

EXHIBIT

"A"

ALTERNATIVE STANDARDS AGREEMENT

This Alternative Standards Agreement, (this "Agreement") is entered into this ____ day of _____, 2016, by and among the City of Round Rock, Texas, a Texas home rule city (the "City") and the Estate of David G. Carlin, Carlin United Holdings, the Estate of Melecio Gonzales Carlin and the Estate of Carmen Carlin, (the "Owners").

RECITALS

WHEREAS, Sec. 36-123 of the Round Rock Code of Ordinances, 2010 Edition (the "Code") recognizes that in proper circumstances, the unique nature of land being platted may require the departure from the adopted design criteria and design and construction standards, as set forth in Chapter 36 of the Code, and

WHEREAS, the Owners of Lots 1, 2, and 3 of the St. Williams Church Subdivision (the "Property"), the location of which is generally shown on **Exhibit "A"** wish to re-plat the Property into six (6) single-family lots as generally shown on **Exhibit "B"**, hereinafter referred to as the "Replat", and

WHEREAS, the unique nature of the Property requires departure from the provisions of Chapter 36 of the Code, and

WHEREAS, the City Council and the Owners wish to enter into this Agreement regarding the platting of the Property, and

WHEREAS, the proposed alternative standards set forth herein fully address the intent and purpose of the standards of Chapter 36, and

WHEREAS, the proposed alternative standards conform to the general purposes, goals and objectives of the City of Round Rock General Plan.

NOW THEREFORE, based on the above, the City Council of Round Rock, Texas and the Owners agree as follows:

Article I General

Because of the unique nature of the Property, it is necessary to depart from the officially adopted subdivision plat design criteria and construction standards. Therefore, the City and the Owners agree that the Property may be re-platted if the Owners meet the alternative standards provided for herein. The Owners shall be responsible for the preparation and submission to the City of all items prescribed by the Code for the City to approve the Replat, including all related costs and fees. The City shall not be responsible for any costs associated with the preparation of the Replat.

Article II
Alternative Street Right-of-Way Standards

Construction of street improvements and/or dedication of additional right-of-way for Aleman Street and Old Austin Rock Road as required by Section 36-107(a) and (e) of the Code will not be required. The following conditions shall apply:

- (1) Vehicular access to proposed Lot 6 of the Replat shall be allowed only from the area described in the Access Easement Document attached hereto as **Exhibit "C"**. This area is referred to herein as "Carlin Cove." Prior to the issuance of any new building permit for Lot 6, the Owners of Lot 6 shall be responsible for paving the remainder of Carlin Cove to an access point to Lot 6.
- (2) Vehicular access to proposed Lots 4 and 5 of the Replat may occur from Old Austin Rock Road or Carlin Cove, provided that any access to Old Austin Rock Road meets the approval of City Staff and is in accordance with the City's Design and Construction Standards (the "DACS").
- (3) Vehicular access to proposed Lots 1, 2, and 3 of the Replat shall be allowed only from Old Austin Rock Road, provided that such access is approved by City Staff and is in accordance with the DACS.
- (4) Notwithstanding (1) and (3) above, vehicular access to proposed Lots 1 and 6 of the Replat from Aleman Street for emergencies, construction purposes, or other similar temporary uses shall be allowed if approved by the City Manager or his/her designee.

The City may utilize the Old Austin Rock Road and Aleman Street rights-of-way as deemed necessary by the City and may, but is not obligated to, construct improvements.

The City shall have no obligation to construct or maintain Carlin Cove or any access from the Property to Carlin Cove, nor shall the City have any obligation or responsibility to construct an access to any portion of the Property.

Article III
Alternative Sidewalk Construction Standards

Construction of sidewalks along lots abutting Old Austin Rock Road shall be required along each lot prior to or as a condition to the issuance of any new building permit on said lot.

Article IV
Alternative Building Permit Standards

Other than a demolition or repair permit, no building permit shall be issued for any of the Property after the effective date of this Agreement until after the Replat is recorded in the Plat Records of Williamson County, Texas.

Article V
Alternative Water System Standards

An existing City water main along the southwest side of Old Austin Rock Road ("Water Main 1") currently terminates approximately 100 feet northwest of the southwest corner of the Property as shown on Exhibit B. Two water wells currently exist on the Property as approximately shown on the Exhibit B. A double water service from an existing City water main along Carlin Cove ("Water Main 2") exists within proposed Lot 4 as approximately shown on Exhibit B. A single water service exists along the southwest boundary of the Property in the vicinity of proposed Lot 5 as approximately shown on Exhibit B and the house that currently exists within the boundaries of proposed Lot 5 is the only area of the Property that currently obtains water service from the City.

Extension or upsizing of Water Mains 1 and 2 for the entire lengths of Old Austin Rock Road, Aleman Street and Carlin Cove that abut the Property as provided under Section 36-153 (a) of the Code will not be required with the Replat except as follows and provided the following conditions are met:

- (1) Water Main 1 along Old Austin Rock Road shall be extended approximately 150 feet northwest along Old Austin Rock Road at the Owners' expense as a condition for approval of the Replat. A fire hydrant shall be installed by the Owners near the end of this main extension, and two double water services from this main extension shall be provided by the Owners across Old Austin Rock Road to near the northwest corner of proposed Lot 4. The foregoing construction shall be permitted and inspected by the City and shall be in accordance with the DACS.
- (2) Separate 4" PVC underground sleeves for proposed Lots 1 and 2 shall be constructed at the Owners' expense with the Replat from the southeast boundaries of said Lots to the northwest boundary of proposed Lot 4 to allow for future water connections from Lots 1 and 2 to one of the double services near the northwest corner of Lot 4 as provided in (1) above. The plans for the construction in (1) above shall include the sleeves installation. Easements approved by the City shall be dedicated on the Replat as necessary to allow the owner(s) of proposed Lots 1, 2 and 3 access for construction, reconstruction or maintenance of individual private water services up to the point of connection with the City water system.
- (3) Proposed Lots 2, 4, and 6 may continue to obtain water service from the existing well on Lot 4 until the well becomes unserviceable. Notwithstanding the foregoing, any application for a building permit for proposed Lots 2, 4 or 6 shall include work to disconnect the respective lot from the well on Lot 4 and to provide a connection to the City's water system in accordance with 4 below. For the purposes of this Agreement, unserviceable shall mean that the well is incapable of serving the users, becomes unsuitable for potable usage, or otherwise requires re-drilling or re-casing, but does not mean replacing or repairing the well pump or the distribution lines to the Lots. If the well becomes unserviceable, the well shall be disconnected from the potable water systems serving the Lots and all of the Lots shall obtain potable water through connections to the City system in

accordance with this section. Upon connection by any Lot in the Replat to the City system, potable water service for said Lot shall thereafter be obtained from the City system.

- (4) Connection to City water service by proposed Lots 2, 4, or 6 shall not occur until the connection for the respective Lot is permitted through the City. The permit applicant shall be responsible for all costs associated with the connection, including but not limited to: permit fees; impact fees; meter fees; and construction costs necessary to complete the connection to the point of service from the City. Upon connection to the City water system by Lots 2, 4, or 6, permanent termination of the well system serving the potable system at the respective lot shall occur and no interconnection between the system carrying City water and the system carrying well water shall exist.
- (5) Proposed Lots 1, 3 and 5 shall not obtain potable water service from a well, but from connection to the City system. Connection to City water service by Lots 1 or 3 shall not occur until the connection for the respective lot is and inspected by the City. The permit applicant shall be responsible for all costs associated with the connection, including but not limited to: permit fees; impact fees; meter fees; and construction costs necessary to complete the connection to the point of service from the City.
- (6) To allow for future water connection from proposed Lot 6 to the aforementioned existing double water service within proposed Lot 4, a 4" PVC underground sleeve from the southwest boundary of Lot 6 to near the double water service as approved by the City shall be constructed at the Owners' expense with the Replat. The plans for the construction in (1) above shall include the sleeve installation. An easement approved by the City shall be dedicated on the Replat as necessary to allow the owner of Lot 6 access for construction, reconstruction or maintenance of its water service up to the point of connection with the City water system.
- (7) The Owners are responsible for determining and securing any private easements necessary for the owners of proposed Lots 2, 4, and 6 to construct, reconstruct or maintain lines carrying well water across the various lots, or access for maintenance purposes to the well discussed in Section (3) above. By signing this Agreement, the Owners commit to each other and their assigns to execute reciprocal easements for water lines across any of the Property.

Notwithstanding the foregoing, the City makes no representation that any well at the Property is sufficient to serve any or all of the aforementioned proposed Lots for any purpose, or that a well is suitable for potable purposes. The well shown on Exhibit B within proposed Lot 5 shall not be used for potable purposes. The wells may be used for irrigation purposes. If use of any well is abandoned, the owner of the property containing the well shall properly abandon the well in accordance with City and state regulations and shall bear all costs necessary for the abandonment.

The City shall not be obligated to install a water service connection to any Lot shown in the Replat.

The improvements in 1, 2, and 6 above shall be considered Public Improvements required to be constructed with the Replat under Chapter 36 of the Code. However, for the purposes of Section 36-207 (b) (1) of the Code, only the improvements described in (1) above shall be accepted by the City, but only upon the City's recognition of completion of the improvements under (2) and (6) above either through separate letter or in conjunction with the Letter of Acceptance issued by the DSO Engineer as provided for in Section 36-207 (b) (2) of the Code.

Article VI

Alternative Wastewater System Standards

Proposed Lots 3, 4, 5, and 6 shown on Exhibit B currently have or have access to wastewater service via the City system. Proposed Lot 2 has an existing septic system. Installation of additional wastewater mains, lines, or services with the Replat as stipulated under Section 36-154 of the Code will not be required except as follows and provided the following conditions are met:

- (1) Easements approved by the City shall be dedicated on the Replat as necessary to allow the owner(s) of proposed Lots 4 and 6 access to wastewater services and for maintenance, construction or reconstruction up to the point of connection to the City system.
- (2) Proposed Lot 2 shall be allowed to utilize the existing septic system until the septic system becomes unserviceable or any building permit is issued by the City for the lot. Any application for a building permit for proposed Lot 2 shall include work to discontinue use of the septic system and to provide a connection to the City's wastewater system in accordance with this section. For the purpose of this Agreement, unserviceable shall mean that the septic system fails to treat wastewater as required under City, county, or state regulations, or otherwise requires reconstruction, expansion, or the acquisition of a permit from the City and/or county, but does not include routine maintenance not requiring a permit. If the septic system serving Lot 2 becomes unserviceable, or a building permit is issued by the City for the lot, the owner of Lot 2 shall be obligated to terminate use of the septic system, properly abandon the septic system in accordance with City, county, and state regulations, and to provide a connection to the City's wastewater system as approved by the City prior to final inspection and issuance of a Certificate of Occupancy. The owner of Lot 2 shall be responsible for all costs associated with the abandonment of the septic system and connection to the City's wastewater system, including but not limited to: all permit and impact fees; and all construction costs. Upon connection by Lot 2 to the City system, wastewater service for Lot 2 shall thereafter be through connection to the City system.
- (3) Easements approved by the City shall be dedicated with the Replat that allows the owner of Lot 2 to construct, reconstruct or maintain a wastewater service to the

point of connection with the City's system that currently exists along Old Austin Rock Road approximately 20 feet southeast of the northwest corner of Lot 3.

- (4) At the time of development of a structure on proposed Lot 1 that will contain toilet facilities, a tap and connection to the City's wastewater system in either Old Austin Rock Road or Aleman Street shall be provided to the lot by the owner at a location approved by the City and in accordance with the DACS. The owner shall bear all costs associated with the tap and connection, including but not limited to: all permit fees; impact fees; tapping costs; construction costs; street repair; and all other costs necessary to provide a connection to the City's system for Lot 1.
- (5) At the time of development of a structure on proposed Lot 3 that will contain toilet facilities, connection to the City's wastewater system along Old Austin Rock Road at the location discussed in (3) above shall be provided by the owner as approved by the City. The owner shall bear all costs associated with the connection, including but not limited to: all permit fees; impact fees; construction costs; and all other costs necessary to connect to the City's system.

The City shall not be obligated to install a wastewater service connection to any Lot shown in the Replat.

Article VII Alternative Street Lighting Standards

Street lighting requirements under Section 36-115 of the Code shall not be applicable with the Replat. Notwithstanding the foregoing, the City may, but is not obligated to, install street lights within rights-of-way or easements as determined by the City in its sole discretion.

Article VIII Other Easement Requirements

- (1) A 15-foot wide drainage easement as described herein shall be dedicated on Lot 6 with the Replat. The drainage easement shall be contiguous with the drainage easement as described in Vol. 871, Page 390 of the Williamson County Deed Records along the northeast boundary of the Property and shall extend 100 feet to the southeast along the northeast boundary of the Property and shall parallel and abut the southwest line of Block B of Round Rock West Section Four, a subdivision as recorded in Cabinet C, Slide 57 of the plat records Williamson County, Texas. The limits of the drainage easement shall be subject to the approval of the City with the Replat.
- (2) A 15-foot wide public utility and sidewalk easement approved by the City shall be dedicated on the Replat abutting, parallel to, and along the entire length of, the northwest and southwest boundaries of the Property (abutting Aleman Street and Old Austin Rock Road).

- (3) A 15-foot wide public utility easement approved by the City shall be dedicated on the Replat abutting, parallel to, and along the entire length of, the southeast boundary of the Property (abutting the area of Carlin Cove).
- (4) The easements in (2) and (3) above shall be free of any private easements except where approved by the City.

Article IX

Future Density Increase or Re-platting Standards

After recordation of the Replat in the plat records of Williamson County, Texas, no subsequent rezoning or re-platting of the Property which increases the density beyond six (6) single family residences/lots or significantly alters the lot configuration shown in the Replat shall be approved by the City unless this Agreement is amended or terminated as approved by the City. If this Agreement is terminated, the entire Property shall be brought into compliance with the Code prior to or in conjunction with approval by the City of any said rezoning or re-platting. Without invalidating this Agreement and notwithstanding the foregoing, after recordation of the Replat in the plat records of Williamson County, the City may, but is not obligated to, approve re-platting that, in the City's sole judgment, does not significantly alter the lot configuration shown on Exhibit B and consists of only minor property line adjustments.

Article X

Demolition Requirements

In order to eliminate more than one (1) single-family structure within the boundaries of a single lot, within sixty (60) days from the execution of this Agreement by the City, the eastern-most house currently existing within the boundaries of proposed Lot 4 shall be demolished in accordance with the Code. A permit for the demolition shall be obtained from the City prior to the demolition and the owner of the house shall be responsible for permit fees and all other costs associated with the demolition. The City shall not be responsible for any costs associated with the demolition.

Article XI

Termination

- (1) The City may terminate this Agreement at any time by resolution of the City Council.
- (2) If the Replat is not approved by the City and recorded in the plat records of Williamson County, Texas within twelve months from the date of this Agreement, this Agreement shall terminate and become null and void.
- (3) Notwithstanding the foregoing, this Agreement shall terminate and become null and void sixty (60) days from the date of this agreement if the Demolition Requirements of Article X herein have not been fulfilled.

- (4) Upon termination of this Agreement, any plat of a portion or all of the Property approved by the City but not recorded in the plat records of Williamson County, Texas prior to the termination of this Agreement shall automatically become disapproved by the City.

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CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

OWNERS

Estate of David G. Carlin

By: David L. Carlin
David L. Carlin, Executor

**Carlin United Holdings,
A Texas General Partnership**

By: David L. Carlin
David L. Carlin, Managing Partner

By: Anna L. Pavlik
Anna L. Pavlik, Managing Partner

By: Ruben Carlin
Ruben Carlin, Managing Partner

Estate of Melecio Gonzales Carlin

By: Victoria Carlin
Victoria Carlin, Executor

Estate of Carmen Carlin

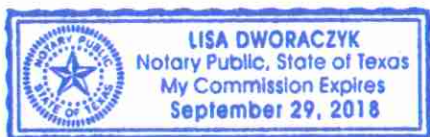
By: Theresa G. Carlin
Theresa G. Carlin,
Dependent Administrator

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the 13th day of June, 2016, by David L. Carlin, Executor of the Estate of David G. Carlin.

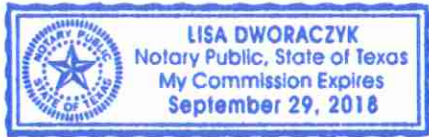
Lisa Dworczyk
Notary Public, State of Texas



ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13th day of June, 2016, by David L. Carlin, Managing Partner of Carlin United Holdings, a Texas general partnership, on behalf of said corporation.



[Signature]

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13th day of June, 2016, by Anna L. Pavlik, Managing Partner of Carlin United Holdings, a Texas general partnership, on behalf of said corporation.



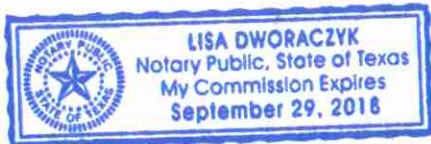
[Signature]

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 19th day of June, 2016, by Ruben Carlin, Managing Partner of Carlin United Holdings, a Texas general partnership, on behalf of said corporation.



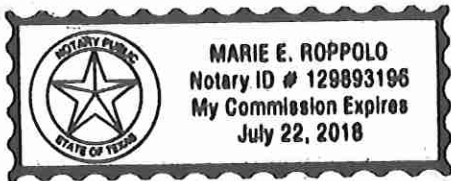
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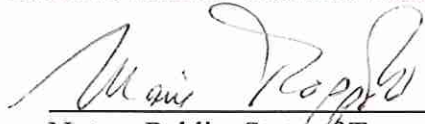
Notary Public, State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the 28 day of MAY, 2016, by Victoria Carlin, Executor of the Estate of Melecio Gonzales Carlin.



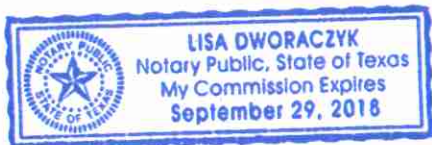


Notary Public, State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the 13th day of June, 2016, by Theresa G. Carlin, Dependent Administrator of the Estate of Carmen Carlin.





Notary Public, State of Texas

ACKNOWLEDGMENT

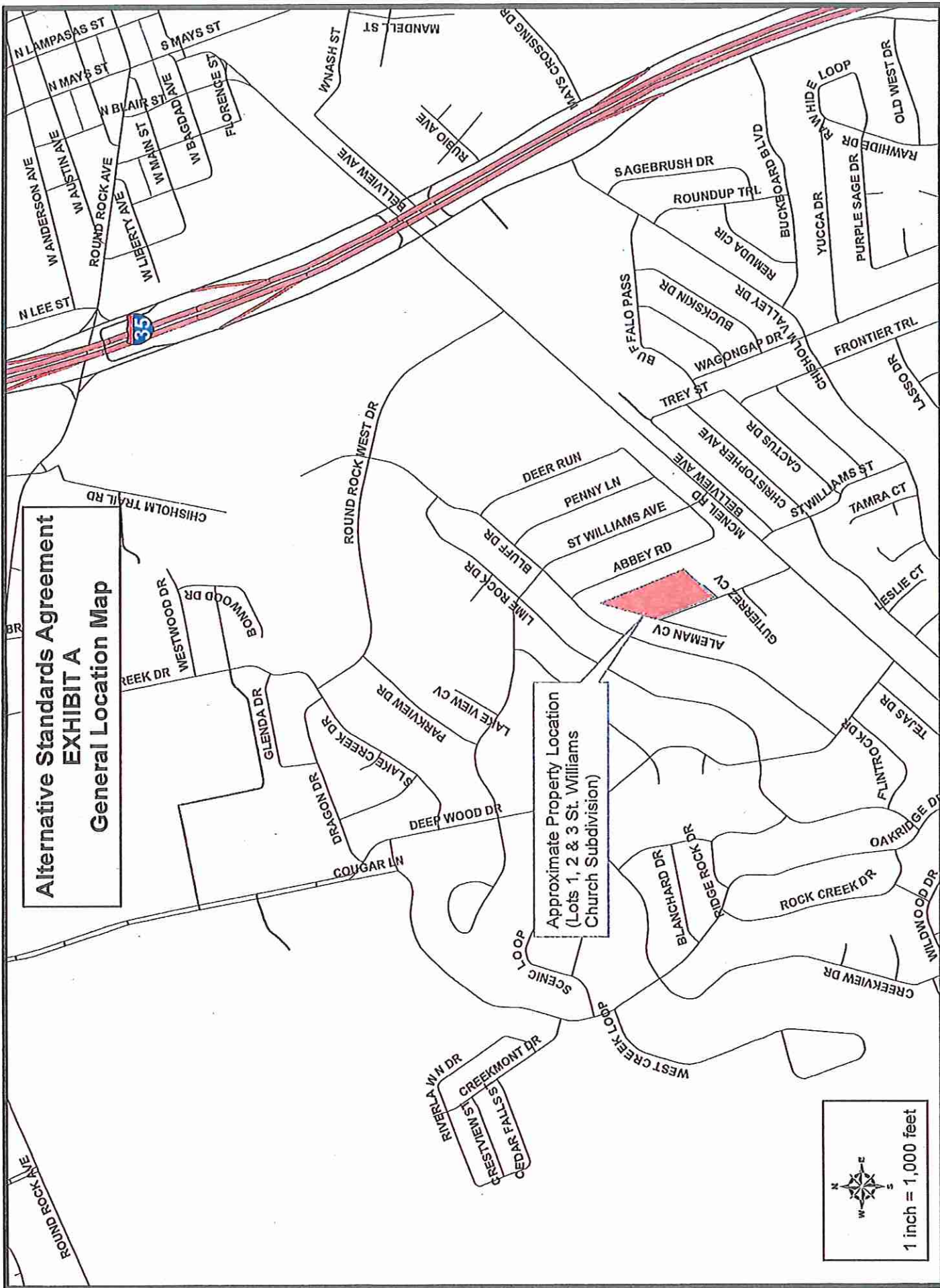
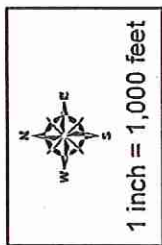
STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the _____ day of _____,
2016, by Alan McGraw, Mayor of the City of Round Rock, Texas.

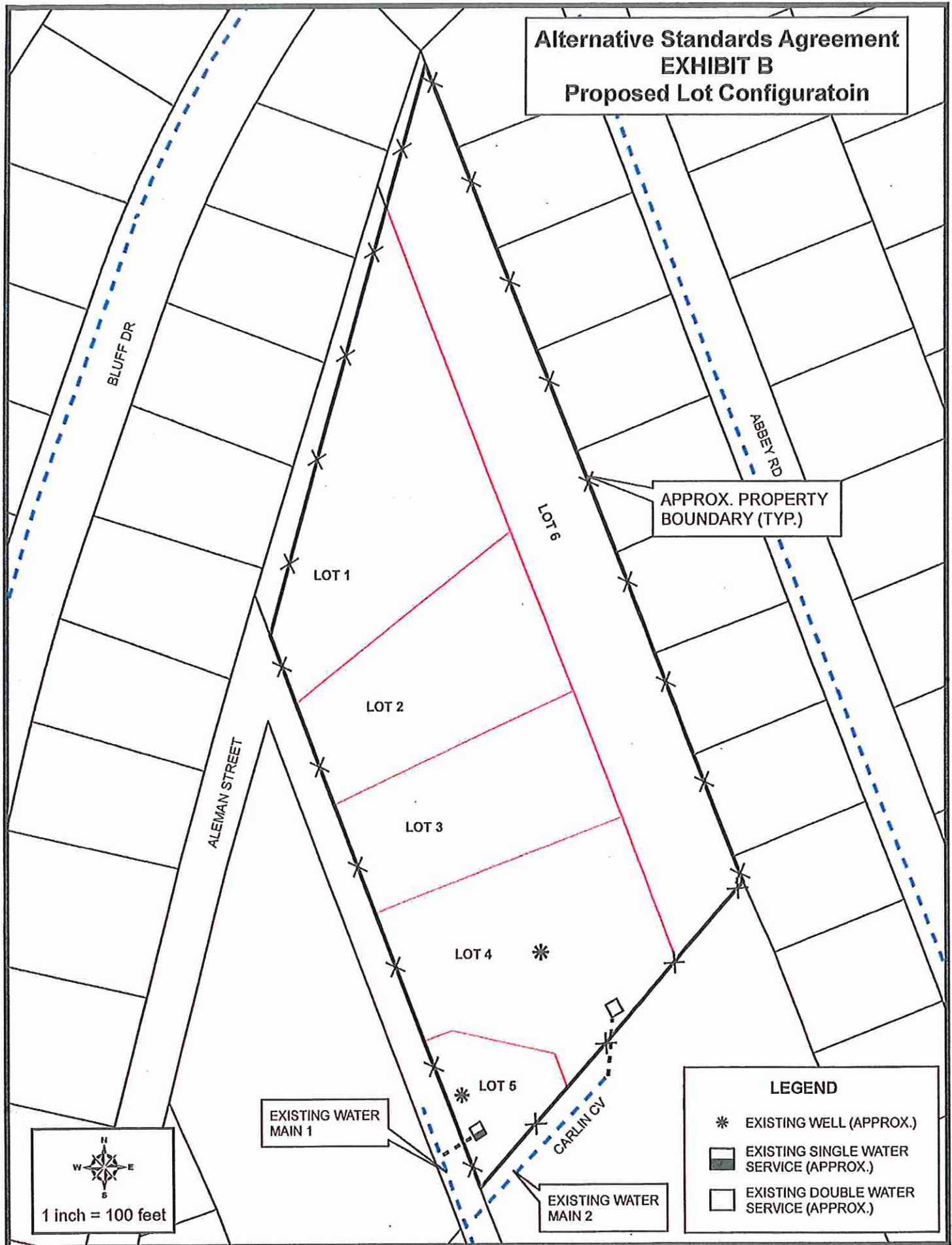
Notary Public, State of Texas

Alternative Standards Agreement
EXHIBIT A
General Location Map

Approximate Property Location
(Lots 1, 2 & 3 St. Williams
Church Subdivision)



Alternative Standards Agreement
EXHIBIT B
Proposed Lot Configuratoon





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

ACCESS EASEMENT

Date: September 26, 2006

Grantor: THE MOST REVEREND GREGORY M. AYMOND, BISHOP OF THE DIOCESE OF AUSTIN AND HIS SUCCESSORS IN OFFICE

Grantor's Mailing Address: P. O. Box 13327, Austin, Travis County, Texas 78711

Grantee: MELECIO CARLIN, VICTORIA CARLIN, HERMINIA CARLIN, THERESA CARLIN, AMADA CARLIN, MARGARET GREEN, JANIE CASTILLO, DAVID L. CARLIN, ROBERT CARLIN, CARLOS CARLIN, ERMALINDA CARLIN, RUBEN CARLIN, MARY DELAROSA, ANA LUCIA PAVLIK, RUDOLF CARLIN, AMALIA CARLIN, TERESA GONZALEZ, JAMES CARLIN, and CARLIN UNITED HOLDINGS, a Texas general partnership

Grantee's Mailing Address: 258 Cortney Way, Georgetown, Williamson County, Texas 78626

Dominant Estate Property: LOT 3 OF ST. WILLIAMS CHURCH SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET A, SLIDE 154, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, and portions thereof.

Easement Property: BEING 7166 SQUARE FEET OF LAND, SITUATED IN THE CHURCH LOT OF ST. WILLIAMS CHURCH SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET A, SLIDE 154, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

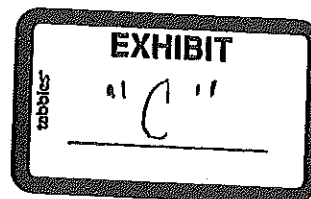
Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from Old Austin Rock Road.

Consideration: 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 Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: Any and all conditions, instruments of record and restrictions, if any, relating to the Easement Property to the extent, and only to the extent

ACCESS EASEMENT - PAGE 1



that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance, Exceptions to Warranty, and Terms and Conditions, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The Easement granted by this instrument is subject to the following terms and conditions:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Holder. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove a road with all culverts, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Holder and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work.

5. *Indemnity by Grantee.* Holder shall indemnify and hold Grantor harmless from and against any losses, liabilities, damages, costs, and expenses which shall be caused Holder's exercise of any of the rights conferred to Holder by this instrument.

5. *Legal Construction.* Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa.

G. Aymond

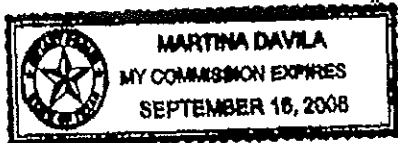
THE MOST REVEREND GREGORY M.
AYMOND, BISHOP OF THE DIOCESE OF
AUSTIN AND HIS SUCCESSORS IN OFFICE

(Acknowledgment)

STATE OF TEXAS

COUNTY OF *Travis*

This instrument was acknowledged before me on *September 26*, 2006, by THE MOST REVEREND GREGORY M. AYMOND, BISHOP OF THE DIOCESE OF AUSTIN AND HIS SUCCESSORS IN OFFICE.



Martina Davila
Notary Public - State of Texas

EXHIBIT "A"
(Page 1 of 2 Pages)

LEGAL DESCRIPTION FOR AN ACCESS EASEMENT

BEING 7166 Square Feet of land, situated in the Church Lot of St. Williams Church Subdivision, a subdivision of record Cabinet A, Slide 154 of the Plat Records of Williamson County, Texas. Surveyed on the ground in the month of October, 2004, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a quag nail set in a punch hole in concrete found on the east line of Old Austin Rock Road, marking the Northwest corner of the above-referenced Church Lot, being the Southwest corner of that certain tract of land as conveyed to Carlin United Holdings, a Texas General Partnership, by deed recorded as Document No. 2004069203 of the Official Public Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the north line of the said Church Lot, N 41° 22' 30" E, 112.67 feet to an iron pin found marking the Southeast corner of the said Carlin United Holdings tract, being the Southwest corner of that certain tract of land as conveyed to David Carlin by deed as recorded in Volume 427, Page 331, of the Deed Records of Williamson County, Texas, N 41° 16' 30" E, at 55.10 feet pass a concrete monument set for the Southeast corner of the said David Carlin tract, being the Southwest corner of the remainder of that certain tract of land as conveyed to Carmen Carlin by deed as recorded in Volume 311, Page 335, of the Deed Records of Williamson County, Texas, for a total distance of 137.92 feet, in all, to an iron pin found marking the Southeast corner of the said remainder of the Carmen Carlin tract, being the Southwest corner of that certain tract of land as conveyed to Melecio Carlin by deed as recorded in Volume 427, Page 321, of the Deed Records of Williamson County, and continuing along the south line of the said Melecio Carlin tract, N 41° 21' 15" E, 30.00 feet to a point, for the Northeast corner hereof;

THENCE, S 48° 28' 30" E, 25.00 feet to a point for the Southeast corner hereof;

THENCE, S 41° 19' 30" W, 293.63 feet to a point on the said east line of Old Austin Rock Road, being the west line of the said Church Lot, for the Southwest corner hereof;

THENCE, along the said east line of Old Austin Rock Road, N 20° 58' W, 28.24 feet to the Place of BEGINNING and containing 7166 Square Feet of land.


STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON }

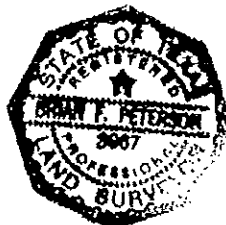
I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 21st day of August, 2006, A.D.


Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas

REVISED: August 21, 2006

01670-ld-access easement



STEGE BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626
(512) 930-9412

[illegible]

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2006086762

Nancy E. Rister

10/04/2006 11:59 AM

PHERBRICH \$32.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Unofficial Document