and any other purpose necessary to protect the STATE's interests therein. Further, the STATE shall have the right to use or to permit the use of any or all of the Premises for any purpose deemed, in the STATE's sole discretion, to be consistent with Grantee's easement grant.

5.06. Grantee shall not use, or permit the use of the Premises for any illegal purpose. Grantee shall comply, and will cause its officers, employees, agents, contractors and invitees to comply, with all applicable laws, ordinances, rules, and regulations of governing agencies concerning use of the Premises.

5.07. Failure by Grantee to construct, maintain and operate the Improvements in accordance with this Article V shall render such Improvements "unauthorized structures" under in TEX. NAT. RES. CODE §51.302.

ARTICLE VI. ASSIGNMENTS

6.01. GRANTEE SHALL NOT ASSIGN THE PREMISES OR THE RIGHTS GRANTED HEREIN, IN WHOLE OR PART, TO ANY THIRD PARTY FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE STATE, WHICH MAY BE GRANTED OR DENIED IN THE STATE'S SOLE DISCRETION. ANY UNAUTHORIZED ASSIGNMENT SHALL BE VOID AND

OF NO EFFECT, AND SUCH ASSIGNMENT SHALL NOT RELIEVE GRANTEE OF ANY LIABILITY FOR ANY OBLIGATION, COVENANT, OR CONDITION OF THIS AGREEMENT. THIS PROVISION, AND THE PROHIBITION AGAINST ASSIGNMENT CONTAINED HEREIN, SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. FOR PURPOSES OF THIS AGREEMENT, AN ASSIGNMENT IS ANY TRANSFER, INCLUDING BY OPERATION OF LAW, TO ANOTHER OF ALL OR PART OF THE PROPERTY, INTEREST OR RIGHTS HEREIN GRANTED.

ARTICLE VII. PROTECTION OF NATURAL and HISTORICAL RESOURCES

7.01. Grantee shall use the highest degree of care and all appropriate safeguards to: (i) prevent pollution of air, ground, and water in and around the Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the General Land Office, the School Land Board, and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Premises or adjacent property which is the result of Grantee's (or Grantee's employees, contractors, and agents) acts or omissions, Grantee shall immediately notify the STATE, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

7.02. GRANTEE IS HEREBY EXPRESSLY NOTIFIED OF THE NATIONAL HISTORIC PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915, 16 U.S.C.A. SECTION 470, ET.SEQ.) AND THE TEXAS ANTIQUITIES CODE [TITLE 9, CHAPTER 191, TEX. NAT. RES. CODE]. IN CONFORMANCE WITH THESE LAWS, IN THE EVENT THAT ANY SITE, FOUNDATION, BUILDING, STRUCTURE, LOCATION, OBJECT, ARTIFACT, ITEM OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL, OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, GRANTEE SHALL IMMEDIATELY CEASE ANY AND ALL ACTIVITIES, AND NOTIFY THE COMMISSIONER OF THE GENERAL LAND OFFICE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT APPROPRIATE ACTION MAY BE TAKEN. In the event that Grantee is required to cease activities, the STATE shall not be liable for any costs of Grantee, Grantee's agents, employees, contractors, subcontractors, or any other person or entity as a result of any interruption of Grantee's activities or inability to use the Premises as herein contemplated.

ARTICLE VIII. INDEMNITY and INSURANCE

8.01. Grantee shall be fully liable and responsible for any damage, of any nature, arising or resulting from its own acts or omissions related to its exercise of the rights granted herein. Grantee agrees to and shall indemnify and hold the STATE, the STATE's officers, agents, and employees, harmless from and against claims, suit, costs, liability or damages of any kind, including strict liability claims, without limit and without regard to cause of the damages or the negligence of any party, except for the consequences of the negligent acts or willful misconduct of the STATE, the STATE's officers, agents, employees, or invitees, arising directly or indirectly from Grantee's use of the Premises (or any adjacent or contiguous PSF land) or from any breach by Grantee of the terms, covenants or conditions contained herein.

8.02. A. Grantee agrees to either (i) purchase and maintain a Required Policy (as hereinafter defined) of insurance coverage, or (ii) provide Financial Documentation (as hereinafter defined) to the STATE. Grantee agrees to deliver or cause to be delivered to the STATE and/or the STATE's designee either, as applicable: (i) a certificate of insurance for any Required Policy or (ii) Financial Documentation, within ten (10) days of execution of this Agreement. At all times during the term of this Agreement, Grantee shall cause the required evidence of insurance coverage or financial capacity to be deposited with the STATE. If Grantee fails to do so, such failure may be treated by the STATE as a default by Grantee under this Agreement.

B. The phrase "Required Policy" shall mean the policy of insurance required to be maintained by Grantee under the rules promulgated by the General Land Office and/or the School Land Board. Such Required Policy shall insure against any and all loss or damage as may be required by rule (including, without limitation, coverage for bodily injury, death, property damage, premises and operations, products liability, contractual liability, and/or strict

liability). Any Required Policy shall name the STATE (and any of its successors and assigns designated by the STATE) as an additional insured.

C. The phrase "Financial Documentation" shall mean a financial statement and/or other evidence of financial responsibility or capacity which is determined to be satisfactory to the STATE.

ARTICLE IX. DEFAULT, TERMINATION and EXPIRATION

9.01. If, following 30 days prior written notice from the STATE specifying a default or breach, Grantee fails to pay any money due hereunder or is in breach of any term or condition of this Agreement, the STATE shall have the right, at its option and its sole discretion, to terminate this Agreement and all rights inuring to Grantee herein by sending written notice of such termination to Grantee in accordance with Article XI of this Agreement. Upon sending of such written notice, this Agreement shall automatically terminate and all rights granted herein to Grantee shall revert to the STATE. Such termination shall not prejudice the rights of the STATE to collect any money due or to seek recovery on any claim arising hereunder.

9.02. A. Except as otherwise provided in subsection B, Grantee shall, within one hundred twenty (120) days from the date of expiration or sooner termination of this Agreement, remove all personal property, structures, and the Improvements, and shall restore the Premises (and any other property affected by such removal activities) to the same condition that existed before Grantee entered thereon. Such removal and restoration activities shall be conducted in accordance with General Land Office guidelines in effect at the time of removal/restoration which may include, without limitation, specific removal techniques required for protection of natural resources, and mitigation or payment in lieu of mitigation for any and all damages resulting from removal activities. Grantee shall notify the STATE at least ten (10) days before commencing removal/restoration activities so that a field inspector may be present.

B. Pursuant to 31 TEX. ADMIN. CODE §13.13(c)(1), the STATE may waive the removal/restoration requirements in this Section 9.02 if, in the STATE's sole opinion and discretion, such waiver is in the best interest of the State. Any such waiver shall be in writing and may be conditioned upon factors including, without limitation, the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing Improvement(s), and other factors considered to be in the best interest of the STATE.

ARTICLE X. HOLDOVER

10.01. If Grantee holds over and continues in possession of the Premises after expiration or earlier termination of this Agreement, Grantee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Agreement, except that as liquidated damages by reason of such holding over, the amounts payable by Grantee under this Agreement shall be increased such that the Consideration payable under Section 4.01 of this Agreement and any other sums payable hereunder shall be two hundred percent (200%) of the amount payable to the STATE by Grantee for the applicable period immediately preceding the first day of the holdover period. Grantee acknowledges that in the event it holds over, the STATE's actual damages will be difficult, if not impossible, to ascertain, and the liquidated damages herein agreed to be paid are reasonable in amount and are payable in lieu of actual damages and are not a penalty. Grantee further acknowledges that acceptance of hold over Consideration does not imply STATE consent to hold over.

10.02. The tenancy from month-to-month described in Section 10.01 of this Agreement may be terminated by either party upon thirty (30) days written notice to the other.

10.03. The Consideration due after notice of termination has been given is to be calculated according to Section 10.01 hereinabove on a pro rata basis. If upon notice of termination by the STATE, Grantee pays Consideration in excess of the amount due and payable and the STATE accepts such payment, the acceptance of such payment will not operate as a waiver by the STATE of the notice of termination unless such waiver is in writing and signed by the

STATE. Any such excess amounts paid by Grantee and accepted by the STATE shall be promptly refunded by the STATE after deducting therefrom any amounts owed to the STATE.

ARTICLE XI. NOTICE

11.01. Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the STATE to Deputy Commissioner, Professional Services, addressed to his attention, 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX: (512) 463-5098, and if for Grantee, to it at 800 E. Overland, Suite 407, El Paso, TX 79901-2518. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Grantee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

11.02. For purposes of the calculation of various time periods referred to in this Agreement, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE XII. INFORMATIONAL REQUIREMENTS

12.01. A. Grantee shall submit to the STATE, within one hundred eighty (180) days following installation or construction of the Improvements authorized in this Agreement, an "as-built" survey and field notes prepared by a surveyor duly licensed by the State of Texas. The as-built survey shall be conducted in accordance with the STATE's survey requirements attached hereto as Exhibit D. Failure or refusal by Grantee to timely provide the as-built survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the STATE's written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the STATE may, in addition to any other remedy and in the STATE's sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

B. Upon receipt of the as-built survey, prepared in accordance with this Section 12.01, the STATE shall compare the as-built survey with the proposed location of the Improvements, as represented by Grantee's application to the STATE and set forth in Section 2.01 hereof. If there are any changes or discrepancies in the location of the Improvements authorized by this Agreement, the STATE may, in its sole discretion, either (i) terminate this Agreement and require removal and/or relocation of the Improvements upon written notice to Grantee, or (ii) replace Exhibit "B" attached hereto with a substitute corrected exhibit denoted "Exhibit B-1". The substitute shall be the as-built survey, signed by both parties, and, upon attachment hereto, Exhibit "B" shall be void and of no further effect.

12.02. If all or any part of the Improvements are buried, Grantee shall submit to the STATE, one hundred eighty (180) days following installation or construction of the Improvements, a "burial survey" prepared by a surveyor duly licensed by the State of Texas. The burial survey shall be conducted in accordance with the STATE's survey requirements attached hereto as Exhibit C. Failure or refusal by Grantee to timely provide the burial survey when due hereunder and the continuance of such failure for thirty (30) consecutive days after the receipt of the STATE's written notice to Grantee specifying such failure may be treated as a default by Grantee hereunder and the STATE may, in addition to any other remedy and in the STATE's sole discretion, terminate this Agreement and require removal of any personal property and the Improvements located on the Premises in accordance with Section 9.02 of this Agreement.

12.03. Grantee shall provide written notice to the STATE of any change in Grantee's name, address, corporate structure, legal status or any other information relevant to this Agreement.

12.04. Grantee shall provide to the STATE any other information reasonably requested by the STATE in writing within fifteen (15) days following such request or such other time period approved by the STATE (such approval not to be unreasonably withheld).

12.05. Except with regard to initial construction/installation of the Improvements and emergencies, prior to conducting any activities at the Premises which may materially impact natural resources in or around the Premises, Grantee shall provide written notice to the STATE describing the proposed activities in detail and any procedures which will be used to protect natural resources. Such notice shall be provided by Grantee to the STATE at least sixty (60) days prior to conducting re-burial activities, and at least thirty (30) days prior to conducting major repairs, modification, or other activities. Grantee acknowledges and agrees that the STATE shall have at least twenty (20) days following receipt of the notice to review the proposed activities and to impose specific conditions for conducting such activities which, in the STATE's sole determination, are necessary to protect natural resources or to mitigate for actual damages to natural resources. If the STATE has not provided notice to Grantee within twenty (20) days following receipt of Grantee's notice, the STATE is deemed to have approved, subject to the terms of this Agreement, the proposed activities to be conducted at the Premises. In case of emergencies, Grantee may undertake all actions necessary to prevent imminent injury or damage to public health, safety or welfare, and/or to protect natural resources. Within twenty-four (24) hours following such emergency actions, Grantee shall provide notice to the STATE of such actions as hereinabove provided. (If not during normal business hours, call 1-800-832-8224).

12.06. Grantee hereby acknowledges that late submission by Grantee to the STATE of information (including, without limitation, as-built and/or burial surveys) required under this Agreement will cause the STATE to incur various expenses not contemplated by this Agreement, the exact amount of which are presently difficult to ascertain. Accordingly, if any information required to be submitted within a certain time under the terms of this Agreement shall not be received by the STATE on or before five (5) days after the date when due, then, Grantee shall pay to the STATE a "Late Charge" equal to one hundred dollars (\$100.00) for each day so past due. The STATE and Grantee agree that such Late Charge represents a fair and reasonable estimate of the expenses that the STATE will incur by reason of such late submission of information by Grantee. Acceptance of such Late Charge by the STATE shall not constitute a waiver of Grantee's default with respect to any such past due information, nor prevent the STATE from exercising any other rights and remedies granted under this Agreement, at law, or in equity.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.01. With respect to terminology in this Agreement, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Agreement, but such other provisions shall continue in full force and effect.

13.02. The titles of the Articles in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself. This Agreement shall be binding upon and shall accrue to the benefit of the STATE, its successors and assigns, Grantee, Grantee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the STATE to any assignment by Grantee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person grantee, refers to the instances previously referred to in this sentence and also circumstances in which title to Grantee's interest under this Agreement passes, after the demise of Grantee, pursuant to Grantee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire agreement, not just to the specific article, section or paragraph in which such words appear.

13.03. Neither acceptance of Consideration (or any portion thereof) or any other sums payable by Grantee hereunder (or any portion thereof) to the STATE nor failure by the STATE to complain of any action, non-action or default of Grantee shall constitute a waiver as to any breach of any covenant or condition of Grantee contained herein nor a waiver of any of the STATE's rights hereunder. Waiver by the STATE of any right for any default of Grantee shall

not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the STATE hereunder or covenant, duty or obligation of Grantee hereunder shall be deemed waived by the STATE unless such waiver be in writing, signed by a duly authorized representative of the STATE.

13.04. No provision of this Agreement shall be construed in such a way as to constitute the STATE and Grantee joint venturers or co-partners or to make Grantee the agent of the STATE or make the STATE liable for the debts of Grantee.

13.05. In all instances where Grantee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

13.06. Under no circumstances whatsoever shall the STATE ever be liable hereunder for consequential damages or special damages. The terms of this Agreement shall only be binding on the STATE during the period of its ownership of the Premises, and in the event of the transfer of such ownership interest, the STATE shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Agreement term upon each new owner for the duration of such owner's ownership.

13.07. All monetary obligations of the STATE and Grantee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

13.08. The obligation of Grantee to pay all Consideration and other sums hereunder provided to be paid by Grantee and the obligation of Grantee to perform Grantee's other covenants and duties under this Agreement constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Agreement and not otherwise. Grantee waives and relinquishes all rights which Grantee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the STATE by Grantee. Grantee waives and relinquishes any right to assert, either as a claim or as a defense, that the STATE is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the STATE not expressly set forth in this Agreement.

ARTICLE XIV. FILING

14.01. Grantee shall, at its sole cost and expense, record this Agreement in the El Paso County Real Property Records and provide a file marked copy to the STATE within 60 days after this Agreement is executed by all parties.

ARTICLE XV. ENTIRE AGREEMENT

15.01. This Agreement ME20100120, including exhibits, constitutes the entire agreement between the STATE and Grantee and no prior written or prior or contemporaneous oral promises, warranties or representations shall be binding. This Agreement shall not be amended, changed, altered, assigned or extended except by written instrument signed by all parties hereto.

15.02. This Agreement shall become effective only upon execution by all parties hereto and delivery of a fully executed counterpart to each party.

IN TESTIMONY WHEREOF, witness my hand and Seal of Office.

GRANTOR: THE STATE OF TEXAS

GRANTEE: EL PASO COUNTY

By: _____
JERRY E. PATTERSON
Commissioner, General Land Office

By: _____
Name: _____

Title: _____

Date: _____

Date: _____

APPROVED:

Contents: LR 108 MSP / BNA

Legal: C. W. H.

Deputy: PGI

Executive: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____.
(Grantee representative signing this document)

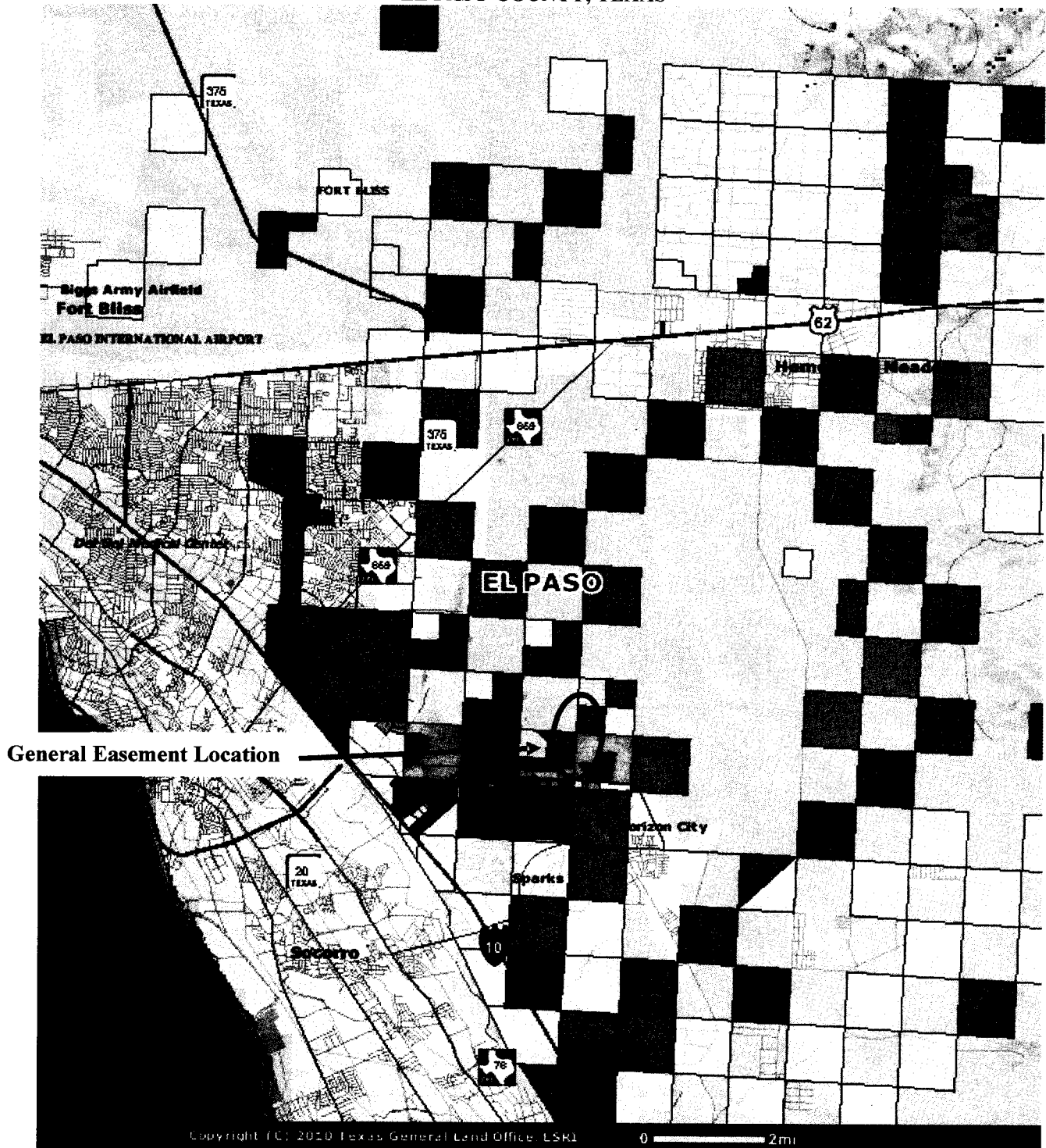
(Notary Signature)

Notary Stamp

Notary Public, State of _____

My commission expires: _____

EL PASO COUNTY, TEXAS



SURVEY PLAT

PLAT TO ACCOMPANY DESCRIPTION

SOUTHWEST 1/4
SURVEY NO. 20
161.52 ACRES
FILE NO. 104932

THE STATE OF TEXAS
(544.028 AC.)
VOL. 2595, PG. 1517
O.P.R.E.P.C.T.

SURVEY NO. 21
647.76 ACRES

MATCH LINE
SEE SHEET 4

S 02°21'59" W 777.96vs. (2160.99')
BAKER LINE
PROPOSED R.O.W.

N 02°21'59" E 919.28vs. (2553.55')
3.576 ACRES
MCCOMBS LINE

L2

SECTION LINE DEPICTED
ON THE BAKER MAP OF
CONSTRUCTION (IN CONFLICT
WITH THE MCCOMBS BASELINE)

PROPOSED DARRINGTON ROAD
(120' R.O.W. WIDTH)

P.O.B.
N = 3,828,508.90 VARAS
(10,634,746.94')
E = 168,325.57 VARAS
(468,126.57')

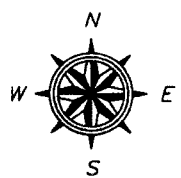
P.O.C. - MON ROP PIPE W/3 BULLET HOLES FOUND:
NORTHWEST CORNER OF SURVEY NO. 22.
NORTHWEST CORNER OF THE C.D.
STEWART SURVEY NO. 319.
SOUTHEAST CORNER OF SURVEY NO. 19.
SOUTHWEST CORNER OF SURVEY NO. 19.
BLOCK 79, TOWNSHIP 3
N = 3,828,587.79 VARAS
(10,634,966.07')
E = 166,616.35 VARAS
(462,823.76')

BLOCK 79, TOWNSHIP 3
TEXAS AND PACIFIC
RAILWAY COMPANY SURVEYS

CURVE TABLE

CURVE NO.	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	03°41'42"	1101.60vs.	3060.00'	71°04'vs.	197.33'
C2	03°47'39"	1058.40vs.	2940.00'	70°09'vs.	194.70'
				S 04°15'48" W	710.03vs.
					194.66'

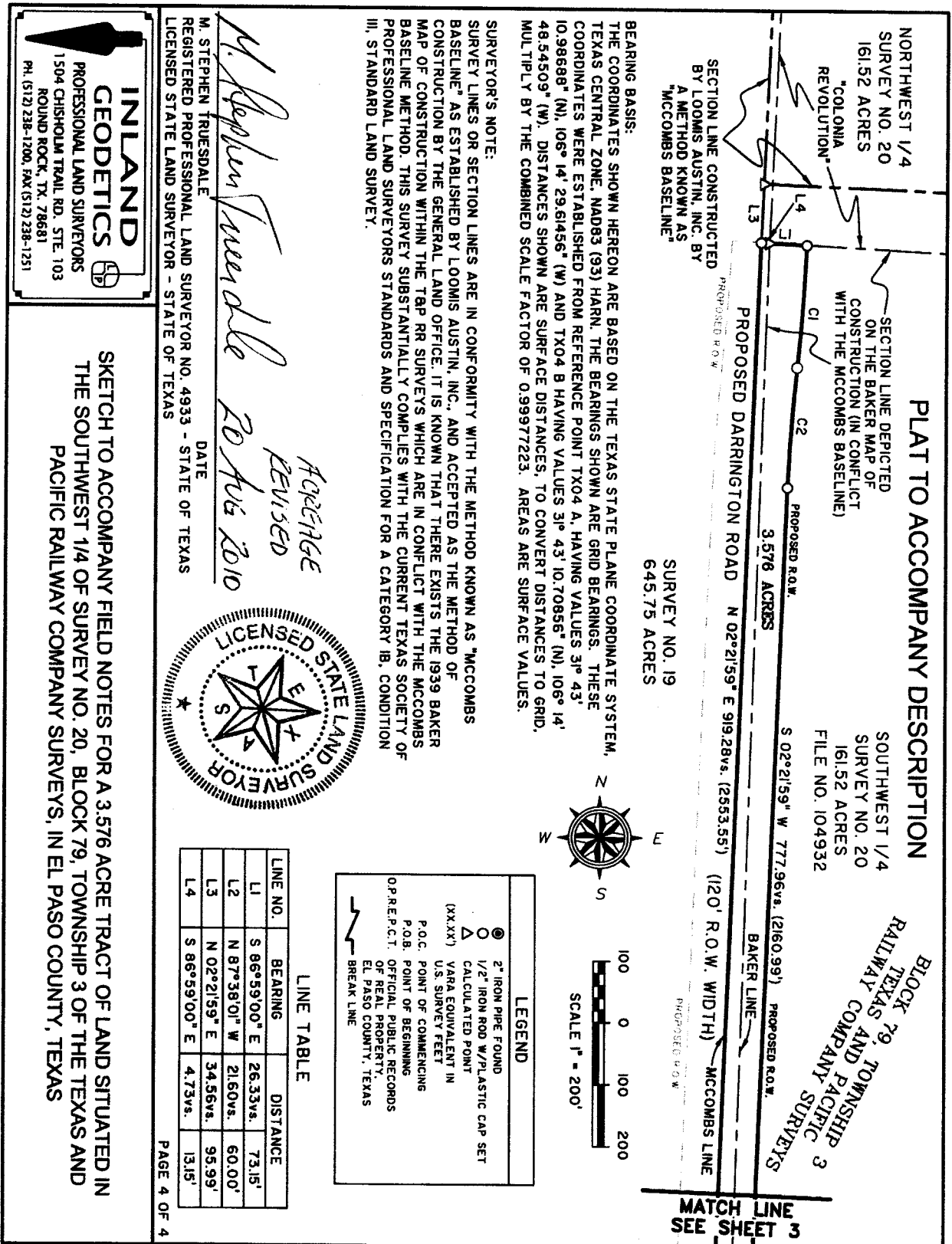
NORTHEAST 1/4
SURVEY NO. 22
161.86 ACRES
FILE NO. 145583



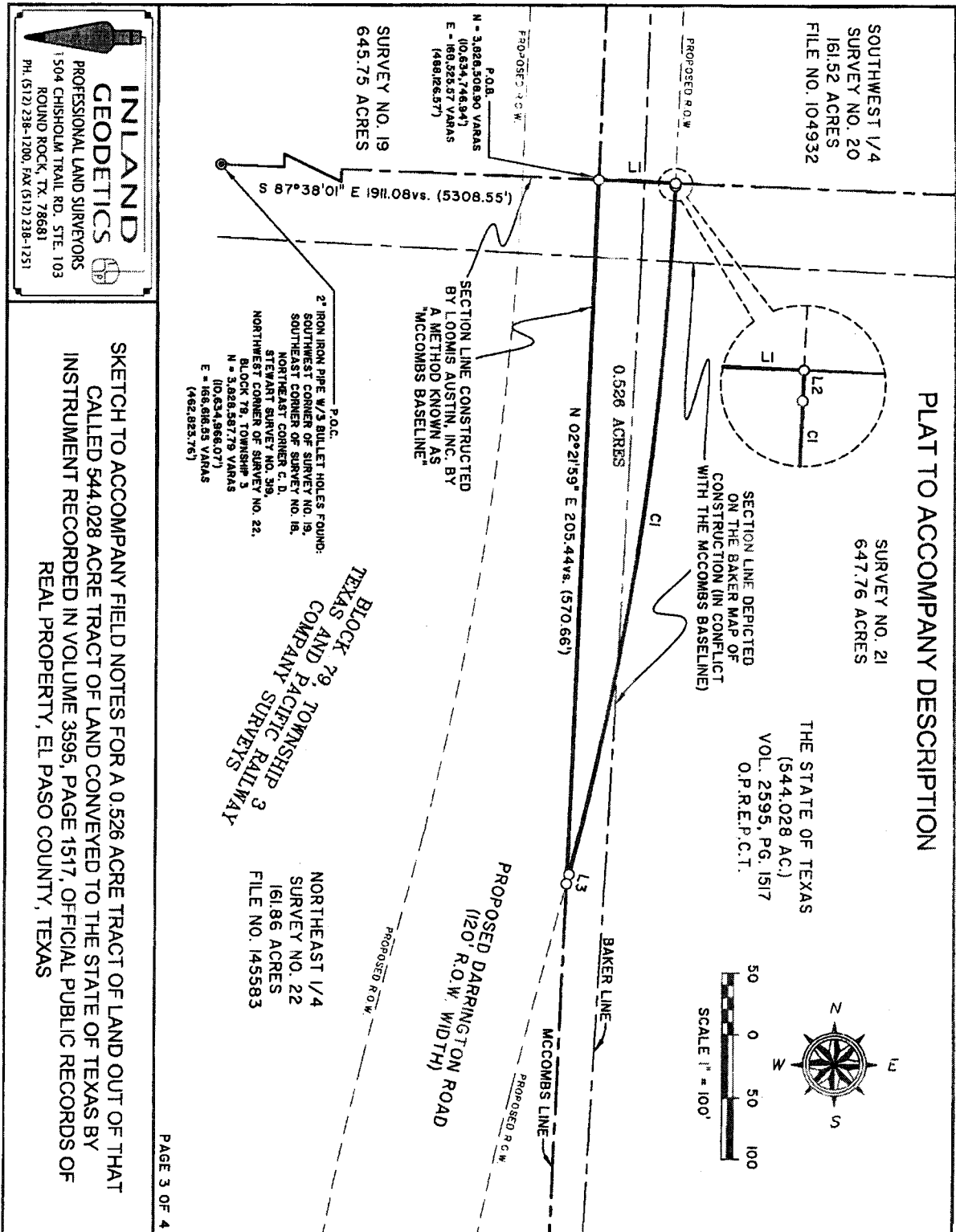
INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

SKETCH TO ACCOMPANY FIELD NOTES FOR A 3.576 ACRE TRACT OF LAND SITUATED IN
THE SOUTHWEST 1/4 OF SURVEY NO. 20, BLOCK 79, TOWNSHIP 3 OF THE TEXAS AND
PACIFIC RAILWAY COMPANY SURVEYS, IN EL PASO COUNTY, TEXAS

SURVEY PLAT



SURVEY PLAT



SURVEY PLAT

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- 2" IRON PIPE FOUND
- 1/2" IRON ROD W/PLASTIC CAP SET
- Δ CALCULATED POINT
- (XXX) VARS. EQUIVALENT IN U.S. SURVEY FEET
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- O.P.R.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, EL PASO COUNTY, TEXAS
- BREAK LINE

CURVE TABLE

CURVE NO.	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	119°53'11"	979.20'vs.	2720.00'	203.14'vs.	564.28'
				S 08°18'34" W	202.78'vs.
					563.27'

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 87°38'01" E	21.60'vs.
		60.00'
L2	S 02°21'59" W	0.88'vs.
		2.45'
L3	S 14°15'10" W	2.93'vs.
		8.15'

BEARING BASIS:

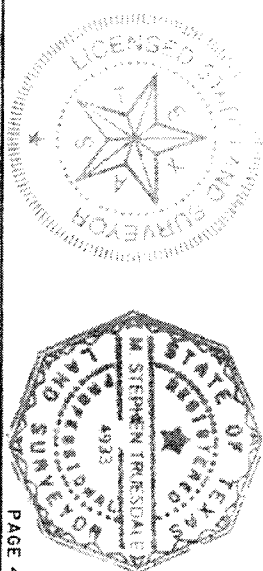
THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04 A, HAVING VALUES 3° 43' 10.98666" (N), 106° 14' 29.61456" (W) AND TX04 B HAVING VALUES 3° 43' 10.70856" (N), 106° 14' 48.54509" (W). DISTANCES SHOWN ARE SURFACE DISTANCES, TO CONVERT DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR OF 0.99977223. AREAS ARE SURFACE VALUES.

SURVEYOR'S NOTE:

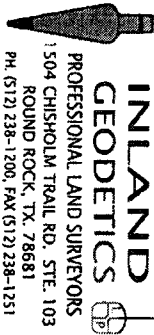
SURVEY LINES OR SECTION LINES ARE IN CONFORMITY WITH THE METHOD KNOWN AS "MCCOMBS BASELINE" AS ESTABLISHED BY LOOMIS AUSTIN, INC. AND ACCEPTED AS THE METHOD OF CONSTRUCTION BY THE GENERAL LAND OFFICE. IT IS KNOWN THAT THERE EXISTS THE 1939 BAKER MAP OF CONSTRUCTION WITHIN THE TAP RR SURVEYS WHICH ARE IN CONFLICT WITH THE MCCOMBS BASELINE METHOD. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATION FOR A CATEGORY IB, CONDITION III, STANDARD LAND SURVEY.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933 - STATE OF TEXAS
LICENSED STATE LAND SURVEYOR - STATE OF TEXAS

DATE

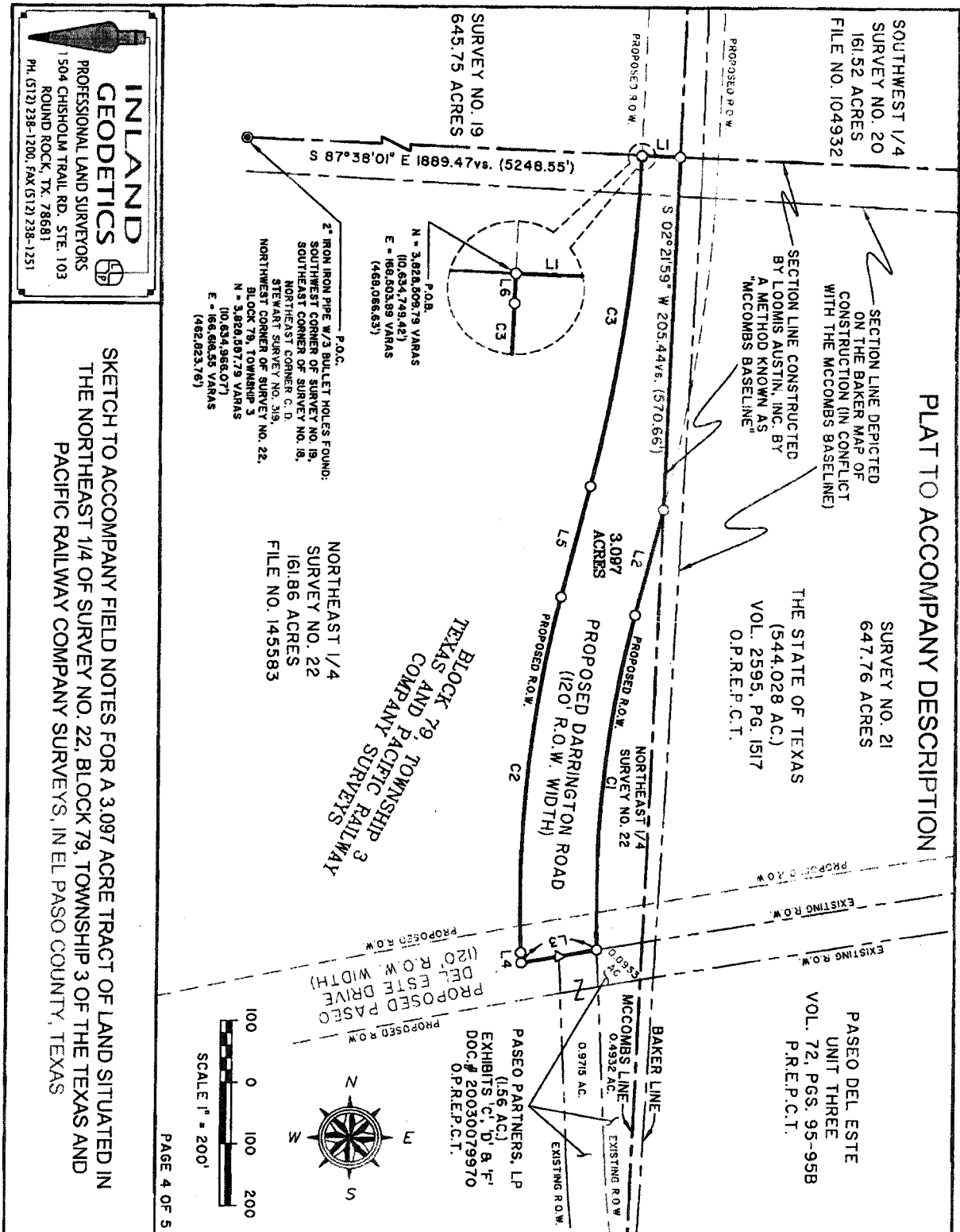


PAGE 4 OF 4



SKETCH TO ACCOMPANY FIELD NOTES FOR A 0.526 ACRE TRACT OF LAND OUT OF THAT CALLED 544.028 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS BY INSTRUMENT RECORDED IN VOLUME 3595, PAGE 1517, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, EL PASO COUNTY, TEXAS

SURVEY PLAT



SURVEY PLAT

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- 2" IRON PIPE FOUND
- 1/2" IRON ROD W/ PLASTIC CAP SET
- CALCULATED POINT
- VARA EQUIVALENT IN U.S. SURVEY FEET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, EL PASO COUNTY, TEXAS
- PREP.C.T. EL PASO COUNTY, TEXAS
- BREAK LINE

CURVE TABLE

CURVE NO.	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	16°43'40"	676.80ys.	1880.00'	197.59ys.	548.67'
C2	16°43'18"	720.00ys.	2000.00'	210.13ys.	583.70'
C3	11°53'11"	936.00ys.	2600.00'	194.18ys.	539.39'

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S 87°38'01" E	2160ys.
L2	S 14°15'10" W	64.01ys.
L3	S 79°28'21" W	43.63ys.
L4	N 02°28'19" W	6.11ys.
L5	N 14°15'10" E	67.01ys.
L6	N 02°21'59" E	0.88ys.

BEARING BASIS:

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04 A, HAVING VALUES 31° 43' 10.98688" (N), 106° 14' 29.61456" (W) AND TX04 B HAVING VALUES 31° 43' 10.70856" (N), 106° 14' 48.54509" (W). DISTANCES SHOWN ARE SURFACE DISTANCES, TO CONVERT DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR OF 0.99977223. AREAS ARE SURFACE AREAS.

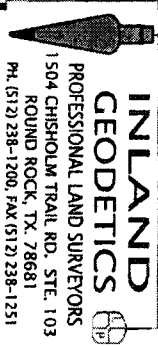
SURVEYOR'S NOTE:

SURVEY LINES OR SECTION LINES ARE IN CONFORMITY WITH THE METHOD KNOWN AS "MCCOMBS BASELINE" AS ESTABLISHED BY LOOMIS AUSTIN, INC., AND ACCEPTED AS THE METHOD OF CONSTRUCTION BY THE GENERAL LAND OFFICE. IT IS KNOWN THAT THERE EXISTS THE 1939 BAKER MAP OF CONSTRUCTION WITHIN THE TAP RR SURVEYS WHICH ARE IN CONFLICT WITH THE MCCOMBS BASELINE METHOD. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATION FOR A CATEGORY IB, CONDITION III, STANDARD LAND SURVEY.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933 - STATE OF TEXAS
LICENSED STATE LAND SURVEYOR - STATE OF TEXAS

DATE

PAGE 5 OF 5



SKETCH TO ACCOMPANY FIELD NOTES FOR A 3.097 ACRE TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 OF SURVEY NO. 22, BLOCK 79, TOWNSHIP 3 OF THE TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, IN EL PASO COUNTY, TEXAS

FIELD NOTES

STATE OF TEXAS § 3.576 ACRES OF LAND IN THE SOUTHWEST 1/4, SURVEY
NO. 20, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC
COUNTY OF EL PASO § RAILWAY COMPANY SURVEYS, EL PASO COUNTY,
TEXAS

FIELD NOTE description of a 3.576 acre tract of land in the Southwest 1/4, Survey No. 20, Block 79, Township 3 of the Texas and Pacific Railway Company Surveys in El Paso County, Texas, being situated in El Paso County, Texas approximately 15 miles S 75° E from the County seat of government in the city of El Paso, said 3.576 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 2-inch iron pipe with 3 bullet holes found at the northwest corner of Survey No. 22, the northeast corner of the C. D. Stewart Survey No. 319 and the southeast corner of Survey No. 18, all in Block 79, Township 3, Texas and Pacific Railway Company Surveys, also marking the southwest corner of Survey No. 19, Block 79, Township 3 of the Texas and Pacific Railway Company Surveys in El Paso County, Texas;
N= 3,828,587.79 varas (10,634,966.07 feet), E= 166,616.55 varas (462,823.76 feet);

THENCE, departing said common survey corner, with the southerly survey line of said Survey No. 18, same being the northerly survey line of said Survey No. 22, S 87°38'01" E for a distance of 1,911.08 varas (5,308.55 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" being the southwest corner of said Survey No. 20, also being the common corner of said Surveys No. 22, No. 19 and Survey No. 21, Block 79, Township 3 of the Texas and Pacific Railway Company Surveys in El Paso County, Texas, also being the northwesterly corner of that called 544.028 acre tract of land conveyed to The State Of Texas by instrument recorded in Volume 2595, Page 1517 of the Official Public Records of Real Property, El Paso County, Texas, for the southwesterly corner and **POINT OF BEGINNING** hereof;
N= 3,828,508.90 varas (10,634,746.94 feet), E= 168,525.57 varas (468,126.57 feet);

1) **THENCE**, with the common survey line of said Surveys No. 19 and No. 20, being the McCombs Line, N 02°21'59" E for a distance of 919.28 varas (2,553.55 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for the northwesterly corner hereof, from which the northwest corner of the Southwest 1/4, Survey No. 20, as located by the McCombs Baseline Method, bears N 02°21'59" E a distance of 34.56 varas (95.99 feet);

2) **THENCE**, departing the McCombs line, in part through the interior of said Southwest 1/4, Survey No. 20, and in part with the common survey line of the Northwest 1/4 and Southwest 1/4 of said Survey No. 20, as defined by the Baker Map of Construction, also being the southerly property line of "Colonia Revolution", a subdivision recorded in Volume 43, Page 24 of the Plat Records of El Paso County, Texas, S 86°59'00" E passing at a distance of 4.73 varas (13.15 feet) a calculated point being the northwest corner of the Southwest 1/4, Survey No. 20 and the southwest corner of the Northwest 1/4, Survey No. 20 as defined by said Baker Map, also being the southwesterly corner of said "Colonia Revolution", in all a total distance of 26.33 varas (73.15 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" in said common Baker survey line for the beginning of a non-tangent curve to the right and for the northeasterly corner hereof;

THENCE, departing said common Baker survey line, through the interior of said Southwest 1/4, Survey No. 20 the following three (3) courses:

- 3) Along said curve to the right having a radius of 1,101.60 varas (3,060.00 feet), an arc length of 71.04 varas (197.33 feet), a delta angle of 03°41'42" and a chord which bears S 04°18'47" W for a distance of 71.03 varas (197.30 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for a point of reverse curvature in the easterly boundary line hereof;
- 4) Along a curve to the left having a radius of 1,058.40 varas (2,940.00 feet), an arc length of 70.09 varas (194.70 feet), a delta angle of 03°47'39" and a chord which bears S 04°15'48" W for a

FIELD NOTES

3.576 Acre
SW 1/4, Sur. 20, Block 79, Tsp. 3, T.P.R.R. Co. Sur.
El Paso County, Texas

Page 2 of 4

distance of 70.08 varas (194.66 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for a point of tangency in the easterly boundary line hereof;

5) S 02°21'59" W for a distance of 777.96 varas (2,160.99 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" in the common survey line of said Surveys No. 20 and No. 21 for the southeasterly corner hereof;

6) **THENCE**, with said common survey line N 87°38'01" W for a distance of 21.60 varas (60.00 feet) to the **POINT OF BEGINNING** and containing 3.576 acres of land, more or less.

SURVEYORS NOTE: The construction/location of survey boundaries was based upon the prescribed, accepted method of using the original or perpetuated corner monuments found at the northwest corner of Survey No. 42, Block 79, Township 3, (2-in iron pipe found) and the northwest corner of Survey No. 18, Block 80, Township 2, (brass Army disk on concrete monument recognized as the survey corner) as a baseline running diagonally (N 42° 38' 01" W, 32,405.40 varas ~ 90,014.99 feet) across the surveys as run by Paul McCombs in 1883; the north-south and east-west survey lines are oriented 45-degrees off this baseline, and run from found, accepted survey corner monuments along or near the baseline, or from prorated survey corner positions along the baseline at missing corners.

BEARING AND COORDINATE BASIS: The coordinates shown hereon are based on the Texas State Plane Coordinate System, Texas Central Zone, NAD83 (93) HARN. The bearings shown are grid bearings. These coordinates were established from reference point TX04 A, having values 31° 43' 10.98688" (N), 106° 14' 29.61456" (W) and TX04 B, having values 31° 43' 10.70856" (N), 106° 14' 48.54509" (W). Distances shown are surface distances, to convert distances to grid, multiply by the combined scale factor of 0.99977223. Areas are surface values.

FIELD SURVEY PERSONNEL: Supervised by G. Rene Zamora, RPLS

This property description is accompanied by separate parcel plat.

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

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

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

M. Stephen Truesdale

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LP
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

REVISED ACREAGE
20 AUG 2010
Date



SURVEYORS NOTE: The construction/location of survey boundaries was based upon the prescribed, accepted method of using the original or perpetuated corner monuments found at the northwest corner of Survey No. 42.

FIELD NOTES

3.567 Acre
SW 1/4, Sur. 20, Block 79, Tsp. 3, T.P.R.R. Co. Sur.
El Paso County, Texas

Page 2 of 4

Block 79, Township 3, (2-in iron pipe found) and the northwest corner of Survey No. 18, Block 80, Township 2, (brass Army disk on concrete monument recognized as the survey corner) as a baseline running diagonally (N 42° 38' 01" W, 32,405.40 varas ~ 90,014.99 feet) across the surveys as run by Paul McCombs in 1883; the north-south and east-west survey lines are oriented 45-degrees off this baseline, and run from found, accepted survey corner monuments along or near the baseline, or from prorated survey corner positions along the baseline at missing corners.

BEARING AND COORDINATE BASIS: The coordinates shown hereon are based on the Texas State Plane Coordinate System, Texas Central Zone, NAD83 (93) HARN. The bearings shown are grid bearings. These coordinates were established from reference point TX04 A, having values 31° 43' 10.98688" (N), 106° 14' 29.61456" (W) and TX04 B, having values 31° 43' 10.70856" (N), 106° 14' 48.54509" (W). Distances shown are surface distances, to convert distances to grid, multiply by the combined scale factor of 0.99977223. Areas are surface values.

FIELD SURVEY PERSONNEL: Supervised by G. Rene Zamora, RPLS

This property description is accompanied by separate parcel plat.

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COUNTY OF WILLIAMSON §

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

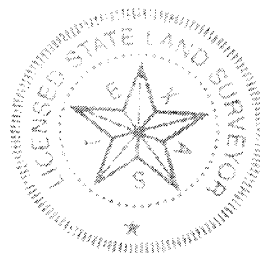
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

4-10-07

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LP
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



FIELD NOTES

STATE OF TEXAS § 3.097 ACRES OF LAND IN THE NORTHEAST 1/4,
SURVEY NO. 22, BLOCK 79, TOWNSHIP 3, TEXAS
AND PACIFIC RAILWAY COMPANY SURVEYS,
COUNTY OF EL PASO § EL PASO COUNTY, TEXAS

FIELD NOTE description of a 3.097 acre tract of land in the Northeast 1/4, Survey No. 22, Block 79, Township 3 of the Texas and Pacific Railway Company Surveys in El Paso County, Texas, being situated in El Paso County, Texas approximately 15 miles S 75° E from the County seat of government in the city of El Paso, said 3.097 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 2-inch iron pipe with 3 bullet holes found at the southwest corner of Survey No. 19, the southeast corner of Survey No. 18 and the northeast corner of the C. D. Stewart Survey No. 319, all in Block 79, Township 3, Texas and Pacific Railway Company Surveys, also marking the northwest corner of said Survey No. 22;
N= 3,828,587.79 varas (10,634,966.07 feet), E= 166,616.55 varas (462,823.76 feet);

THENCE, departing said common survey corner, with the southerly survey line of said Survey No. 19, same being the northerly survey line of said Survey No. 22, S 87°38'01" E for a distance of 1,889.47 varas (5,248.55 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for the northwesterly corner and **POINT OF BEGINNING** hereof;
N= 3,828,509.79 varas (10,634,749.42 feet), E= 168,503.99 varas (468,066.63 feet);

1) **THENCE**, continuing with said common survey line, S 87°38'01" E for a distance of 21.60 varas (60.00 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" being the northeast corner of said Survey No. 22, also being the common corner of Surveys No. 21 and No. 20, both in Block 79, Township 3, Texas and Pacific Railway Company Surveys and said Survey No. 19, also being the northwesterly corner of that called 544.028 acre tract of land conveyed to The State Of Texas by instrument recorded in Volume 2595, Page 1517 of the Official Public Records of Real Property, El Paso County, Texas, for the northeasterly corner hereof;

2) **THENCE**, with the common survey line of said Surveys No. 21 and No. 22, S 02°21'59" W for a distance of 205.44 varas (570.66 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for an angle point in the easterly boundary line hereof;

THENCE, departing said common survey line, through the interior of said Northeast 1/4, Survey No. 22 the following eight (8) courses:

3) S 14°15'10" W for a distance of 64.01 varas (177.80 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for the beginning of a curve to the left;

FIELD NOTES

3.097 Acre
NE 1/4, Sur. 22, Block 79, Tsp. 3, T.P.R.R. Co. Sur.
El Paso County, Texas

Page 2 of 5

- 4) Along said curve to the left having a radius of 676.80 varas (1,880.00 feet), an arc length of 197.59 varas (548.87 feet), a delta angle of $16^{\circ}43'40''$ and a chord which bears $S 05^{\circ}53'31'' W$ for a distance of 196.89 varas (546.92 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933", being the northwesterly corner of that called 0.0953 acre tract of land conveyed to Paseo Partners, LP, by instrument described in Document No. 20030079970 of the Official Public Records of Real Property, El Paso County, Texas, as Exhibit 'D', same being the northeasterly corner of that called 0.9715 acre tract of land conveyed to Paseo Partners, LP, by instrument described in Document No. 20030079970 of the Official Public Records of Real Property, El Paso County, Texas, as Exhibit 'C', for the southeasterly corner hereof;
- 5) With the northerly boundary line of said 0.9715 acre tract, $S 79^{\circ}28'21'' W$ passing at 21.81 varas (60.57 feet) the northwesterly corner of said 0.9715 acre tract, in all a total distance of 43.63 varas (121.20 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for the southwesterly corner hereof;
- 6) $N 02^{\circ}28'19'' W$ for a distance of 6.11 varas (16.98 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for the beginning of a curve to the right;
- 7) Along said curve to the right having a radius of 720.00 varas (2,000.00 feet), an arc length of 210.13 varas (583.70 feet), a delta angle of $16^{\circ}43'18''$ and a chord which bears $N 05^{\circ}53'20'' E$ for a distance of 209.39 varas (581.63 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for a point of tangency in the westerly boundary line hereof;
- 8) $N 14^{\circ}15'10'' E$ for a distance of 67.01 varas (186.15 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for the beginning of a curve to the left;
- 9) Along said curve to the left having a radius of 936.00 varas (2,600.00 feet), an arc length of 194.18 varas (539.39 feet), a delta angle of $11^{\circ}53'11''$ and a chord which bears $N 08^{\circ}18'34'' E$ for a distance of 193.83 varas (538.42 feet) to a 1/2 inch iron rod with plastic cap set, marked "LSLS - RPLS 4933" for a point of tangency in the westerly boundary line hereof;
- 10) $N 02^{\circ}21'59'' E$ for a distance of 0.88 varas (2.45 feet) to the **POINT OF BEGINNING** and containing 3.097 acres of land, more or less.

SURVEYORS NOTE: The construction/location of survey boundaries was based upon the prescribed, accepted method of using the original or perpetuated corner monuments found at the northwest corner of Survey No. 42, Block 79, Township 3, (2-in iron pipe found) and the northwest corner of Survey No. 18, Block 80, Township 2, (brass Army disk on concrete

FIELD NOTES

3.097 Acre
NE 1/4, Sur. 22, Block 79, Tsp. 3, T.P.R.R. Co. Sur.
El Paso County, Texas

Page 3 of 5

monument recognized as the survey corner) as a baseline running diagonally (N 42° 38' 01" W, 32,405.40 varas ~ 90,014.99 feet) across the surveys as run by Paul McCombs in 1883; the north-south and east-west survey lines are oriented 45-degrees off this baseline, and run from found, accepted survey corner monuments along or near the baseline, or from prorated survey corner positions along the baseline at missing corners.

BEARING AND COORDINATE BASIS: The coordinates shown hereon are based on the Texas State Plane Coordinate System, Texas Central Zone, NAD83 (93) HARN. The bearings shown are grid bearings. These coordinates were established from reference point TX04 A, having values 31° 43' 10.98688" (N), 106° 14' 29.61456" (W) and TX04 B, having values 31° 43' 10.70856" (N), 106° 14' 48.54509" (W). Distances shown are surface distances, to convert distances to grid, multiply by the combined scale factor of 0.99977223. Areas are surface values.

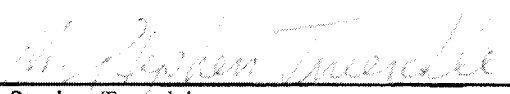
FIELD SURVEY PERSONNEL: Supervised by G. Rene Zamora, RPLS

This property description is accompanied by separate parcel plat.

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

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

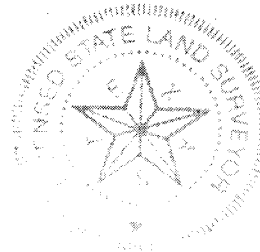
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.



M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LP
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



Date



Instructions for Preparing Exhibits for the following General Land Office Applications:

Exhibit D
ME20100120

Miscellaneous Easements (Rights-of-Way) Sub-Surface Easements

Maps (or plats) showing the location of proposed and as-built projects on state-owned lands are required as part of the General Land Office (GLO) application process. The following instructions are to be followed when applying for new work (proposed project), or for reporting as-built conditions for a previously approved project, when the activity is a **Miscellaneous Easement (Right-of-way/ROW), Surface Lease, or Sub-Surface Easement** on state land.

The information specified below represents **minimum** requirements of the GLO and additional information may be requested on a project-by-project basis to facilitate a full evaluation of the proposed activity.

The information should be submitted along with the required application form and processing fees. Each map or plat must conform to the specifications contained herein. An application is not considered complete, and processing of the application will not be initiated, until all information requested has been submitted and GLO staff has determined that it is adequate.

NOTE: Surveys and survey plats required by other entities, Federal, State, County and/or City, are **PERMISSIBLE** and **USABLE** for GLO applications provided they meet the following requirements.

IF SUBMITTING SURVEY PLATS DIGITALLY, PLEASE PROVIDE THE INFORMATION IN ONE OF THE FOLLOWING FORMATS:

1. In an ESRI format (i.e. Shape file, E00, or Geodatabase)
2. AutoDesk Map 6 or earlier version in a DWG format.
3. **And Projection Information of the data set submitted.**

A. GENERAL INSTRUCTIONS for ALL APPLICATIONS:

1. Each map or plat should be 8-1/2" x 11".
2. A one-inch margin should be left at the top edge of each sheet for binding purposes.
3. Any shading used to identify specific areas must be reproducible by ordinary copy machines.
4. Each map or plat submitted must have a title block identifying, at a minimum: (a) applicant name; (b) applicant address; (c) project name; (d) date of preparation; (e) name of preparer, and (f) project location as follows:
 - (1) if on state-owned uplands, then provide county, survey name (original grantee) and, as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number;
 - (2) if on submerged land, then provide county name, waterbody name, and state tract number;
5. The scale for each map or plat must be clearly indicated both digitally and by graphic scale.
6. Vicinity Maps -- Exhibit A for each project application must be a Vicinity Map showing the general location of the proposed work. The Vicinity Map must be produced using a U.S.G.S. 7.5 minute Topographic Map, a Texas Department of Transportation County Road Map, or navigation chart as its base layer. A prominent arrow on the map should indicate the project location. An 8 1/2" x 11" Xerox copy from the original Topo, county map, or navigation chart showing the project location is sufficient. It is not necessary to submit the entire Topo or county map, so long as the map is appropriately identified as to the origin of the base information (e.g., name, and date of base map information used). This is most easily accomplished by copying the legend of the base map and making it part of the Vicinity Map.

7. Project Site Map -- Exhibit B for each project application should be a Project Site Map (in Survey Plat format), which provides specific project location information. The Project Site Map should be produced at sufficient scale and detail to enable field inspectors to locate the project on the ground with minimal difficulty. Demographic features such as road numbers, stream names, railroad crossings, corporate city limits, and other prominent locative features should be included on the Project Site Map. A prominent arrow on the map should indicate the project location and a North arrow must be provided. Annotation may be included on the map regarding distance of the project from known points (e.g., highway intersections, road stream crossings, etc.). **Additional guidance for preparing Project Site Maps is provided in Section B of this document.**

8. Detailed Project Plan -- Exhibit C for each project application should be a Detailed Project Plan, consisting of an aerial plan-view drawing and a cross-sectional drawing of all proposed or existing structures on state-owned lands at the project site.

Page 1 of the Detailed Project Plan should contain, at a minimum:

- a. Location of the shoreline or banks if the project is on or adjacent to tidally influenced waters or crosses a state-owned river, stream, creek, or bayou.
- b. The direction of ebb and flow if in or adjacent to tidal waters, or the direction of water flow if the project crosses a river, creek, stream, or bayou.
- c. A North arrow.
- d. The location of state tract lines (on tidally influenced lands), survey lines, or property lines, as applicable.
- e. The location of any marshes, submerged grass flats, oyster reefs, mud or sand flats, or other sensitive natural/cultural resources known to exist in the project area.
- f. The lines of mean high water and mean low water when applicable.
- g. Dimensions of all structures (existing and proposed) that will encumber state-owned lands at the project site.
- h. The registration, easement, or lease numbers for any structures at the site previously authorized by the GLO (available from GLO field offices upon request).
- i. Any applicable Corps of Engineers application numbers covering the proposed work, as soon as that application number is available, but, in any event, prior to issuance of the easement.

Page 2 of the Detailed Project Plan should contain, as applicable, an explanation of construction methodology, techniques, and equipment that will be used at the site.

9. As-Built Survey -- A survey showing the depth of burial must be furnished for all projects on state-owned tidally influenced lands (Gulf of Mexico, bays, estuaries, etc.), crossings of state-owned rivers/streams/creeks/bayous. The survey shall show plan view only for projects on state-owned upland tracts. Failure to provide this information is, by terms of the state contract, grounds for termination of the easement and removal of the structure from state-owned land.

New Installations: Each application for installation of a **new** power transmission line or communication line must include with the application a profile drawing showing the proposed depth of burial at not less than 36" below the surface.

GLO will issue an easement using the proposed ROW and depth of burial information. Following installation of the line, however, the applicant is required by terms of the GLO contract to provide a survey of actual burial depth measurements for that portion of the ROW length occupying state-owned land. The spacing between depth-of-burial measurement points is a function of the length of ROW. If the easement length is less than 500 feet, the depth of cover of the structure and waterway bottom elevation shall be determined at intervals not to exceed 50 feet. If the easement length is greater than 500 feet but less than 5,000 feet the interval between measurement points shall be 100 feet. Easements greater than 5,000 feet in length shall be surveyed at 250-foot intervals.

All work shall be performed under the supervision of and sealed by a registered public land surveyor. All submitted drawings must be sealed by the supervising registered public land surveyor. All elevations must be referenced to a common datum (Mean Sea Level, National Geodetic Vertical Datum, Mean Low Water, etc.) and grid coordinates must reference Texas State Plane coordinate System of 1927 or 1983. The accuracy of the waterway bottom and installation elevations shall be +/- one-half (.5') foot for the waterway bottom and +/- one-half (0.5') foot for depth of burial less than or equal to 10 feet and +/- fifteen (15%) percent for depth of burial greater than ten (10) feet. Manual probing and electronic means (both active and passive) of survey type shall be acceptable for depth of burial determinations.

Existing Installations: At time of renewal of an easement for an existing underground power transmission line or communication line, provide the data as required under Section 3.02.(iv) of this easement contract.

B. SPECIFIC INSTRUCTIONS:

Maps or Survey Plats to be submitted as the Project Site Map and/or the Detailed Project Plan (see A7 and 8 above) must contain the information described below.

Upland survey data should be reported to normal boundary land surveying minimum standards. Offshore or submerged sites shall be located to a specified accuracy of +/- 5 feet of any reported location.

1. Projects located on Tidally Influenced State-owned lands (Including the Gulf of Mexico, bay tracts, and the tidally influenced portions of rivers, creeks, streams, and bayous):

a. Rights-of-Way (e.g., Miscellaneous Easements for transmission lines, roads, etc.)

Coordinates must be provided at the beginning and ending points of the ROW's centerline, or on the principal point or points of tracts described by other means (directional well bores, etc.). These coordinates must be based on the Texas State Plane Coordinate System of 1927 or 1983. Courses and distances must be specified as either grid or geodetic for all centerlines and perimeter lines, and ties must be made from specific improvements (e.g., well heads, platforms, pilings, etc) to a corner or corners of the lease or easement tract. All submerged state land tracts crossed by any part of the ROW must be shown and identified, and the points of each ROW crossing of a state-tract boundary identified in the Texas State Plane Coordinate System of 1927 or 1983. The distance between crossings of a state-tract boundary must be indicated in both feet and rods on the plat.

As-built plats (and confirmation surveys at time of renewal) must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. A ROW less than 1,000 feet long but greater than 500 feet in length requires one mid-point to be identified on the survey plat.

b. Surface Leases (e.g., well platforms on un-leased tracts, etc.)

A metes and bounds description (or other valid description) must be provided for the area encumbered by a surface lease. This description must be in increments of not less than one acre for the area surrounding a platform or structure, with the point of beginning, well location, and other structures on the leased site identified and properly located by coordinates. The point of reference from either the center or the corner of a platform or structure must be specified, with coordinates given at one or more points on the Texas State Plane Coordinate System of 1927 or 1983.

c. Sub-Surface Easements (e.g., directionally drilled well bores, etc.)

Sub-surface easements for directionally drilled well bores shall consist of a corridor having a ten (10) foot radius around the directionally drilled well bores as it is shown by an as-built directional well survey. Directional well surveys shall show the following information: surface location (as described in item B.1.b., above), sub-surface elevation of each angle point, and the bottom hole location as shown on well bore log. These items shall be identified by a value given at not less than one point on any locative document, referenced to the Texas State Plane Coordinate System of 1927 or 1983.

2. Projects Across (Rights-of-Way) State-owned Upland Property, or the state-owned portion of a river, creek, stream, or bayou above the limit of tidal influence:

a. Upland Tract (State Fee Lands):

For new project applications, information provided for projects on state-owned upland tracts shall include the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the proposed easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with the survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the ROW easement.

At completion of construction, or at time of renewal, an as-built plat or confirmation survey (which ever is applicable) must be submitted. This plat must give bearing and distance between angle points along the easement route. In the event no angle points exist along the course of the ROW, the plat shall provide a minimum of one identified point for each 1,000 feet of ROW length. ROWs, less than 1,000 feet long but greater than 500 feet long, require one mid-point to be identified on the survey plat.

b. Crossing the State-owned portion of a river, creek, stream, or bayou above the limit of tidal influence

Information provided for projects crossing non-tidal state-owned rivers, creeks, streams, or bayous shall include an identification of the stream or water body by local and any other names known (historic, from topographic or other maps, etc.). In addition, the beginning and end points of the easement centerline, identified by coordinates on the Texas State Plane Coordinate System of 1927 or 1983, and shall include course and distance of all segments of the easement centerline. Course and distance from one end of the easement to the nearest survey corner or subdivision survey corner shall be included, along with a cross section or profile of the crossing between the top of the high banks, survey name (original grantee), and as applicable, survey or section number, block number, township number, subdivision name, lot or tract number, and abstract number of all surveys abutting the ROW easement.