

**NON-STANDARD WATER SERVICE CONTRACT
(Weatherford College – Wise County Campus)**

THE STATE OF TEXAS

COUNTY OF WISE

THIS CONTRACT is made and entered into by and between Wise County, Texas, a governmental entity, hereinafter referred to as “Developer”, and West Wise Special Utility District, hereinafter referred to as “WWSUD”.

WHEREAS, Developer is engaged in developing that certain 30 Acres, more or less acres of land ¹³⁰⁰ in Wise County, Texas, more particularly known as the Weatherford College – Wise County Campus, as more particularly shown on Exhibit “A” attached hereto, said land being hereinafter referred to as “the Property”, and,

WHEREAS, the WWSUD owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Developer has requested the WWSUD to provide such water service to the Property through an extension of the WWSUD water system, such extension being hereinafter referred to as “the Water System Extension”, NOW THEREFORE:

KNOWN ALL MEN BY THESE PRESENTS:

That for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Developer and the WWSUD agree and contract as follows:

1. Engineering and Design of the Water System Extension.

- a. The Water System Extension is comprised of two phases: (1) the on-site water supply lines, valves, fire hydrants, and associated appurtenances to provide water service to the Property, as more particularly shown on Exhibit “B” attached hereto (the “Internal Facilities”); and (2) an off-site water transmission line to be constructed along U.S. Highway 380 to extend WWSUD’s existing 12” water transmission line to the boundary of the Property where it will connect to the Internal Facilities, as more particularly shown on Exhibit “C” attached hereto (the “Off-Site Transmission Line”).
- b. As specified by WWSUD, the Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the WWSUD and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by the WWSUD’s consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. Notwithstanding the foregoing, the parties acknowledge that bids for the Internal Facilities have already been advertised and the contractor has been selected by Developer, and WWSUD agrees that it has no objections to the contractor selected. After such approval of the plans and specifications by the WWSUD’s consulting engineer, the plans and specifications shall become part of this Contract by reference and shall more particularly define “the Water System Extension”.

- c. The Water System Extension shall be tapped with the entire service connection necessary to install all meters for the Property (consistent with WWSUD's specifications), including all valves, fittings, meter taps, meter boxes, meter vaults, and related appurtenances. The Developer shall also be responsible for paying for and installing the necessary meters and backflow prevention devices for the Property, as specified by WWSUD. Developer shall be responsible for maintaining and performing an annual inspection and test of the backflow prevention devices at Developer's sole cost. Copies of all maintenance, inspection and testing records shall be provided to WWSUD.
- d. The Water System Extension must be sized to provide continuous and adequate water service to the Property based on the plans as of the Effective Date for the development of the Property submitted to the WWSUD by the Developer. The WWSUD may require the Water System Extension to be oversized in reasonable anticipation of the needs of other customers of the WWSUD, subject to the obligation to reimburse the Developer for any such over sizing as provided below.
- e. Notwithstanding anything in the WWSUD Service Policy to the contrary, the Water System Extension will be designed by, and cost estimates for the project will be prepared by, the Developer's engineer, and such design shall be subject to the review and approval by the WWSUD Consulting Engineer. The reasonable and actual fees of WWSUD's consulting engineer shall be paid by the Developer pursuant to Section 5 below.

2. Required Easements or Right-of-Way.

- a. Developer shall be responsible for dedicating any easements across Developer's land or sites which are necessary for the construction or operation of the Water System Extension and obtaining any governmental approvals and/or permits necessary to construct the Water System Extension in public right-of-way. Developer shall attempt in good faith to acquire any easements across privately owned off-site land which are necessary for the construction or operation of the Water System Extension. If Developer is unable to acquire such off-site easements, the WWSUD shall provide assistance as reasonably necessary to obtain such easements including, without limitation, exercising its power of eminent domain, if authorized by law; provided, however, that in such event, Developer shall reimburse the WWSUD for all reasonable costs and expenses incurred by the WWSUD in acquiring such off-site easements.
- b. The validity of the legal instruments by which the Developer acquires any such easement and by which Developer assigns such easements to the WWSUD must be approved by the WWSUD attorney, and shall be in the form substantially similar to the form of easement included in the WWSUD Non-Standard Service Packet; provided, however, that any easements granted by Developer with respect to the portion of the Water System Extension located on the Developer's property may be dedicated to the WWSUD pursuant to the plat of the Property.

3. Construction of the Water System Extension.

- a. Notwithstanding anything stated in the WWSUD Service Policy to the contrary, the Developer shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall notify WWSUD of the bid selected by Developer. WWSUD may object to any bid based on reasonable objections to the qualifications of the contractor submitting the bid by notifying the Developer in writing within seven (7) business days of WWSUD's objection and the basis of the objection. If WWSUD fails to object in writing within such seven (7) business day period, Developer may award the contract for the construction of the Water System Extension. Notwithstanding the foregoing, the parties acknowledge that bids for the Internal Facilities have already been advertised and the contractor has been selected by Developer, and WWSUD agrees that it has no objections to the contractor selected.
- b. The Water System Extension shall be constructed in accordance with the approved plans and specifications. The WWSUD shall have the right to inspect all phases of the construction of the Water System Extension. Developer must give written notice to the WWSUD of the date on which construction is scheduled to begin so that the WWSUD may assign an inspector. The parties acknowledge that because a substantial portion of the Internal Facilities will be constructed and installed beneath concrete, WWSUD may, at its discretion, assign an on-site inspector to be present for the entire period of construction, installation and testing of the Internal Facilities. The WWSUD may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. Dedication of Water System Extension to WWSUD.

- a. Upon proper completion of construction of the Water System Extension and final inspection and acceptance thereof by the WWSUD, the Water System Extension shall be dedicated to the WWSUD and accepted by WWSUD by an appropriate legal instrument mutually agreed upon by the parties. Such legal instrument shall grant title to the WWSUD free and clear of any and all construction liens or other liens related thereto and shall include a representation by Developer that the Water System Extension has been constructed within legal easements, and Developer shall bind itself and its successors and assigns to warrant and defend title to the Water System Extension. The Water System Extension shall thereafter be owned and maintained by the WWSUD subject to warranties required under Subsection (b).
- b. Upon dedication of the Water System Extension, Developer shall cause its contractor to warrant materials and performance of the Water System Extension for twelve (12) months following the date of dedication.

5. Cost of the Water System Extension.

- a. Developer shall pay all costs associated with the Water System Extension, including without limitation to the cost of the following:
 - 1) Developer's engineering and design.
 - 2) WWSUD's reasonable and actual engineering review and approval fees.
 - 3) Easement or right-of-way acquisition.

- 4) Construction;
 - 5) Inspection fees, as limited by Section 3(b);
 - 6) Developer's attorney's fees
 - 7) WWSUD's reasonable and actual attorney's fees; and
 - 8) Governmental or regulatory approvals required to lawfully provide service.
- b. Provided, however, except for the Developer's Services described in Section 8, nothing herein shall be construed as obligating the Developer to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by the WWSUD.
- c. If the WWSUD has required the Water System Extension to be oversized in anticipation of the needs of the other customers of the WWSUD, the WWSUD shall reimburse Developer for the additional cost of construction attributable to the over sizing, as reasonably determined by the WWSUD's consulting engineer based upon the bid amount, in three annual installments without interest beginning one year after dedication of the Water System Extension to the WWSUD.

6. **Service From the Water System Extension.**

- a. After proper completion and dedication of the Water System Extension to the WWSUD, the WWSUD shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of the WWSUD and the payment of all standard rates, fees and charges as reflected in the WWSUD's approved service policy, including, but not limited to, impact fees and deposits.
- b. It is understood and agreed by the parties that the obligation of the WWSUD to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- c. Unless the prior approval of the WWSUD is obtained, the Developer shall not
 - 1) Construct or install additional water lines or facilities to service areas outside the Property;
 - 2) Add any additional lands to the Property for which water service is to be provided pursuant to this Contract; or
 - 3) Connect or provide water service to any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. **Service Commitment.**

- a. It is hereby expressly agreed between WWSUD and the Developer that the total retail water service to the Property which is provided under this Agreement shall be provided by a three-inch (3") compound meter and a two-inch (2") service meter. Should the Developer, or a subsequent owner, take actions that result in an increase in the water use of the Property beyond that of the meter sizes specified above, WWSUD reserves the right to require the Developer to install a larger water meter and pay all the costs.

including impact fees, deposits and monthly charges set forth in WWSUD's service policy, associated with any such larger water meter.

- b. Notwithstanding the foregoing, upon completion and dedication of the Water System Extension to WWSUD, the Developer shall also have the right to two (2) living unit equivalents (LUEs) of water service to be made available along that portion of the Internal Facilities between U.S. Highway 380 and the southwest corner of the Weatherford College – Wise County Campus. WWSUD agrees to cooperate with the Developer in selecting the location for such LUEs. The Developer acknowledges that for any LUEs not set directly adjacent to the Internal Facilities, the Developer shall be responsible for all costs of extending service to the desired location, including the cost of constructing any waterlines and associated appurtenances and acquiring any easements for such facilities. Developer shall have the right to assign the LUEs reserved by this Section 7.b. to the owner(s) of land adjacent to the Property for use on the adjacent land, and WWSUD hereby consents to such assignment.

8. Access to Internal Facilities.

- a. The Developer agrees that in the event WWSUD determines in WWSUD's reasonable discretion that the use, operation, maintenance or repair of the Internal Facilities requires access by cutting into and removing the concrete overlying the Internal Facilities, then WWSUD will contact the Developer's Designated Representative (defined below) and arrange for the Developer to use the Developer's equipment and personnel to perform such concrete cutting and removal at no cost to WWSUD ("Developer's Services").
- b. The Developer shall designate and provide notice to WWSUD of the names and contact information of a representative (the "Designated Representative") to be available 24 hours per day to respond to WWSUD's request for the Developer's Services. The Developer may change the Designated Representative or their contact information at any time by providing prior notice to WWSUD in accordance with Section 10 below. The initial Designated Representative shall be as follows:

Chad Davis
Wise County Engineer
1415 S. FM 51
Decatur, Texas 76234
Office Phone: 940-627-9332
Cell Phone: 940-389-7270

- c. In the event of an emergency that requires cutting into and removing the concrete overlying the Internal Facilities, WWSUD may proceed without using the Developer's Services if the Developer's Designated Representative is not available, if the Developer's Services cannot be provided in a timely manner, or if the Developer's Services are not otherwise available. The Developer shall reimburse WWSUD for the cost of using other equipment and personnel, including, but not limited to, any costs incurred in hiring a contractor to complete the work or for renting the necessary equipment. The Developer agrees to pay such costs within 30 days after receiving an invoice from WWSUD.

- d. WWSUD shall notify the Developer promptly after completion of the work on the Internal Facilities. The Developer agrees that it will be responsible for performing and paying for all costs associated with repairing the concrete.

9. **Effect of Force Majeure.**

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercises of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if settlement is unfavorable in the judgment of the party having difficulty.

10. **Notices.**

Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the WWSUD shall be addressed:

WEST WISE SPECIAL UTILITY DISTRICT
P.O. BOX 566
BRIDGEPORT, TEXAS 76426

Any notice mailed to Developer shall be addressed:

Chad Davis
Wise County Engineer
1415 S. FM 51
Decatur, Texas 76234

with a copy to:
Wise County Judge
P.O. Box 393
Decatur, Texas 76234

Either party may change the address for notice by giving written notice of such change in accordance with the provisions of this paragraph.

11. **Breach of Contract and Remedies.**

- (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not clear the breach within sixty (60) days, the non-breaching party, below shall have all rights in law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in the connection therewith.
- (b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.
- (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law under this Contract.

12. **Third Parties.**

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

13. **Captions.**

Captions are included solely for convenience and reference and if there is any conflict between captions and the text of the Contract, the text shall control.

14. **Context.**

Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

15. **Mediation.**

Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.

16. **Intent.**

The parties hereto covenant and agree that they will execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.

17. **Multiple Originals.**

This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.

18. **Authority.**
The signatories hereto represent and affirm that they are authorized to execute this contract on behalf of the respective parties hereto.
19. **Severability.**
The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and application of such word, phrase, clause, sentence, paragraph, section, or other part of this Contract to other persons or circumstances shall not be affected thereby and this Contract shall be construed as if such invalid or unconstitutional portion had never been contained therein.
20. **Entire Agreement.**
This Contract, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Contract. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.
21. **Amendment.**
No amendment of this Contract shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the WWSUD and the Developer, respectively, which amendment shall incorporate this Contract in every particular not otherwise changed by the amendment.
22. **Governing Law.**
This Contract shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Wise County, Texas.
23. **Venue.**
Any action at law or in equity brought to enforce or interpret any provisions of this Contract shall be brought in a state court of competent jurisdiction with venue in Wise County, Texas.
24. **Successors and Assigns.**
This Contract shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.
25. **Assignability.**
The rights and obligations of the Developer hereunder may not be assigned without the prior written consent of the WWSUD, which shall not be unreasonably withheld.
26. **Effective Date.**
This Contract shall be effective from and after the date of due execution by all parties.

IN WITNESS WHEREOF each of the parties has caused this Contract to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

West Wise Special Utility District

Developer WISO COUNTY, TEXAS

Betty J. Graves
Name: (Signature)

By: Bill McElhaney
Name: (Signature)

BETTY J. GRAVES
Name: (Print)

Bill McElhaney
Name: (Print)

Title: PRESIDENT

Title: COUNTY JUDGE

Date: JULY 30, 2011

Date: 07/30/2011 PM

08/02/2011

ACKNOWLEDGMENT
West Wise Special Utility District

WITNESS UNDER MY HAND THIS 20 DAY OF June, 2011.

STATE OF TEXAS
COUNTY OF Wise

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Betty Graves KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO FOREGOING INSTRUMENT, AND PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF June, 2011.



Betty Weatherly

NOTARY PUBLIC IN AND FOR Wise COUNTY, TEXAS

ACKNOWLEDGMENT
Wise County, Texas

WITNESS UNDER MY HAND THIS 2nd DAY OF August, 2011.

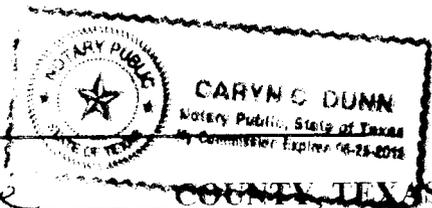
STATE OF TEXAS
COUNTY OF Wise

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Bill McElhenny KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO FOREGOING INSTRUMENT, AND PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF August, 2011.

SEAL

[Signature]



NOTARY PUBLIC IN AND FOR Wise COUNTY, TEXAS

WCTC
BJ# 09.33303 AET

Instrument Number 2009-47896

Recorded October 08, 2009

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF WISE

§

THAT THE UNDERSIGNED, ROBERT W. BEAMAN and wife, MARTHA BEAMAN, hereinafter called "Grantor," for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash, and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty hereinafter stated, have GRANTED, SOLD AND CONVEYED, and by these presents do hereby GRANT, SELL AND CONVEY unto WISE COUNTY, TEXAS, a governmental entity ("Grantee"), the following-described real property located in Wise County, Texas, TO-WIT:

Being 48.895 acres, more or less, consisting of five tracts out of the John L. Dillingham Survey, Abstract No. 241, Wise County, Texas, being part of a called 125 acre tract as deeded to Robert W. Beaman and wife, Martha Beaman in Volume 314, Page 421, Deed Records, Wise County, Texas, and part of that certain called 92 acre tract as deeded to Robert C. Beaman and Lola Beaman in Volume 183, Page 262, Deed Records, Wise County, Texas, all as more particularly described on Exhibit A attached hereto and incorporated herein by reference.

TOGETHER WITH all other rights, privileges, appurtenances and improvements pertaining thereto, including without limitation, all right, title and interest of Grantor in and to adjacent streets, alleys or rights-of way and in and to strips and gores, if any, between the above described real property and abutting properties, whether owned or claimed by deed, limitations or otherwise and whether they are located inside, outside, or between the boundaries of the above described real property (collectively referred to as the "Property")

THIS CONVEYANCE, HOWEVER, IS MADE AND ACCEPTED SUBJECT TO those title exceptions set forth in Exhibit B attached hereto and incorporated herein by reference, to the extent the same affect the Property (the "Permitted Exceptions"); and the taxes for 2009 which Grantee hereby assumes and agrees to pay and subsequent assessments for 2009 and prior years due to change hereafter in land usage, the payment of which Grantee also hereby assumes and agrees to pay.

NOTWITHSTANDING ANY OTHER PROVISIONS TO THE CONTRARY, Grantor forever and perpetually RESERVES AND EXCEPTS from the Property for Grantor and Grantor's successors and assigns, all of the oil, gas and related hydrocarbons in, under, and that may be produced from the tracts of land described herein and all leases related to same; provided, however, that Grantor waives any surface rights and hereby grants and conveys to Grantee exclusive rights to the use of the surface of the Property, subject, however, to the Permitted Exceptions.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

Further, the Grantor has, contemporaneously with execution of this Special Warranty Deed, executed and delivered Grantee a Surface Waiver affecting the Property and therein more particularly stated.

EXECUTED the date of the acknowledgment below.

GRANTOR:

Robert W Beaman
Robert W. Beaman

Martha Beaman
Martha Beaman

THE STATE OF TEXAS §
 §
COUNTY OF WISE §

The foregoing instrument was acknowledged before me on the 6 day of Oct, 2009, by Robert W. Beaman, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of Oct, 2009

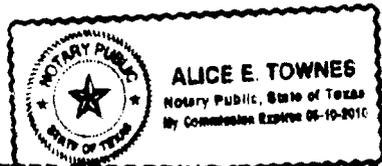


Alice E. Townes
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WISE §

The foregoing instrument was acknowledged before me on the 6 day of Oct, 2009, by Martha Beaman, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of Oct, 2009.



Alice E. Townes
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

McDonald Sanders, P.C.
Mr. Rick G. Sorenson
777 Main Street
Suite 1300
Fort Worth, TX 76102

ADDRESS OF GRANTEE:

P.O. Box 393
Decatur, Texas 76234

FIELD NOTES

Being all those certain tracts or parcels of land out of the JOHN L. DILLINGHAM SURVEY, ABSTRACT No. 241, Wise County, Texas, being part of a called 125 acre tract as deeded to Robert W. Beaman and wife, Martha Beaman in Volume 314, Page 421, Deed Records, Wise County, Texas, and part of that certain called 92 acre tract as deeded to Robert C. Beaman and Lola Beaman in Volume 183, Page 262, Deed Records, Wise County, Texas, described to wit:

TRACT ONE:

Beginning at a capped iron stake set for corner in the south line of that certain called 125 acre tract of land out of the John L. Dillingham Survey, Abstract No. 241, Wise County, Texas, as deeded to Robert W. Beaman and wife, Martha Beaman in Volume 314, Page 421, Deed County, Texas, being located 1582.77 feet North 88°59'19" East from the intersection of the south line of said called 125 acre tract and the east right of way of F. M. Highway No. 1655 as conveyed to the State of Texas in Volume 211, Page 458, Deed Records, Wise County, Texas;

Thence North 00°54'21" West 1164.87 feet to a capped iron stake set for corner;
 Thence North 87°08'27" East 15.55 feet to a capped iron stake set for corner;
 Thence South 79°59'03" East 93.59 feet to a capped iron stake set for corner;
 Thence North 74°05'48" East 251.46 feet to a capped iron stake set for corner;
 Thence North 82°45'56" East 79.84 feet to a capped iron stake set for corner;
 Thence North 88°24'47" East 80.26 feet to a capped iron stake set for corner;
 Thence North 79°11'28" East 88.81 feet to a capped iron stake set for corner;
 Thence North 59°47'23" East 71.97 feet to a capped iron stake set for corner;
 Thence North 70°56'01" East 120.34 feet to a capped iron stake set for corner;
 Thence North 88°33'40" East 246.17 feet to a capped iron stake set for corner;
 Thence North 87°57'27" East 155.90 feet to a capped iron stake set for corner;
 Thence South 05°56'47" West 1332.59 feet to a capped iron stake set for corner, in the south line of said called 125 acre tract and being in the north line of that certain 10,000 acre tract as deeded to the Corporation of the Episcopal Diocese of Fort Worth as recorded in Volume 526, Page 372, Real Records, Wise County, Texas;
 Thence along a fence line on the south line of said called 125 acre tract and the north line of the Episcopal Diocese tract, South 88°46'25" West, passing the northwest corner of said Episcopal Diocese tract and the northeast corner of that certain called 4.585 acre tract as deeded to D. K. Properties, Incorporated in Volume 1357, Page 350, Official Records, Wise County, Texas, in all with the north line of said D. K. Properties tract, 678.40 feet to a capped iron stake set for corner at the northwest corner of said D. K. Properties tract;
 Thence along a fence line on the south line of said called 125 acre tract and the north line of that certain called 92 acre tract as deeded to Robert C. Beaman and Lola Beaman in Volume 183, Page 262, Deed Records, Wise County, Texas, South 88°59'19" West 330.28 feet to the Point of Beginning, containing 31,000 acres of land, more or less.

TRACT TWO:

Beginning at a metal post found for corner in the south line of that certain called 125 acre tract of land out of the John L. Dillingham Survey, Abstract No. 241, Wise County, Texas, as deeded to Robert W. Beaman and wife, Martha Beaman in Volume 314, Page 421, Deed County, Texas, at the intersection of the south line of said called 125 acre tract and the east right of way of F. M. Highway No. 1655 as conveyed to the State of Texas in Volume 211, Page 458, Deed Records, Wise County, Texas;

Exhibit "A" - Proposed College Property

Thence with the east right of way of F. M. Highway No. 1655 and along a fence line, North $00^{\circ}34'30''$ East 80.00 feet to a capped iron stake set for corner;
Thence North $88^{\circ}59'19''$ East 1580.70 feet to a capped iron stake set for corner;
Thence South $00^{\circ}54'21''$ East 80.00 feet to a capped iron stake set for corner in the south line of said called 125 acre tract and the north line of that certain called 92 acre tract as deeded to Robert C. Beaman and Lois Beaman in Volume 183, Page 262, Deed Records, Wise County, Texas;
Thence along a fence line on the south line of said called 125 acre tract and the north line of that certain called 92 acre tract, South $88^{\circ}59'19''$ West 1582.77 feet to the Point of Beginning, containing 2.905 acres of land, more or less.

TRACT THREE:

Beginning at a capped iron stake set for corner in the north line of that certain called 92 acre tract of land out of the John L. Dillingham Survey, Abstract No. 241, Wise County, Texas, as deeded to Robert C. Beaman and Lois Beaman in Volume 183 Page 262, Deed County, Texas, being located 1206.82 North $88^{\circ}59'19''$ East from a metal post found at the intersection of the north line of said called 92 acre tract and the east right of way of F. M. Highway No. 1655 as conveyed to the State of Texas in Volume 211, Page 468, Deed Records, Wise County, Texas;
Thence along a fence line on the north line of said called 92 acre tract and the south line of that certain called 125 acre tract as deeded to Robert W. Beaman and wife, Martha Beaman in Volume 314, Page 421, Deed Records, Wise County, Texas, North $88^{\circ}59'19''$ East 80.00 feet to a capped iron stake set for corner;
Thence South $01^{\circ}00'41''$ East 100.00 feet to a capped iron stake set for corner at the beginning of a curve to the Right with a Radius of 621.89 feet;
Thence with the curve to the Right with a Radius of 621.89 feet through a central angle of $28^{\circ}54'36''$ a Length of 313.79 feet to a capped iron stake set for corner at the end of said curve;
Thence South $27^{\circ}53'55''$ West 283.02 feet to a capped iron stake set for corner at the beginning of a curve to the Left with a Radius of 541.89 feet;
Thence with the curve to the Left with a Radius of 541.89 feet through a central angle of $28^{\circ}54'36''$ a Length of 273.42 feet to a capped iron stake set for corner at the end of said curve;
Thence South $01^{\circ}00'41''$ East 93.39 feet to a capped iron stake set for corner in the north right of way of U. S. Highway No. 380 (Highway 24) as conveyed to the State of Texas in Volume 240, Page 313, Deed Records, Wise County, Texas;
Thence along a fence line on the north right of way of U. S. Highway No. 380, South $79^{\circ}36'11''$ West 81.09 feet to a capped iron stake set for corner;
Thence North $01^{\circ}00'41''$ West 106.61 feet to a capped iron stake set for corner at the beginning of a curve to the Right with a Radius of 621.89 feet;
Thence with the curve to the Right with a Radius of 621.89 feet through a central angle of $28^{\circ}54'36''$ a Length of 313.79 feet to a capped iron stake set for corner at the end of said curve;
Thence North $27^{\circ}53'55''$ East 283.02 feet to a capped iron stake set for corner at the beginning of a curve to the Left with a Radius of 541.89 feet;
Thence with the curve to the Left with a Radius of 541.89 feet through a central angle of $28^{\circ}54'36''$ a Length of 273.42 feet to a capped iron stake set for corner at the end of said curve;
Thence North $01^{\circ}00'41''$ West 100.00 feet to the Point of Beginning, containing 1.966 acres of land, more or less.

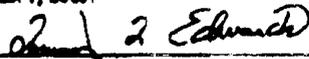
TRACT FOUR:

Beginning at a capped iron stake set for corner in the west line of Tract One as described above, being the northeast corner of Tract Two and being in that certain called 125 acre tract of land out of the John L. Dillingham Survey, Abstract No. 241, Wise County, Texas, as deeded to Robert W. Beaman and wife, Martha Beaman in Volume 314, Page 421, Deed Records, Wise County, Texas, being located 1582.77 feet North 88°59'19" East and 80.00 feet North 00°54'21" West from the intersection of the south line of said called 125 acre tract and the east right of way of F. M. Highway No. 1655 as conveyed to the State of Texas in Volume 211, Page 458, Deed Records, Wise County, Texas;
Thence with the north line of Tract Two, South 88°59'19" West 374.10 feet to a capped iron stake set for corner;
Thence North 00°26'52" East 1266.30 feet to a capped iron stake set for corner in the north line of said Beaman tract;
Thence with the north line of said Beaman tract, North 89°05'40" East 344.19 feet to a capped iron stake set for corner;
Thence South 00°54'21" East passing a capped iron stake set for a corner, in all, 1265.26 feet to the Point of Beginning, containing 10.434 acres of land, more or less.

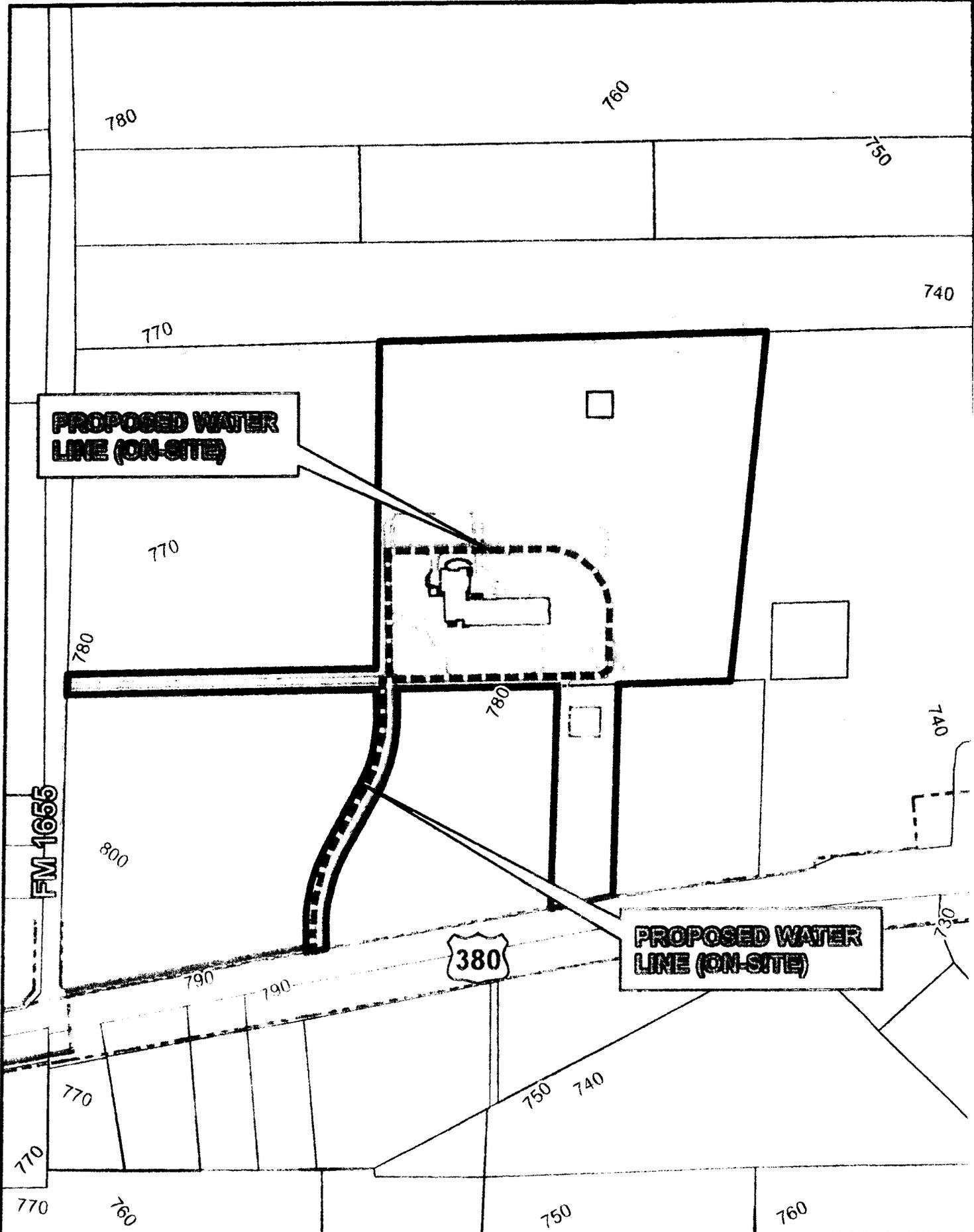
TRACT FIVE:

Beginning at a capped iron stake set for a corner in the east line of Tract Four as described above, and the northwest corner of Tract One as described above, being in that certain called 125 acre tract of land out of the John Dillingham Survey, Abstract No. 241, Wise County, Texas, as deeded to Robert W. Beaman and wife Martha Beaman in Volume 314, Page 421, Deed Records, Wise County, Texas, being located 1582.77 feet North 88°59'19" East, 80.00 feet North 00°54'21" West and 1164.87 feet North 00°54'21" West from the intersection of the south line of said 125 acre tract and the east right of way of F.M. Highway No. 1655 as conveyed to the State of Texas in Volume 211, Page 458, Deed Records, Wise County, Texas;
Thence North 00°54'21" West 180.39 feet to a capped iron stake set for corner in the north line of said Beaman tract;
Thence with the north line of said Beaman tract, North 89°05'40" East 1169.80 feet to a capped iron stake set for corner;
Thence South 85°56'47" West 17.91 feet to a capped iron stake set for the northeast of Tract One as described above;
Thence with the north line of Tract One the following calls:
South 87°57'27" West 155.90 feet to a capped iron stake set for corner;
South 88°33'40" West 246.17 feet to a capped iron stake set for corner;
South 70°56'01" West 120.34 feet to a capped iron stake set for corner;
South 58°47'23" West 71.97 feet to a capped iron stake set for corner;
South 70°11'28" West 88.81 feet to a capped iron stake set for corner;
South 89°24'47" West 80.26 feet to a capped iron stake set for corner;
South 82°45'56" West 79.84 feet to a capped iron stake set for corner;
South 74°05'48" West 251.46 feet to a capped iron stake set for corner;
North 70°59'03" West 93.59 feet to a capped iron stake set for corner;
South 87°08'27" West 15.55 feet to the Point of Beginning, containing 2.590 acres of land, more or less.

These field notes were prepared from a true and accurate survey as surveyed on the ground under my personal supervision on April 6, 2009 and revised May 11, 2009 and revised on June 9, 2009 and revised on August 7, 2009.


Tommy T. Edwards
Registered Professional Land Surveyor No. 1869





PROPOSED WATER LINE (ON-SITE)

PROPOSED WATER LINE (ON-SITE)

FM-1655

380

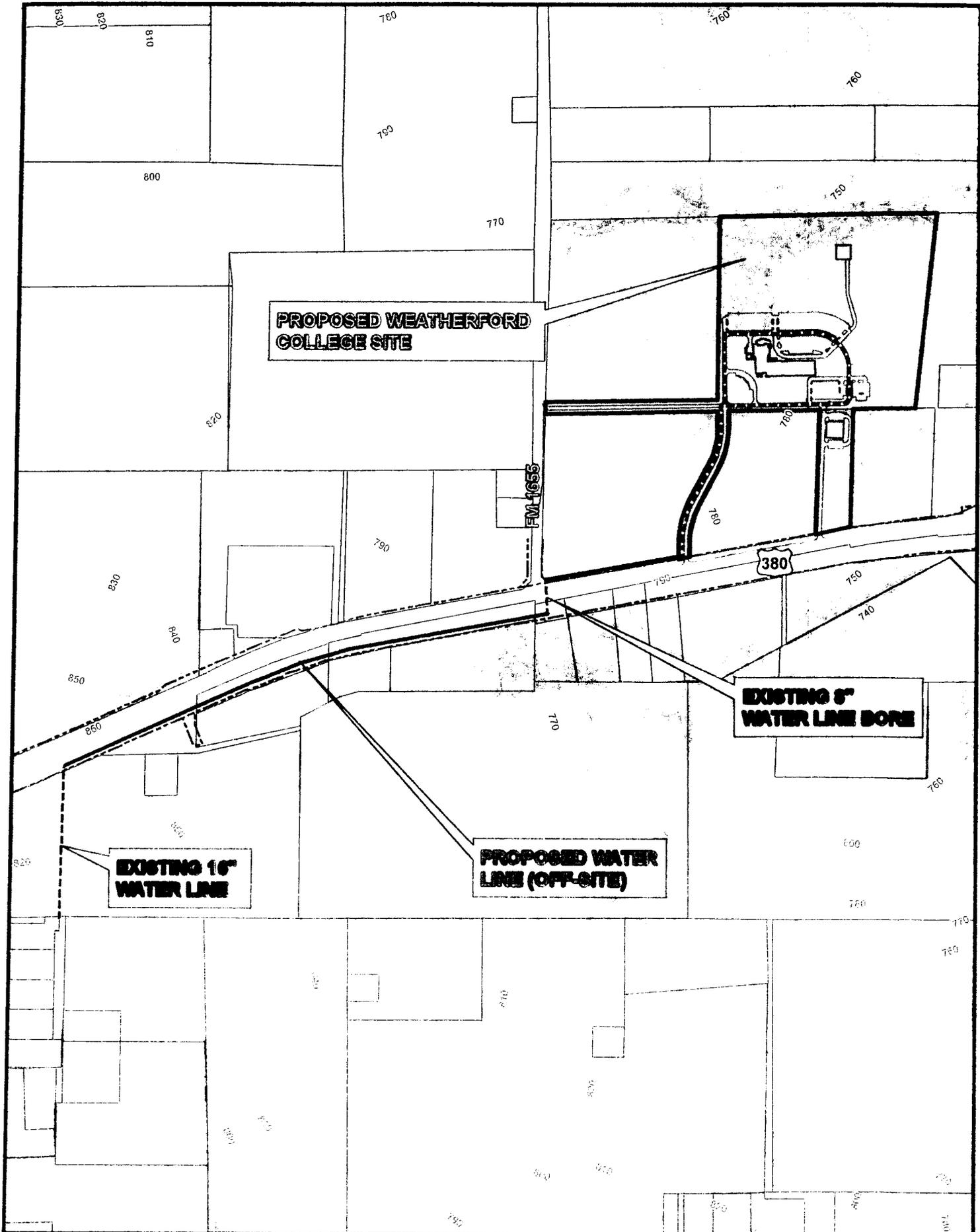
B	DATE	MAY 2011
	DESIGN	JRT
	DRAWN	JCK
	CHECKED	GAG
	KHAN	06/10/2014

Exhibit B
Proposed On-Site
Water Utilities

West Wise S.U.D.
Weatherford College
Proposed Utilities



		Kimley-Horn and Associates, Inc.	
No.	Revision	By	Date



PROPOSED WEATHERFORD COLLEGE SITE

EXISTING 6" WATER LINE BORE

EXISTING 16" WATER LINE

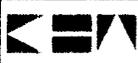
PROPOSED WATER LINE (OFF-SITE)

	DATE	MAY 2011
	DESIGN	EE
	DRAWN	PK
	CHECKED	PK
	SCALE	AS SHOWN

Exhibit C
**Proposed Off-Site
 Water Utilities**

West Wise SUD
**Weatherford College
 Proposed Utilities**



			
Kneib-Hill and Associates, P.C.			
No.	Revision	By	Date