

**TCEQ DOCKET NO. 2022-1552-AIR**

<b>APPLICATION BY EXFLUOR RESEARCH CORPORATION FOR AIR QUALITY PERMIT NO. 165848 IN WILLIAMSON COUNTY, TEXAS</b>	§ § § § §	<b>BEFORE THE  TEXAS COMMISSION ON  ENVIRONMENTAL QUALITY</b>
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**NORTH SAN GABRIEL ALLIANCE’S REPLY TO RESPONSES TO HEARING  
REQUESTS AND REQUESTS FOR RECONSIDERATION**

TO THE HONORABLE COMMISSIONERS:

North San Gabriel Alliance (“NSGA”) hereby submits this Reply to the Responses to Hearing Requests and Requests for Reconsideration by Exflur Research Corporation (“Exflur” or “Applicant”), the Executive Director (“ED”), and the Office of Public Interest Counsel (“OPIC”) regarding the Application by the Exflur Research Corporation for Proposed Air Quality Permit No. 165848. The Commission should find that the organization NSGA, as well as several individual requestors, including but not limited to, Ann Friou, Charles O. McCormick, Patricia McCormick Mulvihill & Hank Mulvihill, and Margaret “Peggy” Anne McCormick Wardlaw are “affected persons” and should grant their hearing requests. The Commission should refer no less than 16 issues, described fully below, to the State Office of Administrative Hearings (“SOAH”) for a hearing.

**I. Applicant Exflur Misconstrues the Standing Test but Acknowledges the Commission’s Precedent.**

In its response, Applicant misconstrues the test for standing, by suggesting that its emissions of air pollutants from its proposed facility does not constitute a concrete,

particularized, actual or imminent injury.<sup>1</sup> In making this suggestion, Applicant cites to *Texas Disposal Systems Landfill, Inc. v. Tex. Commission on Environmental Quality*, 259 S.W.3d 361, 363-64 (Tex. App.—Amarillo 2008, no pet.). But in the *TDSL, Inc.* case, the requestor was a competitor to the landfill company seeking a permit modification from TCEQ, and the requestor’s alleged injury was that the permit modification sought, if also granted to other landfill companies, was one that would may mean the requestor was no longer able to financially compete with the other landfill companies.<sup>2</sup> The Court found that, because of the number of events that would need to occur before the purported injury may befall the requestor, the injury amounted to mere speculation.<sup>3</sup> This is wholly distinguishable from the case at hand.

Here, it is Exflur’s emissions, which all parties acknowledge will be authorized under the proposed permit, that would constitute a concrete, particularized, actual or imminent injury to requestors, who own and use property in near vicinity. The standing test is not whether the Requestors will, in fact, be harmed by the Exflur facility, particularly its air emissions, but, rather, whether Requestors are at elevated risk, compared to members of the general public, of such harms. The “likely impact” is just that—the *likely* impact, not the *certain* impact—and it is but one factor the Commission must consider.

The Applicant’s argument against granting some hearing requests really pertains to distance from the proposed facilities. The Applicant acknowledges that Commission

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<sup>1</sup> Applicant Exflur Research Corporation’s Response to Hearing Requests and Requests for Reconsideration (hereinafter, “Applicant’s Response”) at 8.

<sup>2</sup> *Texas Disposal Systems Landfill, Inc. v. Tex. Commission on Environmental Quality*, 259 S.W.3d 361, 363-64 (Tex. App.—Amarillo 2008, no pet.).

<sup>3</sup> *Id.* at 364.

precedent has been to grant all hearing requests for requesters who own property within one mile from the proposed facilities, and then to look beyond one mile to determine whether the likely impacts could extend further.<sup>4</sup> The Applicant does not argue that any of those requests from requesters with a property interest within one mile should be denied, only that those from requesters beyond one mile should be denied.<sup>5</sup> The Applicant's own map, taken from Williamson County Appraisal District ("WCAD"), depict properties owned by the following requesters as being within one mile from the proposed Exflur facilities: Ms. Friou (Map Parcel ID No. 5); Mr. Charles O. McCormick (Map Parcel ID No. 13); Mr. and Ms. Mulvihill (Map Parcel ID Nos. 20 and 21), and Ms. Wardlaw (Map Parcel ID No. 28-29). Thus, these requesters are at elevated risk, compared to members of the general public, of harm from the proposed Exflur emissions.

## **II. Requestors are "Affected Persons."**

### **a. Requestors have demonstrated a personal justiciable interest.**

North San Gabriel Alliance. As each of the responses acknowledge, NSGA submitted several timely hearing requests, based on timely comments that were not withdrawn.<sup>6</sup> Only the Applicant argues against NSGA's hearing request being granted, and only if NSGA cannot provide documentation of the organization's purpose and documentation that at least one of its members identified in its hearing request is the same

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<sup>4</sup> Applicant's Response at 7.

<sup>5</sup> *Id.* at 9.

<sup>6</sup> Executive Director's Response to Hearing Requests and Requests for Reconsideration (hereinafter, "ED's Response") at 31; The Office of Public Interest Counsel's Response to Hearing Requests and Requests for Reconsideration (hereinafter, "OPIC's Response") at 6-7; Applicant's Response at 11-12 (objecting to NSGA being named an affected person only based on whether the organization has demonstrated its purpose is germane to the Application and that one or more members has a legal property interest).

person identified in the WCAD records. NSGA does not agree that these valid objections to NSGA's hearing request, but nevertheless, provides the following support documents.

Included with this Reply as **Attachment A** is the Declaration of Patricia McCormick Mulvihill. Ms. Mulvihill's declaration provides documentation of NSGA's purpose, as on file with the Texas Secretary of State. Applicant has attempted to characterize NSGA's purpose as "generalized" but fails to explain why a generalized purpose means the interest it seeks to protect by contesting the Application is not germane to its purpose. In fact, its purpose is not generalized—NSGA is a non-profit membership organization representing its members to protect natural environment, homes, crops, animals, and property in the area of the North Fork of the San Gabriel River in Williamson and Burnet Counties. Its interests clearly include protecting the geographic area where the Exflor facility is proposed from air emissions that could harm the natural environment, people's homes, their crops and animals. Contesting the Exflor Application is most definitely germane to this interest.

Ms. Mulvihill's declaration also provides her verification that she is a member of the NSGA and the same person identified with the same name in the WCAD property records as being one of the trustees of the Mulvihill Children's Trust in proximity of the proposed Exflor facility. She even verifies that the property the Applicant identified in the WCAD property as this property is correct.<sup>7</sup>

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<sup>7</sup> The ED's assigned her property interest to another tract he called the "McCormick Ranch." Though the Mulvihill's do have an interest in this property, the property owned by the Mulvihill Children's Trust is just south of the McCormick Ranch, and closer to the Exflor property.

Included as **Attachment B** is the Declaration of Margaret Peggy Anne McCormick Wardlaw providing verification that she is a member of the NSGA and the same person identified with the same name in the WCAD property records as having a property in the proximity of the proposed Exfluor facility.

Having provided evidence that at least one member would have standing on their own, NSGA need not provide evidence that other members would also have standing.<sup>8</sup>

Patricia McCormick Mulvihill & Henry N. Mulvihill. Each of the responses to hearing requests also acknowledge that Patricia McCormick Mulvihill submitted comments and a timely hearing request.<sup>9</sup> Again, only the Applicant argues against Ms. Mulvihill's hearing request being granted.<sup>10</sup> The Applicant's opposition, it argues, is because Ms. Mulvihill did not provide documentation verifying she is the same Patricia McCormick Mulvihill named as a Trustee on the Mulvihill Children's Trust property. Though NSGA maintains this "verification" is not necessary for the Commission to refer her request to SOAH, Ms. Mulvihill has provided it through her declaration, included with this Reply as Attachment A.

The other basis for Applicant's opposition to Ms. Mulvihill's hearing request is, it argues, because Ms. Mulvihill's comments do not support her hearing request.<sup>11</sup> This is both not true, and an attempt to enlarge what the TCEQ rules actually require. Under TCEQ's rules, the hearing request must simply be based on the requestor's timely

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<sup>8</sup> In the unlikely event that the Commission determines that more evidence is necessary, NSGA's affected person determination should be referred to SOAH to allow the NSGA to offer evidence during the evidentiary hearing.

<sup>9</sup> ED's Response at 17-18; OPIC's Response at 2; Applicant's Response at 20-21.

<sup>10</sup> Applicant's Response at 20-21.

<sup>11</sup> Applicant's Response at 21.

comments by raising the issues that were raised during the comment period by the affected person in the hearing request.<sup>12</sup> In her timely comments submitted on April 1, 2022, Ms. Mulvihill raised the issues of air and water pollution from the chemical processing, and her concern that the pollution would affect family residences, including historical farms, ranches, and homes, water recreation areas, agricultural lands, and wildlife conservation areas. She also commented that “[t]oxic chemical pollution from such a facility could permanently affect people, homes, land, and agriculture nearby.” Then, in her timely hearing request submitted on October 13, 2022, she elaborated on how she still believed the pollution would impact her health, particularly because she is in treatment for breast cancer, having undergone a double mastectomy in June, and having early onset osteoarthritis. Her comments spoke directly to her concern that the facility could “permanently affect people” and her hearing request raised the issue of her own health and the health of her family and guests. Thus, her hearing request was timely and should be granted.

Finally, the Declaration of Patricia McCormick Mulvihill also clarifies that she and Henry N. Mulvihill are married and thus, her comments, hearing request, and justiciable interest (property interest) are one in the same. Therefore, the Commission should grant the hearing requests of Patricia McCormick Mulvihill and Henry N. Mulvihill.

Margaret “Peggy” Anne McCormick Wardlaw. Peggy Wardlaw’s request should be granted. Included with her declaration in Attachment B is the necessary documentation

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<sup>12</sup> 30 Tex. Admin. Code § 55.201(c); 55.211(c).

verifying that she has an interest in the McCormick Ranch property, as well as a gift deed indicating that Margaret “Peggy” Ann McCormick Wardlaw owns a separate 30.227 acre tract of land. According to WCAD records referenced by the Applicant and used in the Applicant’s map (Map Parcel ID Nos. 28 and 29), the property owned by Margaret Wardlaw is one in the same—and Ms. Wardlaw verifies these are the same properties. The ED acknowledges Ms. Wardlaw’s interest in the McCormick Ranch property, and that Ms. Wardlaw indicated she owned “a 30 acre parcel just across CR 306.” But the ED was simply unable to locate the second property.<sup>13</sup>

The Applicant’s map, together with this supporting documentation, is sufficient to demonstrate ownership for purposes of determining that Ms. Wardlaw has a property interest within one mile of the proposed facility. Furthermore, Ms. Wardlaw’s hearing request explains in detail, the extent to which she and her family, including her grandchildren, use the property. Therefore, it is sufficient to determine that Ms. Wardlaw is an affected person and her hearing request should be granted.

Charles O. McCormick. The same gift deed conveying property to Peggy Wardlaw also conveyed property to Charles O. McCormick. The Applicant was able to identify on the WCAD the tract owned by Mr. Charles O. McCormick (Map Parcel ID No. 13), separate from the McCormick Ranch tract, and the Williamson County property records indicate this is the same tract. Therefore, Mr. Charles O. McCormick’s hearing request should be granted.

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<sup>13</sup> ED’s Response at 21.

Ann Friou. As has already been provided in NSGA's request and Ms. Friou's individual request, Ann Friou is a member of the North San Gabriel Alliance. Ms. Friou has separate counsel who filed a separate hearing request on her behalf, but consistent with the position of NSGA, no further documentation is required at this time.

NSGA maintains that no property interest is required in order to demonstrate a personal justiciable interest. And even if a property interest is asserted in a hearing request, the only information that must be produced at this time, is that which is necessary for the Commission to determine the requester's proximity to the proposed facility. Nevertheless, should the Commission determine that additional documentation is required, rather than reject the hearing request, the appropriate action would be to refer standing to SOAH for affected person determination at the preliminary hearing, which is an evidentiary hearing.

### **III. The Commission Should Refer Sixteen Issues to SOAH.**

NSGA agrees with the list of fourteen (14) issues the ED recommends be referred to SOAH for a hearing, and would add two more, which were identified by the Applicant, and are supported, since the Commission should grant the hearing requests of Ms. Wardlaw and Mr. Charles O. McCormick.<sup>14</sup>

1. Whether an exhaust monitoring system that measures and records emissions in real time with alarms to alert emergency services be installed. (Charles O. McCormick)
2. Whether the state and federal health effects evaluations were properly conducted. (Margaret "Peggy" Ann Wardlaw)

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<sup>14</sup> Applicant's Response at 28.



#### **IV. Conclusion**

For the reasons stated above, NSGA respectfully requests that the Commission grant these hearing requests and refer these sixteen issues to the State Office of Administrative Hearings.

Respectfully submitted,

/s/ Lauren Ice  
Lauren Ice  
State Bar No. 24092560  
[Lauren@txenvirolaw.com](mailto:Lauren@txenvirolaw.com)

**PERALES, ALLMON & ICE, P.C.**  
1206 San Antonio Street  
Austin, Texas 78701  
Tel. (512) 469-6000  
Fax (512) 482-9346

COUNSEL FOR  
NORTH SAN GABRIEL ALLIANCE

#### **CERTIFICATE OF SERVICE**

I hereby certify that, on December 5, 2022, a true and correct copy of the foregoing document was electronically filed with the Chief Clerk of TCEQ, and that copies were served upon the following parties via deposit in the U.S. mail or e-mail.

/s/ Lauren Ice  
Lauren Ice

**MAILING LIST**  
**TCEQ DOCKET NO. 2022-1552-AIR**

**FOR THE APPLICANT:**

Derek L. Seal  
McGinnis Lochridge  
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[dseal@mcginnislaw.com](mailto:dseal@mcginnislaw.com)

**FOR THE EXECUTIVE DIRECTOR:**

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**FOR THE CHIEF CLERK:**

Docket Clerk  
Texas Commission on Environmental Quality  
Office of Chief Clerk, MC-105  
P.O. Box 13087  
Austin, Texas 78711-3087  
Tel: (512) 239-3300  
Fax: (512) 239-3311  
<https://www14.tceq.texas.gov/epic/eFiling>

**FOR ALTERNATIVE DISPUTE  
RESOLUTION:**

Kyle Lucas, Attorney  
Texas Commission on Environmental  
Quality  
Alternative Dispute Resolution, MC-222  
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# ATTACHMENT A

**TCEQ DOCKET NO. 2022-1552-AIR**

<b>APPLICATION BY EXFLOUR</b>	§	<b>BEFORE THE</b>
<b>RESEARCH CORPORATION</b>	§	
<b>FOR AIR QUALITY PERMIT</b>	§	<b>TEXAS COMMISSION ON</b>
<b>NO. 165848 IN WILLIAMSON</b>	§	
<b>COUNTY, TEXAS</b>	§	<b>ENVIRONMENTAL QUALITY</b>

**DECLARATION OF PATRICIA MCCORMICK MULVIHILL**  
**IN SUPPORT OF NORTH SAN GABRIEL ALLIANCE’S REPLY TO RESPONSES TO**  
**HEARING REQUESTS AND REQUESTS FOR RECONSIDERATION**

1. My name is Patricia McCormick Mulvihill. I am over eighteen (18) years of age and of sound mind, have never been convicted of a felony, and am otherwise capable of making this declaration. The facts stated in this declaration are within my personal knowledge and are true and correct.
  
2. I am married to Henry N. Mulvihill, Jr. My husband and I live at 8 Lundy’s Lane, Richardson, Texas 75080.
  
3. I am one of the three founding board members of the North San Gabriel Alliance and I currently serve as the president of the board of directors.
  
4. The North San Gabriel Alliance is a nonprofit membership organization and I am also a member of the organization.
  
5. The purpose of the North San Gabriel Alliance is to protect the natural environment, homes, crops, animals, and property of people who live, work, farm, ranch, and recreate in the area of the North Fork of the San Gabriel River in Williamson and Burnet Counties, Texas. With this purpose as its focus, North San Gabriel Alliance will represent its members by participating in the decision-making processes of local, state, and federal officials on issues related to pollution and protection of natural resources and the local environment. North San Gabriel Alliance will represent its members in government proceedings and in court, if necessary, in pursuit of its purpose.
  
6. The North San Gabriel Alliance was formed in early 2022 and formally incorporated on February 28, 2022. Attached as **Exhibit 1** to this declaration is a copy of the organization’s Certificate of Filing and the Certification of Formation that is on file with the Texas Secretary of State. Exhibit 1 is a true and correct copy of the North San Gabriel Alliance’s Certificate of Filing and Certification of Formation.

7. I am the same Patricia McCormick Mulvihill that is listed as a director of the North San Gabriel Alliance on the Certification of Formation that is on file with the Texas Secretary of State.
8. My husband, Henry N. Mulvihill, Jr., and myself are the only two trustees of the Mulvihill Children's Trust.
9. The Mulvihill Children's Trust is a trust for our children. The Trust owns a parcel of property about 31 acres in size at 1050 County Road 208, Florence, Texas 76527. Attached as **Exhibit 2** is a copy of the deed for the property owned by the Mulvihill Children's Trust. Exhibit 2 is a true and correct copy of the deed.
10. I submitted comments to the TCEQ regarding the application by Exflur Research Corporation for an air permit number 165848. I submitted written comments in April 2022 and October 2022.
11. I also authorized the attorney for North San Gabriel Alliance to identify me as a member in the requests for a contested hearing submitted on behalf of the organization.
12. I have seen the maps that Exflur included with its response to my request for a contested case hearing and the request filed on behalf of the North San Gabriel Alliance. I am the same Patricia McCormick Mulvihill, who is a Trustee of Mulvihill Children's Trust, owner of the map parcels marked as 20 and 21. Attached as **Exhibit 3** is Exflur's map for reference.
13. I have also seen the map that the Executive Director included with his response to my request for a contested case hearing and the request filed by the North San Gabriel Alliance. The Mulvihill Children's Trust property does not appear on this map, but is directly south of the map parcel marked as 15, making it closer to the Exflur site. Attached as **Exhibit 4** is the ED's map for reference.

My Name is Patricia McCormick Mulvihill, my date of birth is September, 3 1963, and my address is 8 Lundy's Lane, Richardson, Texas, 75080, United States of America.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed in Dallas County, State of Texas, on the 4 day of December, 2022.

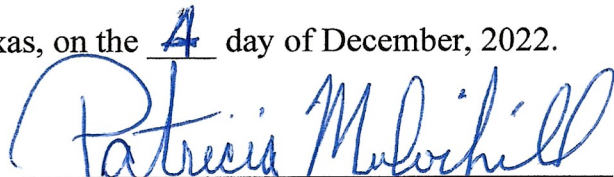
  
Patricia McCormick Mulvihill

Exhibit 1  
Certificate of Formation for  
NSGA



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

North San Gabriel Alliance  
File Number: 804458275

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/28/2022

Effective: 02/28/2022



A handwritten signature in black ink, appearing to read "John B. Scott".

John B. Scott  
Secretary of State

**Form 202**  
**(Revised 12/21)**  
 Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
  
**Filing Fee: \$25**



This space reserved for office use.

**Certificate of Formation**  
**Nonprofit Corporation**

**Article 1 – Entity Name and Type**

The filing entity being formed is a nonprofit corporation. The name of the entity is:

North San Gabriel Alliance

**Article 2 – Registered Agent and Registered Office**

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

**OR**  
 B. The initial registered agent is an individual resident of the state whose name is set forth below:

Bryce	P	McCormick	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

1250 County Road 208	Florence	TX	76527
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

**Article 3 – Management**

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

*A minimum of three directors is required.*

Director 1				
Bryce	P	McCormick		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
1250 County Road 208	Florence	TX	76527	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>



Director 2				
Patricia		McCormick Mulvihill		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
8 Lundy's Lane	Richardson	TX	75080	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

Director 3				
Maude		Allen		
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
1251 CR 208	Florence	TX	76527	USA
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

**OR**

The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

**Article 4 – Membership**

(See instructions. Do not select statement B if the corporation is to be managed by its members.)

A. The nonprofit corporation shall have members.

B. The nonprofit corporation will have no members.

**Article 5 – Purpose**

(See instructions. This form does not contain language needed to obtain a tax-exempt status on the state or federal level.)

The nonprofit corporation is organized for the following purpose or purposes:

The purpose of North San Gabriel Alliance is to protect the natural environment, homes, crops, animals, and property of people who live, work, farm, ranch, and recreate in the area of the North Fork of the San Gabriel River, in Williamson and Burnet Counties, Texas. With this purpose as its focus, North San Gabriel Alliance will

*The following text area may be used to include any additional language or provisions that may be needed to obtain tax-exempt status.*

represent its members by participating in the decision-making processes of local, state, and federal officials on issues related to pollution and protection of natural resources and the local environment. North San Gabriel Alliance will represent its members in government proceedings and in court, if necessary, in pursuit of its purpose.

**Initial Mailing Address**

(Provide the mailing address to which state franchise tax correspondence should be sent.)

1250 County Road 208	Florence	TX	76527	USA
<i>Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	<i>Country</i>

**Supplemental Provisions/Information**

(See instructions.)

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

[Empty text area box]

**Organizer**

The name and address of the organizer:

Bryce Philip McCormick				
<i>Name</i>				
1250 County Road 208	Florence	TX	76527	
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>	

**Effectiveness of Filing** (Select either A, B, or C.)

- A.  This document becomes effective when the document is filed by the secretary of state.
- B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C.  This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

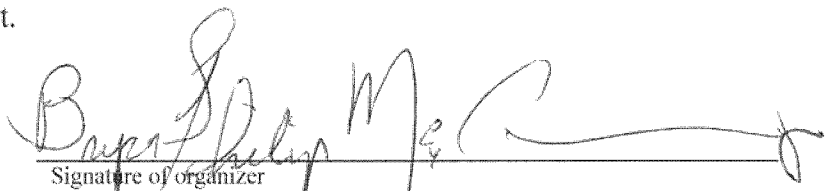
The following event or fact will cause the document to take effect in the manner described below:

[Empty box for event or fact]

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned also affirms that, to the best knowledge of the undersigned, the name provided as the name of the filing entity does not falsely imply an affiliation with a governmental entity. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 2/25/2022



Signature of organizer

Bryce Philip McCormick

Printed or typed name of organizer

**Print** **Reset**

## Exhibit 2

Deed for Property Owned by  
the Mulvihill Children's Trust



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.

**GIFT DEED TO THE CHILDREN**

(McCormick Ranch East of County Road 208)

STATE OF TEXAS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

A. **Conveyance.** THAT Charles A. McCormick and Joyce O'Neal McCormick (who together with their heirs and assigns are hereinafter called "**Grantors**"), in consideration of the love and affection we have for our children, four of whom are the respective Grantees herein, and other good and valuable consideration including each of the respective Grantee's agreement to abide by the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for McCormick Ranch (the "**Declaration**") executed by Grantors, which Declaration is found of record in the Official Records of Williamson County, Texas, and in consideration of the matters contained herein, have GIVEN AND GRANTED, and by these presents do hereby GIVE AND GRANT unto (1) each of our following three children and in the case of our child, Patricia McCormick Mulvihill, to Henry N. Mulvihill, Jr. and Patricia McCormick Mulvihill, Co-Trustees of the Mulvihill Children's Trust, as their respective sole and separate property and estate (each of whom together with such child's heirs and assigns are respectively referred to herein as the "**Grantee**" as to the respective Lot conveyed to such child, and collectively as the "**Grantees**") the surface estate in and to the following real property, together with all rights and appurtenances thereunto belonging (collectively, the "**Children's Property**" and the respective surface estate lot comprising the Children's Property as described on **Exhibits 1-4** below including all rights and appurtenances thereto belonging called a "**Lot**" and each Lot identified by numbers Lots 1 through 4 as identified in such exhibits):

Lot No.	Exhibit Description	Grantee
1	<b><u>Exhibit 1</u></b>	Elizabeth Joyce McCormick Benhaliem (who together with her heirs and assigns is called the " <b>Lot 1 Owner</b> ")
2	<b><u>Exhibit 2</u></b>	Haziel Roberta McCormick Williams (who together with her heirs and assigns is called the " <b>Lot 2 Owner</b> ")
3	<b><u>Exhibit 3</u></b>	Charles O'Neal McCormick (who together with his heirs and assigns is called the " <b>Lot 3 Owner</b> ")
4	<b><u>Exhibit 4</u></b>	Henry N. Mulvihill, Jr. and Patricia McCormick Mulvihill, Co-Trustees of the Mulvihill Children's Trust (who together with its successors and assigns is called the " <b>Lot 4 Owner</b> ")

and (2) to the Grantee, as tenants in common in fee simple, as their respective sole and separate property and estate, the surface estate in and to the strip of land described in Exhibit 5 connecting Lot the Lots to County Road 208 (referred to herein as the "**East McCormick Ranch Road**"), [collectively, the "**Children's Property**" or the "**Property**"].

**TO HAVE AND TO HOLD** the Property to the Grantees, each as the Grantee's sole and separate property and estate, and unto such Grantee's heirs and assigns, forever, subject to the Qualifications referenced herein.

**B. Qualifications.** This conveyance is made and accepted, subject to the following qualifications ("**Qualifications**"):

1. **Recorded Exceptions.** Any and all covenants, conditions, easements, agreements, reservations, rights of way, restrictions and other instruments relating to the Property, including interests in the mineral estate and rights derivative thereof, to the extent they are still in effect and are of record (collectively, the "**Recorded Exceptions**") including but not limited to the Declaration and the Articles of Incorporation, Bylaws and all Rules and Regulations now or hereafter adopted by the McCormick Ranch Property Owners' Association, Inc. (the "**Association**") pursuant thereto (collectively, the "**Regulations**"). Each Grantee agrees to assume and perform all obligations of Grantors under the Recorded Exceptions and the Regulations applicable to the respective Property conveyed to such Grantee.

2. **Survey Matters.** Visible and apparent easements, if any; any encroachments, protrusions, or overlapping of improvements; and any discrepancies, conflicts, shortages in area or boundary lines.

3. **Possessory Interests.** Rights of parties in possession and the existing rights of adjoining owners in any fences situated on a common boundary, whether of record or not.

4. **Laws and Regulations.** Such zoning or other restrictions upon the use of the Property as may be imposed by governmental authorities having jurisdiction thereof.

5. **Taxes.** The liens for all governmental assessments and ad valorem taxes for the year 2005 and all subsequent years; the payment of which are hereby assumed by the Grantee of each Lot as to such Lot, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which the respective Grantee assumes as to the Property conveyed to such Grantee.

6. **As Is.** Grantors convey the Property and each Grantee accepts the Property so conveyed to such Grantee "AS IS". GRANTORS MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OF THE PROPERTY, OR ANY PART THEREOF.

7. **Reservation of Minerals.** Grantors reserve unto themselves, their heirs and assigns, all of the oil, gas and other mineral substances, and/or deposits of any kind or character, whether similar or dissimilar, whether solid, liquid or gaseous, in or under or that may be mined, produced, removed, saved, or recovered from the Land (hereinafter being collectively referred to as the "**Minerals**"). The Minerals include without limitation by enumeration, all hydrocarbons, coal, lignite, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium, molybdenum, vanadium, titanium, and other fissionable materials, gold, silver, magnesium, iron, bauxite, geothermal energy (including hydrostatic pressure and thermal energy), hard rock minerals and base precious metals; and the term "gas" shall include helium, carbon dioxide, gaseous sulfur compounds, coal bed methane, and any other commercial gaseous substances, as well as natural gas and other "normal" hydrocarbon gases. Grantors release and relinquish (such release and relinquishment being herein called the "**Surface Waiver**") unto the respective Grantee as a part of this conveyance to such Grantee of the Lot conveyed to such Grantee, all of Grantors' right to use the surface of the Lot and any portion of the Lot within the zone which is two hundred fifty feet (250') of the surface of the Lot or such to greater depth as is necessary to avoid surface subsidence (the "**Surface**") for exploring, drilling for, mining and producing the Minerals, including releasing and relinquishing the right of

ingress and egress in, over, under and across the Surface of the Lot for such purposes and releasing and relinquishing such Surface from operations in connection with mining, quarrying, exploring, drilling, testing, treating, processing, refining, producing, storing, transporting, completing, operation and/or developing of any of the Minerals or the erection of surface structures incident to such activities.

8. **Reservation of McCormick Ranch Road Expansions.** Grantors reserve unto themselves, and their heirs and assigns, an uninterrupted roadway right-of-way easement for access, ingress and egress in, over, along, under, above, and across strips of land 15' in width (the "***McCormick Ranch Road Expansions***") on each side of each of the East McCormick Ranch Road, which reserved easement is conveyed by Grantors to the Association by Assignment recorded in the Official Records of Williamson County, Texas. The McCormick Ranch Road Expansions include both surface level, below surface level and above surface level easement rights for all purposes in connection with access to the McCormick Ranch, including surface level roadways and above and below surface level drainage and utilities. These reserved easement rights are to be assigned by Grantors to the Association, its successors and assigns. Upon request of the Association the owner of the area encumbered by this roadway right-of-way easement covenants to convey the fee title of the area to the Association by general warranty deed. This covenant is a covenant running with the land and is binding on each Grantee's heirs and assigns.

9. **Rights of First Refusal.** Grantors reserve unto themselves, their heirs and assigns, and there is hereby granted to Grantors, their heirs and assigns, by each of the Grantees herein and binding on them and their heirs and assigns, as owners of the Children's Property conveyed to them by this Gift Deed, rights of first refusal, as set out in **Exhibit 6** hereto, which Exhibit is incorporated herein by this reference for all purposes.

10. **Waiver by Grantees of Inequalities between the Lots.** It is agreed by the parties hereto that any liens that would arise in favor of any party by operation of law, by reason of the partition of the Children's Property into separate Lots, including but not limited to the failure of the acreage included within any of the separate Lots to equal the prorata share otherwise allocable to such party or the failure to allocate such Lots to the parties in accordance with the respective market value of such segregated Lots, shall not exist in favor of any party against any other party; and any and all implied liens so arising are expressly waived and released by the parties hereto.

11. **Reservation of Life Estate.** Grantors reserve the following rights in and to the Property for on during their lifetime: grazing of cattle, horses and other farm and ranch animals by themselves or by those authorized by them.

DATED as of the 29th day of April, 2005.

**GRANTORS:**

*Charles A. McCormick*  
Charles A. McCormick

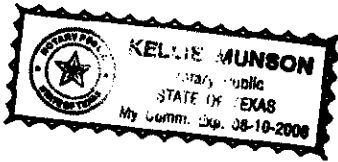
*Joyce O'Neal McCormick*  
Joyce O'Neal McCormick

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 29th day of April, 2005, by Charles A. McCormick.



*Kellie Munson*  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 29th day of April, 2005, by Joyce O'Neal McCormick.



*Kellie Munson*  
NOTARY PUBLIC, State of Texas

**RECORDERS MEMORANDUM**

All or parts of the text on this page was not clearly legible for satisfactory recordation.

**EXHIBIT 1**

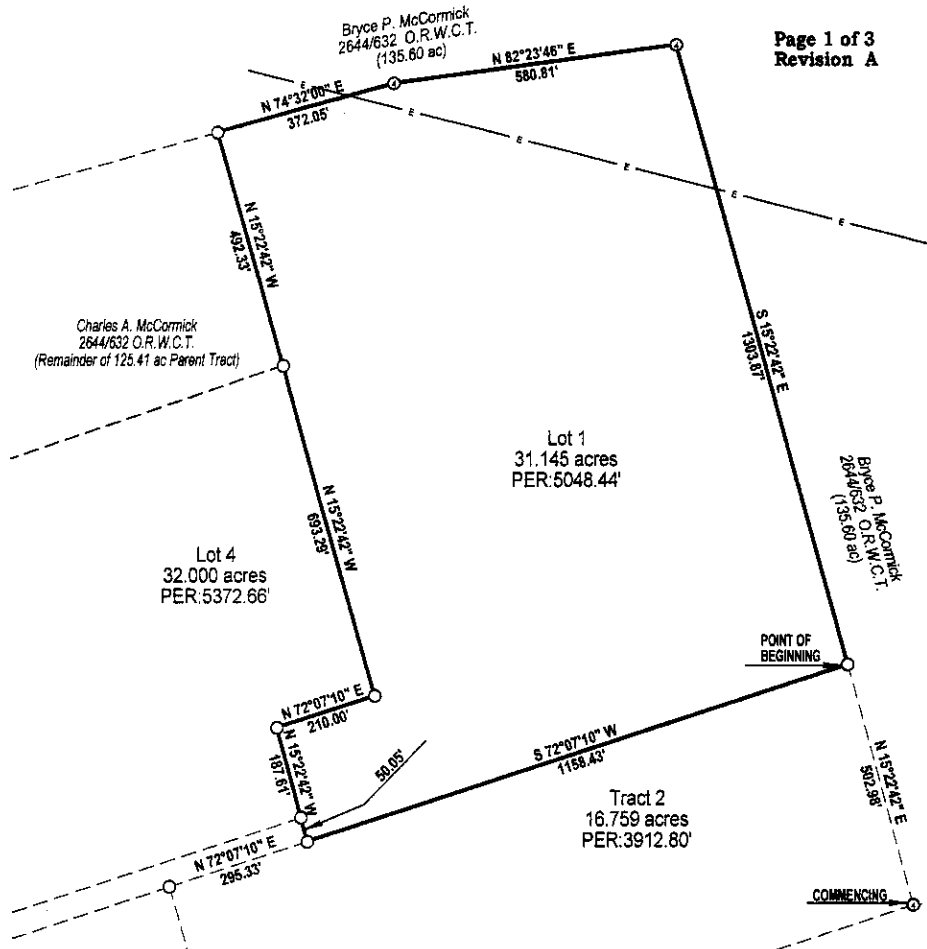
**Description of Lot 1**

**Elizabeth Joyce McCormick Benhallem**



# SURVEY PLAT OF 31.145 ACRES OUT OF THE JOHN BAILEY SURVEY NO. 7, ABSTRACT NO. 55 IN WILLIAMSON COUNTY, TEXAS

Page 1 of 3  
Revision A



Situs Address  
County Road 208  
Williamson County, Texas  
Prepared for Charles McCormick  
Job # WILCO-0410-03A  
OCT 18, 2004  
Rev. APR 27, 2005

Deed per Vol. 2644, Pg. 632, Deed Records of Williamson  
County, Texas, Dated Nov. 26, 1994.  
The Bearings recited herein are based on State Plane  
Coordinate System, Texas Central Grid.

**Certificate**

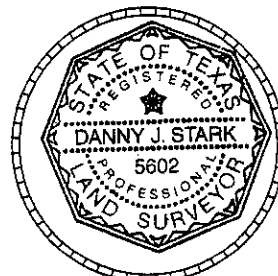
I, Danny J. Stark, do hereby certify that the foregoing Survey Plat was prepared from an actual survey made upon the ground, under my supervision, the Records of said county, and surveys of area properties, that the corners and boundaries with marks, natural and artificial are as shown or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, or easements visible to me are shown or described hereon, that said property has access to and from designated roadway.

*[Signature]*  
Danny J. Stark, R.P.L.S. State of Texas No. 5602



**LEGEND**

⊙	1/2" Iron Rod Found
○	1/2" Iron Rod Set
▲	60D Nail Found
- - -	Adjoinder Line
Scale 1" = 300.00 Feet	



**ABSTRACT SURVEYING**

650 Lyda Ranch Road  
Bertram, Texas, 78605  
Ph 512-756-4500  
Fx 512-756-0730

**RECORDERS MEMORANDUM**

All or parts of the text on this page was not clearly legible for satisfactory recordation.

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Field Notes to accompany a Survey Plat of a 31.145 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas.  
Prepared for Charles A. McCormick, without benefit of Title Commitment.

Being a 31.145 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portion of that same tract of land, described as 125.41 acres, (herein referred to as "Parent Tract"), in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Charles A. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, said 31.145 acres (henceforth to be known as "Tract 1") being further described herein by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found in the South line of the John Bailey Survey No 7, Abstract No. 55, and the North line of the John Caruthers Survey No. 6, Abstract No. 129, at the Southern most Southwest corner of a tract of land, described as 135.60 acres, in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Bryce P. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, in the Northern boundary line of a tract of land, described as "Tract Two", a 78.85 acre tract, in a Warranty Deed dated May 11, 2000, from Barry Lynn Bowden to B. L. & T. O. Bowden Living Trust, of record in Doc. No. 2001021161, Official Records of Williamson County, Texas, at the Southeast corner of the 125.41 acre Parent Tract, and the Southeast corner of "Tract 2", surveyed this date, THENCE N 15°22'42" W, with the Western boundary line of said 135.60 acre Bryce P. McCormick tract, a distance of 502.98 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for Northeast corner of said "Tract 2", surveyed this date, the Southeast corner of said "Tract 1" and TRUE POINT OF BEGINNING hereof;

THENCE S 72°07'10" W, crossing into the Parent Tract, with the Northern boundary line of said "Tract 2", surveyed this date, a distance of 1158.43 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southeast corner of a 50.00 foot wide private roadway easement, and the Southwest corner hereof;

THENCE N 15°22'42" W, at 50.05 feet, a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northeast corner of said 50.00 foot wide private roadway easement, and the Southern most Southeast corner of "Tract 4", surveyed this date, in all a distance of 237.66 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for a reentrant corner of said "Tract 4, surveyed this date, and an angle point hereof;

THENCE N 72°07'10" W, a distance of 210.00 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Eastern most Southeast corner of said "Tract 4, surveyed this date, and a reentrant corner hereof;

THENCE N 15°22'42" W, at a distance of 93.29 feet, a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northeast corner of said "Tract 4, surveyed this date, in all a distance of 1,185.62 to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the Southern boundary line of said 135.60 acre Bryce P. McCormick tract, and the Northwest corner hereof;

THENCE N 74°32'00" E, with the Southern boundary line of said 135.60 acre Bryce P. McCormick tract, a distance of 372.05 feet, to a 1/2" iron rod found for an angle point hereof;

THENCE N 82°23'46" E, a distance of 580.81 feet, to a 1/2" iron rod found at a reentrant corner of said 135.60 acre Bryce P. McCormick tract, the Northeast corner of the Parent Tract and the Northeast Corner hereof;

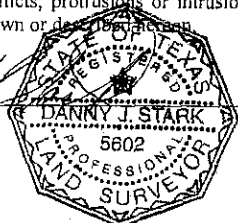
THENCE S 15°22'42" E, with the Western boundary line of said 135.60 acre Bryce P. McCormick tract, a distance of 1,303.87 feet, to the POINT OF BEGINNING hereof, and calculated to contain 31.145 acres.

The **Basis of Bearing** for this Survey is the State Plane Coordinate System, Texas Central Grid.

CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described herein.

Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-03A



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not clearly legible for satisfactory recordation.

**EXHIBIT 2**

**Description of Lot 2**

**Hazel Roberta McCormick Williams**

October 8, 2004  
Revised April 27, 2005  
STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Revision A

Field Notes to accompany a Survey Plat of a 16.759 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas.  
Prepared for Charles A. McCormick, without benefit of Title Commitment.

Being a 16.759 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portion of that same tract of land, described as 125.41 acres, (herein referred to as "Parent Tract"), in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Charles A. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, said 16.759 acres (henceforth to be known as "Tract 2") being further described herein by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the South line of the John Bailey Survey No 7, Abstract No. 55, and the North line of the John Caruthers Survey No. 6, Abstract No. 129, at the Southern most Southwest corner of a tract of land, described as 135.60 acres, in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Bryce P. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, in the Northern boundary line of a tract of land, described as "Tract Two", a 78.85 acre tract, in a Warranty Deed dated May 11, 2000, from Barry Lynn Bowden to B. L. & T. O. Bowden Living Trust, of record in Doc. No. 2001021161, Official Records of Williamson County, Texas, at the Southeast corner of the 125.41 acre Parent Tract and the Southeast corner hereof;

THENCE S 72°08'43"W, with the South line of the John Bailey Survey No 7, Abstract No. 55, the North line of the John Caruthers Survey No. 6, Abstract No. 129, and the Northern boundary line of said "Tract Two", a 78.85 acre B. L. & T. O. Bowden Living Trust tract, a distance of 1,453.73 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southeast corner of "Tract 3", surveyed this date, and the Southwest corner hereof;

THENCE N 15°22'42" W, crossing into the Parent Tract, with the Eastern boundary line of said Tract 3", surveyed this date, a distance of 502.33 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the South Right of Way line of a 50.00 foot wide private roadway easement, for the Northeast corner of said "Tract 3", surveyed this date, and the Northwest corner hereof;

THENCE N 72°07'10" E, with the South Right of Way line of said 50.00 foot wide private roadway easement, at 295.33 feet, a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southwest corner of "Tract 1", surveyed this date, in all a distance of 1,253.76 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the Western boundary line of said 135.60 acre Bryce P. McCormick tract, for Southeast corner of said "Tract 1", surveyed this date, the Northeast corner hereof;

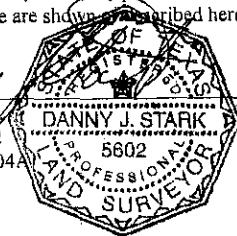
THENCE S 15°22'42" E, with the Western boundary line of said 135.60 acre Bryce P. McCormick tract, a distance of 502.98 feet, to the POINT OF BEGINNING hereof, and calculated to contain 16.759 acres.

The Basis of Bearing for this Survey is the State Plane Coordinate System, Texas Central Grid.

#### CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown and described hereon.

Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-04



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not  
clearly legible for satisfactory recordation.

**EXHIBIT 3**

**Description of Lot 3**

**Charles O'Neal McCormick**

October 8, 2004  
Revised April 27, 2005  
STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Revision A

Field Notes to accompany a Survey Plat of a 16.759 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas.  
Prepared for Charles A. McCormick, without benefit of Title Commitment.

Being a 16.759 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portion of that same tract of land, described as 125.41 acres, (herein referred to as "Parent Tract"), in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Charles A. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, said 16.759 acres (henceforth to be known as "Tract 3") being further described herein by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found in the South line of the John Bailey Survey No 7, Abstract No. 55, and the North line of the John Caruthers Survey No. 6, Abstract No. 129, at the Southern most Southwest corner of a tract of land, described as 135.60 acres, in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Bryce P. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, in the Northern boundary line of a tract of land, described as "Tract Two", a 78.85 acre tract, in a Warranty Deed dated May 11, 2000, from Barry Lynn Bowden to B. L. & T. O. Bowden Living Trust, of record in Doc. No. 2001021161, Official Records of Williamson County, Texas, the Southeast corner of the 125.41 acre Parent Tract, and the Southeast corner of "Tract 2", surveyed this date, THENCE S 72°08'43" W, with the Northern boundary line of said "Tract Two", a 78.85 acre B. L. & T. O. Bowden Living Trust tract, a distance of 1,453.73 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southwest corner of said "Tract 2", surveyed this date, the Southeast corner of said "Tract 3" and TRUE POINT OF BEGINNING hereof;

THENCE S 72°08'43" W, continuing with the Northern boundary line of said "Tract Two", a 78.85 acre B. L. & T. O. Bowden Living Trust tract, a distance of 1,630.41 feet to a 1/2" iron rod found, in the East Right of Way of County Road No. 208, at the Southwest corner of the Parent Tract, and the Southwest corner hereof;

THENCE with the East Right of Way of County Road No. 208, the following seven (7) courses and distances:

1. N 8°07'43" E, a distance of 58.87 feet, to a 1/2" iron rod found, for angle point hereof;
2. N 18°20'02" E, a distance of 113.88 feet, to a 1/2" iron rod found, for angle point hereof;
3. N 23°40'31" E, a distance of 187.19 feet, to a fence corner post found, for angle point hereof;
4. N 20°04'10" E, a distance of 81.89 feet, to a 1/2" iron rod found, for angle point hereof;
5. N 13°06'22" E, a distance of 82.10 feet, to a 1/2" iron rod found, for angle point hereof;
6. N 38°03'10" E, a distance of 85.02 feet, to a 1/2" iron rod found, for angle point hereof; and
7. N 19°07'11" W, a distance of 33.68 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the intersection of the East Right of Way line of County Road No. 208, and the South Right of Way line of a 50.00 foot wide private roadway easement, for the Northwest corner hereof;

THENCE N 72°07'10" E, with the South Right of Way line of said 50.00 foot wide private roadway easement, a distance of 1,272.74 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northwest corner of said "Tract 2", surveyed this date, and the Northeast corner hereof;

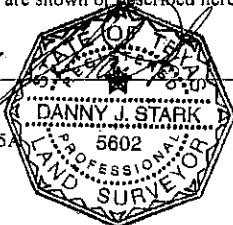
THENCE S 15°22'42" E, with the Western boundary line of said "Tract 2", surveyed this date, a distance of 502.33 feet, to the POINT OF BEGINNING hereof, and calculated to contain 16.759 acres.

The Basis of Bearing for this Survey is the State Plane Coordinate System, Texas Central Grid.

#### CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described hereon.

Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-05A



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

**EXHIBIT 4**

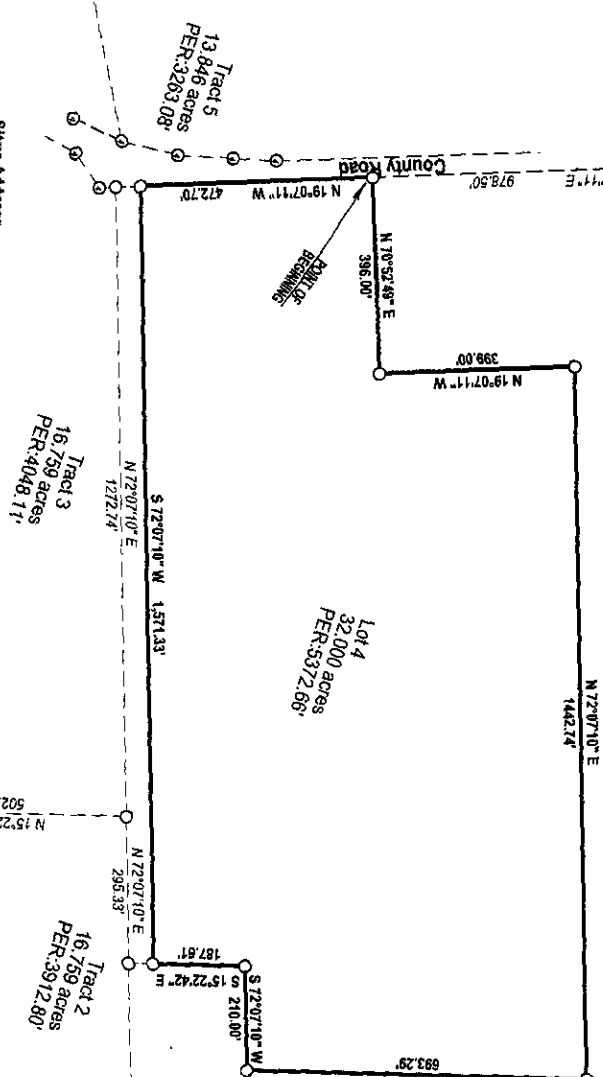
**Description of Lot 4**

**Patricia McCormick Mulvihill**

Site Address:  
County Road 208  
Williamson County, Texas  
Prepared for Charles McCormick  
Job # WILCO-0410-08A  
OCT 19, 2004  
Revised April 27, 2005

Deed per Vol. 264, Pg. 632. Deed Records of Williamson  
County, Texas. Dated Nov. 26, 1994.  
The Bearings recited herein are based on State Plane  
Coordinate System, Texas Central Gtd.

Charles A. McCormick  
2644532 O.R.W.C.T.  
(Remainder of 125.41 ac. Parent Tract)



**SURVEY PLAT OF 32,000 ACRES OUT OF THE  
JOHN BAILEY SURVEY NO. 7, ABSTRACT NO. 55  
IN WILLIAMSON COUNTY, TEXAS**

LEGEND

⊙	1/2" Iron Rod Found
○	1/2" Iron Rod Set
▲	60D Nail Found
—	Adjouter Line

Scale 1" = 300.00 Feet



**ABSTRACT SURVEYING**

650 Lyda Ranch Road  
Bertram, Texas, 78605  
Ph 512-756-4500  
Fx 512-756-0730

I, Danny J. Stark, do hereby certify that the foregoing Survey Plat was prepared from an actual survey made upon the ground, under my supervision, that the Records of said county, and surveys of area properties, that the corners and boundaries with marks, natural and artificial are as found & set on the ground, that discrepancies, conflicts, productions or intrusions, overlapping of improvements, or encroachments, visible to me are shown or described hereon, that said property has access to and from a public road.

Danny J. Stark, R.P.L.S. State of Texas No. 5602

**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not clearly legible for satisfactory recordation.



October 8, 2004  
Revised April 27, 2005  
STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Revision A

Field Notes to accompany a Survey Plat of a 32.000 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas.  
Prepared for Charles A. McCormick, without benefit of Title Commitment.

Being a 32.000 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portion of that same tract of land, described as 125.41 acres, (herein referred to as "Parent Tract"), in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Charles A. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, said 31.000 acres (henceforth to be known as "Tract 4") being further described herein by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found, in the East Right of Way of County Road No. 208, at the Western most Southwest corner of a tract of land, described as 135.60 acres, in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Bryce P. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, at the Northwest corner of the 125.41 acre Parent Tract, THENCE S 19°07'11" E, with the East Right of Way of County Road No. 208, and the Western boundary line of the Parent Tract, a distance of 978.50 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Western most Northwest corner and TRUE POINT OF BEGINNING hereof;

THENCE N 70°52'49" E, crossing into the Parent Tract, a distance of 396.00 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for a reentrant corner hereof;

THENCE N 19°07'11" W, a distance of 399.00 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northern most Northwest corner hereof;

THENCE N 72°07'10" E, a distance of 1,442.74 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the Western boundary line of "Tract 1", surveyed this date, for the Northeast corner hereof;

THENCE S 15°22'42" E, with the Western boundary line of said "Tract 1", surveyed this date, a distance of 693.29 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at a reentrant corner of said "Tract 1", surveyed this date, for the Eastern most Southeast corner hereof;

THENCE S 72°07'10" W, continuing with the Western boundary line of said "Tract 1", surveyed this date, a distance of 210.00 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for an angle point of said "Tract 1", surveyed this date, and a reentrant corner hereof;

THENCE S 15°22'42" E, continuing with the Western boundary line of said "Tract 1", surveyed this date, a distance of 187.61 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the Northeast corner of a 50.00 foot wide private roadway easement, and the Southern most Southeast corner hereof;

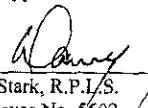
THENCE S 72°07'10" W, with the North Right of Way line of said 50.00 foot wide private roadway easement, a distance of 1,571.33 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the intersection of the East Right of Way of County Road No. 208 and the North Right of Way line of said 50.00 foot wide private roadway easement, for the Southwest corner hereof;

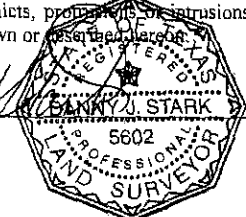
THENCE N 19°07'11" W, with the East Right of Way of County Road No. 208, a distance of 472.70 feet, to the POINT OF BEGINNING hereof, and calculated to contain 32.000 acres.

The Basis of Bearing for this Survey is the State Plane Coordinate System, Texas Central Grid.

CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described hereof.

  
Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-06A



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not clearly legible for satisfactory recordation.

**EXHIBIT 5**

**Description of East McCormick Ranch Road**

October 8, 2004  
Revised April 27, 2005  
STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Revision A

Being a 1.802 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portion of that same tract of land, described as 125.41 acres, (herein referred to as "Parent Tract", in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Charles A. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, said 1.802 acres, being further described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found, in the East Right of Way of County Road No. 208, at the Western most Southwest corner of a tract of land, described as 135.60 acres, in a Partition Deed dated November 26, 1994, from Charles A. McCormick, Madge McCormick Smith, Bryce P. McCormick, and Margaret McCormick Russell, to Bryce P. McCormick, of record in Volume 2644, Page 632, Official Records of Williamson County, Texas, at the Northwest corner of the 125.41 acre Parent Tract, THENCE S 19°07'11" E, with the East Right of Way of County Road No. 208, and the Western boundary line of the Parent Tract, at 978.50 feet, a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Western most Northwest corner of "Tract 4", surveyed this date, in all a distance of 1,451.20 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northeast corner this tract and TRUE POINT OF BEGINNING hereof;

THENCE N 72°07'10" E, with the Southern boundary line of said "Tract 4", surveyed this date, a distance of 1571.33 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the Northeast corner of said "Tract 4", surveyed this date, in the Western boundary line of "Tract 1", surveyed this date, and the Northeast corner hereof;

THENCE S 15°22'42" E, with the Western boundary line of said "Tract 1", surveyed this date, a distance of 50.05 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the Southwest corner of said "Tract 1", surveyed this date, in the Northern boundary line of "Tract 2", surveyed this date, and the Southeast corner hereof;


THENCE S 72°07'10" W, at 295.33 feet, a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northwest corner of said "Tract 2", surveyed this date, and the Northeast corner of "Tract 3", surveyed this date, in all a distance of 1,568.07 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the East Right of Way line of County Road No. 208, at the Northwest corner of said "Tract 3", surveyed this date, and the Southwest corner hereof;

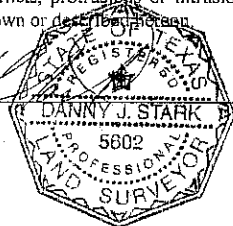
THENCE N 19°07'11" W, with the East Right of Way line of County Road No. 208, a distance of 50.01 feet to the POINT OF BEGINNING, and calculated to contain 1.802 acres.

The Basis of Bearing for this Survey is the State Plane Coordinate System, Texas Central Grid.

#### CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described hereon.

  
\_\_\_\_\_  
Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-03A



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not  
clearly legible for satisfactory recordation.

## Exhibit 6

### Rights of First Refusal

Rights of first refusal ("**Rights of First Refusal**") are hereby reserved by the Grantors in this Gift Deed, which Rights of First Refusal are reserved to Grantors, their heirs and assigns, and are to be perpetual and are binding on the Children's Property, and the Grantees in this Gift Deed, and their heirs and assigns, forever; and the Grantees hereby grant to the Grantors in this Gift Deed and to their heirs and assigns Rights of First Refusal on the terms set forth herein below.

(a) **Notice.** In the event the owner ("**Offeror**") of all or a portion of the Property (a "**Disposition Lot**") conveyed by this Gift Deed to the Grantees herein receives a *bona fide* offer, which Offeror is willing to accept (an "**Acceptable Offer**") to sell or otherwise dispose of a Disposition Lot to a third party, Offeror shall give the holder of the Rights of First Refusal (the "**Offeree**") notice containing the following items (the "**Notice of Terms**"): the terms and provisions of the Acceptable Offer, including the name and address and methods of contacting the proposed buyer or other transferee (respectively the "**Transferee**"); the price and other consideration offered by the Transferee) and if the Acceptable Offer involves the acquisition by the Transferee of more than the Disposition Lot, the price is to be fairly allocated between the Disposition Lot and the additional property being acquired by the Transferee (the "**Price**"); a current Commitment for Owner's Policy of Title Insurance naming the Offeree as the proposed insured in the amount of the First Refusal Price; and a copy of any other items furnished by Offeror to the Transferee concerning the proposed sale to the Transferee. The Offeree is authorized to contact the Transferee.

(b) **Option.** The Offeree shall have an irrevocable and exclusive option to elect to have a right of first refusal (the "**Option**") to purchase (or lease, if the disposition is a lease) the Disposition Lot for 60% of the Price (the "**First Refusal Price**") (Offeree shall have the right to substitute reasonably equivalent cash consideration for any non-cash consideration that constitutes all or a portion of the Acceptable Offer) and upon the same terms and provisions as the Acceptable Offer, as modified herein. The election to exercise the Option can be made by paying Offeror \$100 (the "**First Refusal Option Money**") in cash within 30 days of receipt by the Offeree of all items comprising the Notice of Terms. Offeree is to have access to the Property from and after receipt of the Notice of Terms in order to inspect the Disposition Lot, including conducting an environmental audit. Within 5 days of the Offeree's payment of the First Refusal Option Money, Offeror is to provide the Offeree with a copy of Offeror's records relating to the condition and use of the Disposition Lot, including any environmental audits, notices and orders from governmental authorities, and permits. Offeror is to provide the Offeree with a copy of all written communications between the Transferee and the Offeror and any notices or orders from governmental authorities within 5 days of receipt. If there ever is more than one Offeree, then if more than one of the Offerees desires to purchase the Disposition Lot, they shall "draw straws" (e.g., flip a coin) to determine which of them shall be the Offeree exercising the Right of First Refusal. The remaining Offerees shall use said method to determine the order of priority among such remaining members to be substituted as the Offeree exercising the Right of First Refusal, if said Offeree or its substitute(s) either abandon closing the purchase or fail to qualify for financing within the first 60 days of the First Refusal Exercise Term (as herein after defined).

In the event that the Offeree does not pay the First Refusal Option Money to Offeror within such 30-day period, then Offeror may proceed to close the transfer of the Disposition Lot to the Transferee, provided Offeror notifies the Offeree of the closing date and provides Offeree on or before the closing date a copy of the contract with the Transferee and all closing documents being executed by the parties.

(c) **First Refusal Exercise Term.** If the Offeree pays the First Refusal Option Money to Offeror, Offeree shall have a period of 120 days after such deposit (the "**First Refusal Exercise Term**") to close the acquisition of the Disposition Lot. The sales price to the Offeree for the Disposition Lot shall be the First Refusal Price and shall at the Offeree's election either be paid all cash to Offeror at the closing or upon the financing or deferred terms, if any, of the Acceptable Offer. In order for the Offeree to exercise the rights of first refusal with respect to the Disposition Lot, the Offeree must deposit within the First Refusal Exercise Term \$1,000 as earnest money with a title company selected by the Offeree to act as the escrow agent and as the title company for closing of the sale and issuance of the title insurance to

the Offeree ("**Escrow Agent**"). In the event that the Offeree defaults in the acquisition of the Disposition Lot, after exercising its right of first refusal, Offeror's sole remedy is to be paid the earnest money.

(d) **Representations and Warranties.** Offeror represents and warrants to the Offeree that (1) as of the closing of the transfer of the Disposition Lot to the Offeree, Offeror is the owner of the Disposition Lot, subject only to the Recorded Exceptions and except for such encumbrances as may be consented to in writing by the Offeree after the date of this Gift Deed, which consent shall not be unreasonably withheld (collectively the "**Permitted Exceptions**"); (2) if the transfer is a sale, the Offeree will receive good and indefeasible fee simple title to the Disposition Lot, free and clear of all liens and encumbrances except the Permitted Exceptions.

(e) **Deed and Closing.** The Deed from the Offeror, to the Offeree shall be a general warranty deed. The Deed is to be prepared by counsel for the Offeree and delivered by the Offeree to the Escrow Agent for signature by the parties. The closing shall occur within five 5 business days of the Offeree's deposit of the Price with the Escrow Agent. Offeror and Offeror shall execute and deliver all documents necessary or customary to close the transfer to the Offeree at the closing of the Disposition Lot to the Offeree, including affidavits by Offeror as to the lien-free status of the Disposition Lot, closing statements, resolutions, governmental good standing and existence certificates, and any other certificates required by the title company.

(f) **Closing Costs.** Offeror shall pay the following closing costs: ad valorem and personal property taxes accrued through the closing of the transfer to the Offeree; the premium for the owners title insurance policy; Escrow Agent's escrow fee; title company's charges for deletion of exceptions permitted to be deleted from the title policy by the State Board of Insurance; recording fees; survey costs, if any; and Offeror's attorneys' fees.

(g) **Continuation of Rights.** The Offeree's rights of first refusal continue in effect as to the Property binding upon Offeror and Transferee, their successors and assigns, and run with the Property, including as to any subsequent sale or other disposition or transfer of the Property or portion thereof or interest therein by such Transferee, and its successors and assigns, and as to the balance of the Property not transferred to a Transferee. Also, in the event that the Offeree fails to exercise its rights of first refusal as to a particular transaction, the Offeree's rights of first refusal do not terminate or expire, but the Disposition Lot, and each part thereof, continue to be burdened by, and any Transferee of the Disposition Lot acquires the Disposition Lot burdened by the rights of first refusal and the continuing rights of first refusal granted to the Offeree to thereafter acquire the Disposition Lot under the rights of first refusal in the event of a later disposition or transfer of the Disposition Lot or portion thereof or interest therein.

(h) **Survival.** If any provision of this right of first refusal violates the rules against perpetuities or any other rule, statute of law imposing time limits, notwithstanding anything herein to the contrary, such provision shall be deemed to remain in effect only until 21 years after the death of all of the descendants of the George W. Bush, President of the United States, who are living on the date of the execution of this Deed. Any purported sale, transfer or other disposition in violation of the rights of first refusal is voidable at the election of the Offeree; or at the Offeree's election, the Offeree shall have the right and option to acquire the Disposition Lot from the Transferee in any such purported sale, transfer or other disposition in violation of the rights of first refusal at the First Refusal Price and upon the terms herein provided. Notwithstanding anything herein to the contrary, the First Refusal Price shall be 100% of the Price if required by law in order for the First Refusal to be enforceable.

The Rights of First Refusal do not apply to intestate or testate dispositions or gifts.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2005034735

*Nancy E. Rister*

05/10/2005 12:15 PM

CARRILLO \$50.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

**AFTER RECORDING RETURN TO:**

William H. Locke, Jr.

④ Graves, Dougherty, Hearon & Moody  
401 Congress Ave., Suite 2200  
Austin, Texas 78701

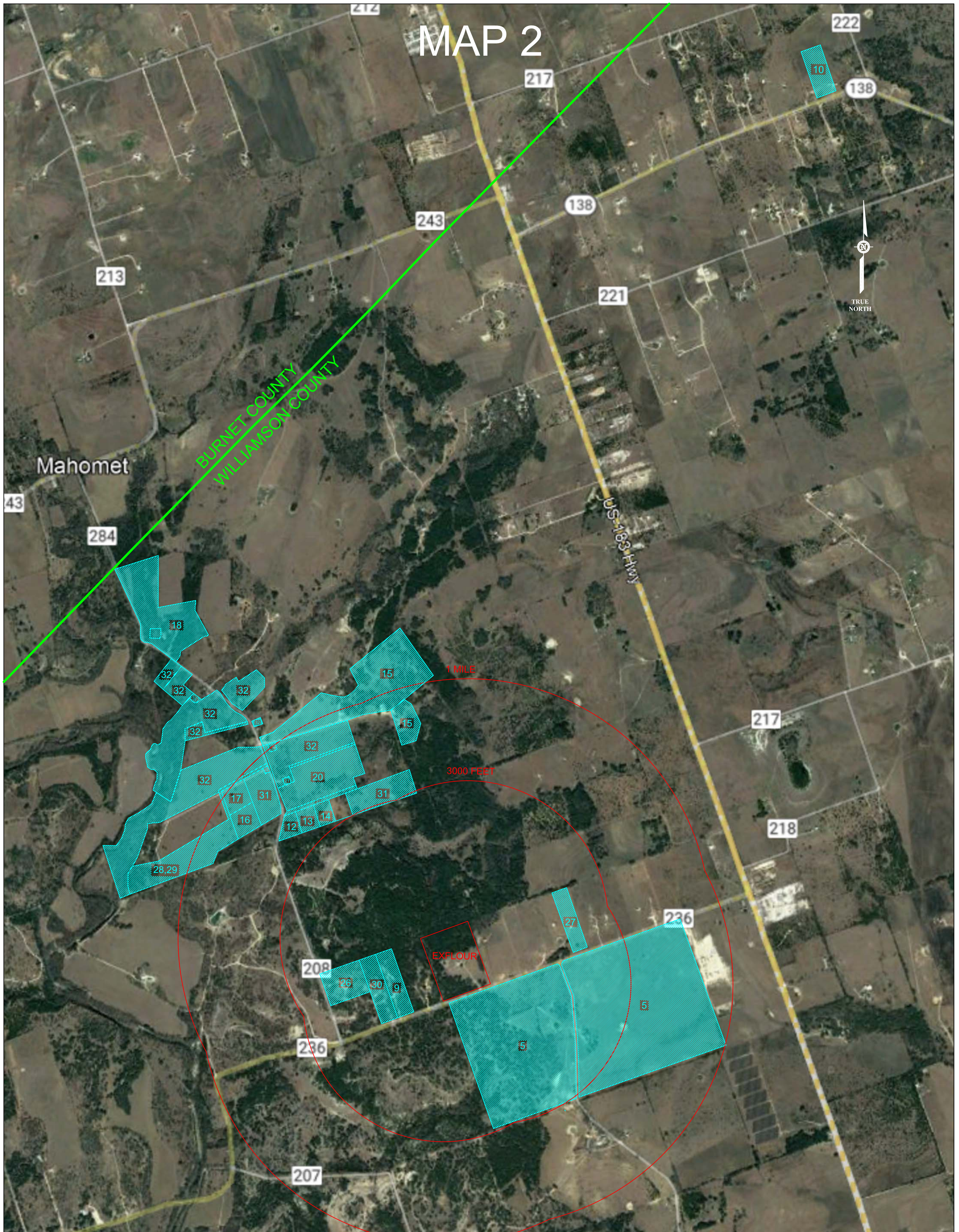
Telephone: (512) 480-5736

Telecopier: (512) 480-5837

Exhibit 3  
Exflour Map



# MAP 2



Mahomet

BURNET COUNTY  
WILLIAMSON COUNTY

US-163 Hwy

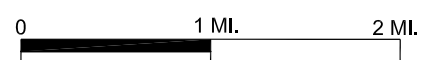
1 MILE

3000 FEET

EXFLOUR



30°47'28.3"N -97°54'11.52"W WGS84  
WILLIAMSON COUNTY, TEXAS



**WAID** ENVIRONMENTAL



Exhibit 4  
ED's Map

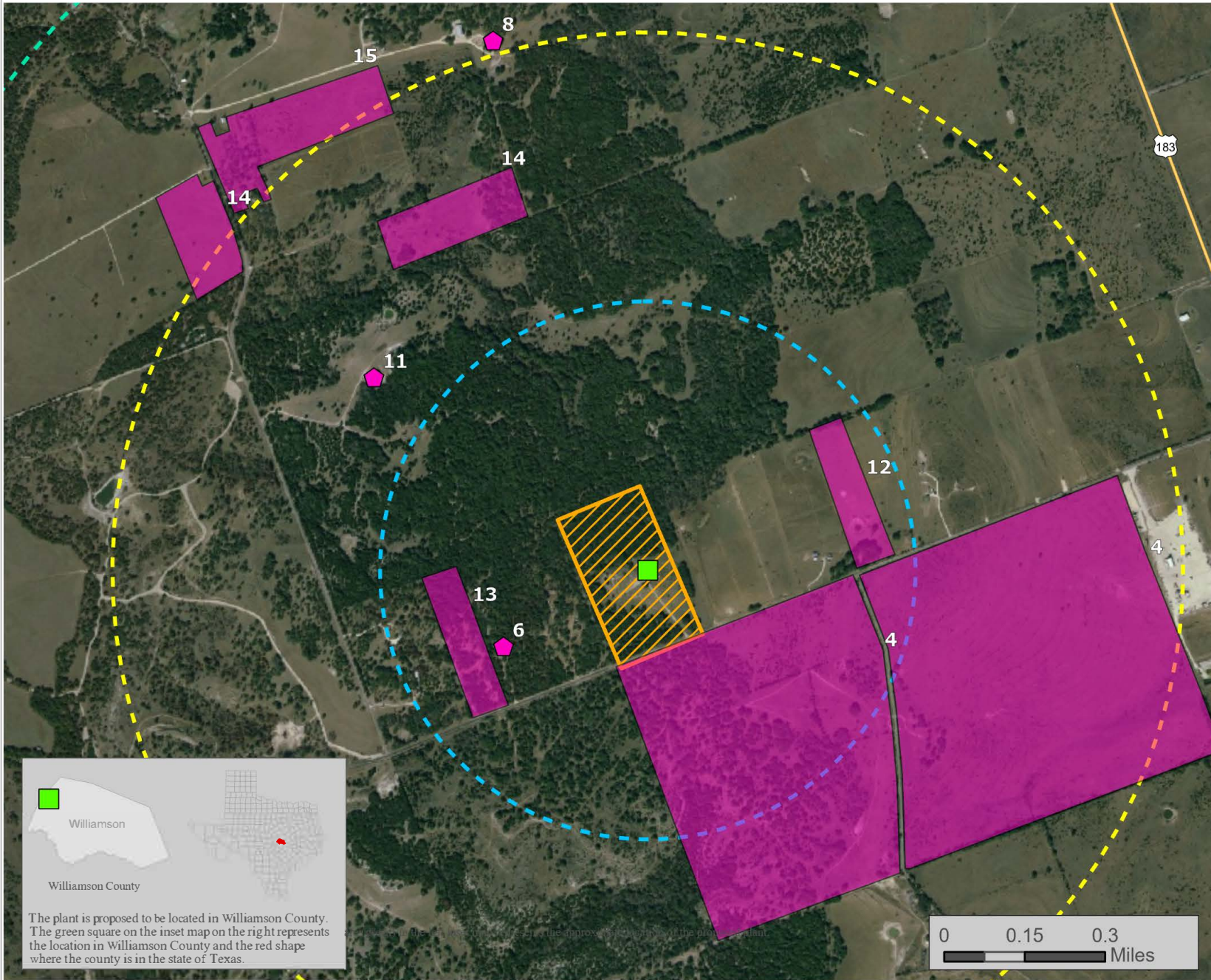
# EXFLUOR RESEARCH CORPORATION Air Quality Permit No. 165848



Protecting Texas by  
Reducing and  
Preventing Pollution

Map Requested by TCEQ Office of Legal Services  
for Commissioners' Agenda

Texas Commission on Environmental Quality  
GIS Team (Mail Code 197)  
P.O. Box 13087  
Austin, Texas 78711-3087  
Date: 11/1/2022  
CRF 0079610  
Cartographer: ABanda



- Plant
- ◆ Requestors (residences)
- ▭ Requestors (property)
- Property Line
- 0.5 Mile Radius
- 1.0 Mile Radius
- 1.5 Mile Radius
- County Boundary

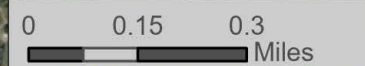
Please see Appendix A for a list of requestors and distances from the plant.

Source: The location of the facility was provided by the TCEQ Office of Legal Services (OLS). OLS obtained the site location information from the applicant and the requestor information from the requestor.

This map was generated by the Information Resources Division of the Texas Commission on Environmental Quality. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. For more information concerning this map, contact the Information Resource Division at (512) 239-0800.



The plant is proposed to be located in Williamson County. The green square on the inset map on the right represents the location in Williamson County and the red shape where the county is in the state of Texas.



# ATTACHMENT B



TCEQ DOCKET NO. 2022-1552-AIR

APPLICATION BY EXFLOUR  
RESEARCH CORPORATION  
FOR AIR QUALITY PERMIT  
NO. 165848 IN WILLIAMSON  
COUNTY, TEXAS

§  
§  
§  
§  
§

BEFORE THE  
TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY

DECLARATION OF MARGARET PEGGY ANNE MCCORMICK WARDLAW  
IN SUPPORT OF NORTH SAN GABRIEL ALLIANCE'S REPLY TO RESPONSES TO  
HEARING REQUESTS AND REQUESTS FOR RECONSIDERATION

1. My name is Margaret Ann McCormick Wardlaw. I am over eighteen (18) years of age and of sound mind, have never been convicted of a felony, and am otherwise capable of making this declaration. The facts stated in this declaration are within my personal knowledge and are true and correct.
2. I live at 19910 Park Ranch, San Antonio, TX 78259.
3. I also own an interest property in Williamson County, Texas near the property where Exflour Research Corporation proposes to build a special chemical manufacturing facility.
4. I am currently serving as a board member of the North San Gabriel Alliance and I am also a member of the Alliance.
5. I attended the public meeting held on the Exflour application for an air permit and I provided my oral comments at that meeting. I also submitted comments and a request for a contested case hearing in October 2022.
6. I own property in close proximity to the proposed Exflour facility. This property has been properly identified in Exflour's response to hearing requests as the properties numbered 28 and 29. Attached as **Exhibit 1** to this declaration is a copy of my deed for this property. Exhibit 1 is a true and correct copy of the deed.
7. I also have an interest in property owned by the McCormick Children's Family Limited Partnership. This property has been properly identified in Exflour's response to hearing requests as the property numbered 32. Attached as **Exhibit 2** is a copy of the deed for this property. Exhibit 2 is a true and correct copy of the deed.
8. The FLP is managed by the McCormick Children's FLP GP Inc., and I am one of the managers of the corporation. Attached as **Exhibit 3** is the documentation from the Secretary of State showing that the FLP Is managed by the corporation. **Exhibit 4** is

the certificate of formation from the corporation, showing that I am one of the managers of the corporation. Exhibits 3 and 4 are true and correct copies of these documents.

9. I am the same Margaret Peggy Ann McCormick Wardlaw who is identified in the Alliance's request for a contested case hearing on the air permit application by Exflor Research Corporation.

10. I authorized the attorney for the Alliance to identify me as a member in the requests for a contested hearing submitted on behalf of the Alliance.

My Name is Margaret Peggy Anne McCormick Wardlaw, my date of birth is December 27<sup>th</sup>, 1950, and my address is 19910 Park Ranch, San Antonio, TX 78259, United States of America.

**I declare under penalty of perjury that the foregoing is true and correct.**

Executed in Bexar County, State of Texas, on the 5th day of December, 2022.

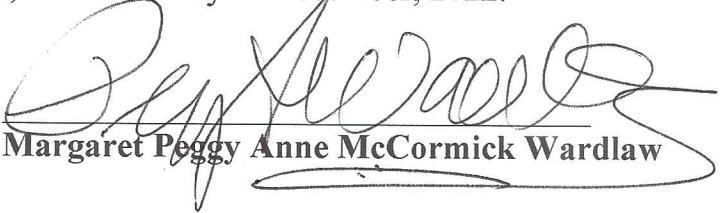
  
**Margaret Peggy Anne McCormick Wardlaw**

Exhibit 1  
Wardlaw Deed



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.

**GIFT DEED TO THE CHILDREN**

(McCormick Ranch West of County Road 208)

STATE OF TEXAS

§  
§  
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

**A. Conveyance.** THAT **Charles A. McCormick** and **Joyce O'Neal McCormick** (who together with their heirs and assigns are hereinafter called "**Grantors**"), in consideration of the love and affection I have for my children, four of whom are the respective Grantees herein, and other good and valuable consideration including each of the respective Grantee's agreement to abide by the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for McCormick Ranch (the "**Declaration**") executed by Grantors, which Declaration is found of record in the Official Records of Williamson County, Texas, and in consideration of the matters contained herein, have GIVEN AND GRANTED, and by these presents do hereby GIVE AND GRANT unto (1) each of my following four children, as their respective sole and separate property and estate (each of whom together with such child's heirs and assigns are respectively referred to herein as the "**Grantee**" as to the respective Lot conveyed to such child, and collectively as the "**Grantees**") the surface estate in and to the following real property, together with all rights and appurtenances thereunto belonging (collectively, the "**Children's Lots**" and the respective surface estate lot comprising the Children's Property as described on **Exhibits 1-4** below including all rights and appurtenances thereto belonging called a "**Lot**" and each Lot identified by numbers Lots 5 through 8 as identified in such exhibits):

Lot No.	Exhibit Description	Grantee
5	<b><u>Exhibit 1</u></b>	Hazel Roberta McCormick Williams (who together with her heirs and assigns is called the " <b>Lot 5 Owner</b> ")
6	<b><u>Exhibit 2</u></b>	Charles O'Neal McCormick (who together with her heirs and assigns is called the " <b>Lot 5 Owner</b> ")
7	<b><u>Exhibit 3</u></b>	Margaret (Peggy) Anne McCormick Wardlaw (who together with his heirs and assigns is called the " <b>Lot 7 Owner</b> ")
8	<b><u>Exhibit 4</u></b>	Ruth Jane McCormick Merton (who together with her heirs and assigns is called the " <b>Lot 8 Owner</b> ")

and (2) to the Grantees, as tenants in common in fee simple, as their respective sole and separate property and estate, the surface estate in and to the strip of land described in **Exhibit 5** connecting the Lots to County Road 208 (referred to herein as the "**West McCormick Ranch Road**") [collectively, the "**Children's Property**" or the "**Property**"].

**TO HAVE AND TO HOLD** the Property to the Grantees, each as the Grantee's sole and separate property and estate, and unto such Grantee's heirs and assigns, forever, subject to the Qualifications referenced herein.

**B. Qualifications.** This conveyance is made and accepted, subject to the following qualifications ("**Qualifications**"):

1. **Recorded Exceptions.** Any and all covenants, conditions, easements, agreements, reservations, rights of way, restrictions and other instruments relating to the Property, including interests in the mineral estate and rights derivative thereof, to the extent they are still in effect and are of record (collectively, the "**Recorded Exceptions**") including but not limited to the Declaration and the Articles of Incorporation, Bylaws and all Rules and Regulations now or hereafter adopted by the McCormick Ranch Property Owners' Association, Inc. (the "**Association**") pursuant thereto (collectively, the "**Regulations**"). Each Grantee agrees to assume and perform all obligations of Grantors under the Recorded Exceptions and the Regulations applicable to the respective Property conveyed to such Grantee.

2. **Survey Matters.** Visible and apparent easements, if any; any encroachments, protrusions, or overlapping of improvements; and any discrepancies, conflicts, shortages in area or boundary lines.

3. **Possessory Interests.** Rights of parties in possession and the existing rights of adjoining owners in any fences situated on a common boundary, whether of record or not.

4. **Laws and Regulations.** Such zoning or other restrictions upon the use of the Property as may be imposed by governmental authorities having jurisdiction thereof.

5. **Taxes.** The liens for all governmental assessments and ad valorem taxes for the year 2005 and all subsequent years; the payment of which are hereby assumed by the Grantee of each Property as to such Property, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which the respective Grantee assumes as to the Property conveyed to such Grantee.

6. **As Is.** Grantors convey the Property and each Grantee accepts the Property so conveyed to such Grantee "AS IS". GRANTORS MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OF THE PROPERTY, OR ANY PART THEREOF.

7. **Reservation of Minerals.** Grantors reserve unto themselves, their heirs and assigns, all of the oil, gas and other mineral substances, and/or deposits of any kind or character, whether similar or dissimilar, whether solid, liquid or gaseous, in or under or that may be mined, produced, removed, saved, or recovered from the Land (hereinafter being collectively referred to as the "**Minerals**"). The Minerals include without limitation by enumeration, all hydrocarbons, coal, lignite, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium, molybdenum, vanadium, titanium, and other fissionable materials, gold, silver, magnesium, iron, bauxite, geothermal energy (including hydrostatic pressure and thermal energy), hard rock minerals and base precious metals; and the term "gas" shall include helium, carbon dioxide, gaseous sulfur compounds, coal bed methane, and any other commercial gaseous substances, as well as natural gas and other "normal" hydrocarbon gases. Grantors release and relinquishes (such release and relinquishment being herein called the "**Surface Waiver**") unto the respective Grantee as a part of this conveyance to such Grantee of the Lot conveyed to such Grantee, all of Grantors' right to use the surface of the Lot and any portion of the Lot within the zone which is two hundred fifty feet (250') of the



surface of the Lot or such to greater depth as is necessary to avoid surface subsidence (the "**Surface**") for exploring, drilling for, mining and producing the Minerals, including releasing and relinquishing the right of ingress and egress in, over, under and across the Surface of the Lot for such purposes and releasing and relinquishing such Surface from operations in connection with mining, quarrying, exploring, drilling, testing, treating, processing, refining, producing, storing, transporting, completing, operation and/or developing of any of the Minerals or the erection of surface structures incident to such activities.

8. **Reservation of McCormick Ranch Road Expansions.** Grantors reserve unto themselves, and their heirs and assigns, an uninterrupted roadway right-of-way easement for access, ingress and egress in, over, along, under, above, and across strips of land 15' in width (the "**McCormick Ranch Road Expansions**") on each side of each of West McCormick Ranch Road, which reserved easement is conveyed by Grantors to the Association by Assignment recorded in the Official Records of Williamson County, Texas. The McCormick Ranch Road Expansions include both surface level, below surface level and above surface level easement rights for all purposes in connection with access to the McCormick Ranch, including surface level roadways and above and below surface level drainage and utilities. These reserved easement rights are to be assigned by Grantors to the Association, its successors and assigns. Upon request of the Association the owner of the area encumbered by this roadway right-of-way easement covenants to convey the fee title of the area to the Association by general warranty deed. This covenant is a covenant running with the land and is binding on each Grantee's heirs and assigns.

9. **Rights of First Refusal.** Grantors reserve unto themselves, their heirs and assigns, and there is hereby granted to Grantors, their heirs and assigns, by each of the Grantees herein and binding on them and their heirs and assigns, as owners of the Children's Property conveyed to them by this Gift Deed, rights of first refusal, as set out in **Exhibit 6** hereto, which Exhibit is incorporated herein by this reference for all purposes.

10. **Waiver by Grantees of Inequalities between the Lots.** It is agreed by the parties hereto that any liens that would arise in favor of any party by operation of law, by reason of the partition of the Children's Property into separate Lots, including but not limited to the failure of the acreage included within any of the separate Lots to equal the prorata share otherwise allocable to such party or the failure to allocate such Lots to the parties in accordance with the respective market value of such segregated Lots, shall not exist in favor of any party against any other party; and any and all implied liens so arising are expressly waived and released by the parties hereto.

11. **Reservation of Life Estate.** Grantors reserve the following rights in and to the Property for on during their lifetime: grazing of cattle, horses and other farm and ranch animals by themselves or by those authorized by them.

DATED as of the 29th day of April, 2005.

**GRANTORS:**

Charles A. McCormick  
Charles A. McCormick

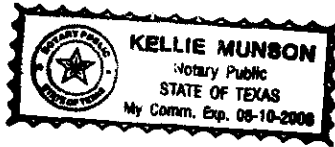
Joyce O'Neal McCormick  
Joyce O'Neal McCormick

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 29th day of April, 2005, by Charles A. McCormick.



Kellie Munson  
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 29th day of April, 2005, by Joyce O'Neal McCormick.



Kellie Munson  
NOTARY PUBLIC, State of Texas

**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not  
clearly legible for satisfactory recordation.

**EXHIBIT 1**

**Description of Lot 5**

**Hazel Roberta McCormick Williams**

October 8, 2004  
STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Field Notes to accompany a Survey Plat of a 13.846 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas.  
Prepared for Charles A. McCormick, without benefit of Title Commitment.

Being a 13.846 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portion of that same tract of land, described as 131.32 acres, (herein referred to as "Parent Tract"), in a Contract of Sale & Purchase, dated January 31, 1950, from the Veterans' Land Board of the State of Texas to Charles A. McCormick, of record in Volume 359, Page 455, Deed Records of Williamson County, Texas, said 13.846 acres (henceforth to be known as "Tract 5"), being further described herein by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found in the West Right of Way line of County Road No. 208, at the Northeast corner of a tract of land, described as 11.75 acres, in a Warranty Deed with Vendor's Lien dated June 1, 2001, from Russell Wayne Billieu, et al, to George V. Guerry and wife, Angela N. Guerry, of record in Doc No. 2001039462, Official Records of Williamson County, Texas, at the Southeast corner of the Parent Tract, and the Southeast corner hereof;

THENCE S 61°33'47" W, with the Northern boundary line of said 11.75 acre Guerry tract, a distance of 544.57 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for Southeast corner of "Tract 6", surveyed this date, and the Southwest corner hereof;

THENCE N 18°53'22" W, with the Eastern boundary line of said "Tract 6", surveyed this date, a distance of 1,071.37 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the South Right of Way line of a 50.00 foot wide private roadway easement, for the Northeast corner of said "Tract 6", surveyed this date, and the Northwest corner hereof;

THENCE N 62°53'29" E, with the South Right of Way line of a 50.00 foot wide private roadway easement, a distance of 471.66 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northern most Northeast corner hereof;

THENCE S 18°32'43" E, leaving the South Right of Way line of said 50.00 foot wide private roadway easement, a distance of 130.20 feet to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for a reentrant corner hereof;

THENCE N 71°06'01" E, a distance of 121.60 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the West Right of Way line of County Road No. 208, for the Eastern most Northeast corner hereof;

THENCE with the West Right of Way line of County Road No. 208, the following four (4) courses and distances:

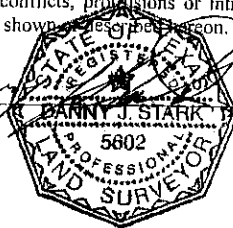
1. S 18°53'22" E, a distance of 603.91 feet to a 1/2" iron rod found, for angle point hereof;
2. S 13°41'05" E, a distance of 88.29 feet to a 1/2" iron rod found, for angle point hereof;
3. S 13°49'28" E, a distance of 113.75 feet to a 1/2" iron rod found, for angle point hereof; and
4. S 2°50'36" E, a distance of 117.73 feet, to the POINT OF BEGINNING hereof, and calculated to contain 13.846 acres.

The Basis of Bearing for this Survey is the State Plane Coordinate System, Texas Central Grid.

CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown and described hereon.

Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-07



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not  
clearly legible for satisfactory recordation.

**EXHIBIT 2**

**Description of Lot 6**

**Charles O'Neal McCormick**

October 8, 2004  
STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Field Notes to accompany a Survey Plat of a 13.846 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas.  
Prepared for Charles A. McCormick, without benefit of Title Commitment.

Being a 13.846 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portion of that same tract of land, described as 131.32 acres, (herein referred to as "Parent Tract"), in a Contract of Sale & Purchase, dated January 31, 1950, from the Veterans' Land Board of the State of Texas to Charles A. McCormick, of record in Volume 359, Page 455, Deed Records of Williamson County, Texas, said 13.846 acres (henceforth to be known as "Tract 6"), being further described herein by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found in the West Right of Way line of County Road No. 208, at the Northeast corner of a tract of land, described as 11.75 acres, in a Warranty Deed with Vendor's Lien dated June 1, 2001, from Russell Wayne Billieu, et al, to George V. Guerry and wife, Angela N. Guerry, of record in Doc No. 2001039462, Official Records of Williamson County, Texas, at the Southeast corner of the Parent Tract, and the Southeast corner of "Tract 5", surveyed this date, THENCE S 61°33'47" W, with the Northern boundary line of said 11.75 acre Guerry tract, a distance of 544.57 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southwest corner of said "Tract 5", surveyed this date, and the Southeast corner this tract, and the TRUE POINT OF BEGINNING hereof;

THENCE S 61°33'47" W, with the Northern boundary line of said 11.75 acre Guerry tract, a distance of 574.49 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Eastern most Southeast corner of "Tract 7", surveyed this date, and the Southwest corner hereof;

THENCE N 18°56'00" W, crossing into the Parent Tract, with the Eastern boundary line of said "Tract 7", surveyed this date, a distance of 476.83 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southern most Southeast corner of a 50.00 foot wide private roadway easement, for an angle point hereof;

THENCE N 16°26'14" W, with the East Right of Way line of said a 50.00 foot wide roadway easement, a distance of 612.29 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at a reentrant corner of said a 50.00 foot wide private roadway easement, and the Northwest corner hereof;

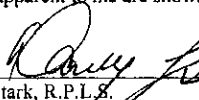
THENCE N 62°53'29" E, with the South Right of Way line of said a 50.00 foot wide private roadway easement, a distance of 546.31 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northwest corner of said "Tract 5", surveyed this date, and the Northeast corner hereof;

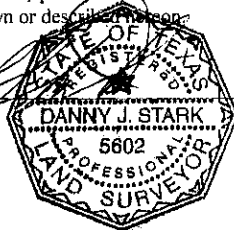
THENCE S 18°53'22" E, with the Western boundary line of said "Tract 5", surveyed this date, a distance of 1,071.37, to the POINT OF BEGINNING hereof, and calculated to contain 13.846 acres.

The Basis of Bearing for this Survey is the State Plane Coordinate System, Texas Central Grid.

CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described hereon.

  
\_\_\_\_\_  
Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-08



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not  
clearly legible for satisfactory recordation.

**EXHIBIT 3**

**Description of Lot 7**

**Margaret (Peggy) Anne McCormick Wardlaw**

October 8, 2004  
STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Field Notes to accompany a Survey Plat of a 30.227 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas.  
Prepared for Charles A. McCormick, without benefit of Title Commitment.

Being a 30.227 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portions of those same tracts of land, (herein referred to as "Parent Tract"), described as 131.32 acres, in a Contract of Sale & Purchase, dated January 31, 1950, from the Veterans' Land Board of the State of Texas to Charles A. McCormick, of record in Volume 359, Page 455, Deed Records of Williamson County, Texas, and 38.915 acres, in a Deed dated December 22, 1970, from Maude Allen McCormick, to Charles Allen McCormick, of record in Volume 532, Page 721, Deed Records of Williamson County, Texas, said 30.227 acres (henceforth to be known as "Tract 7"), being further described herein by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found in the West Right of Way line of County Road No. 208, at the Northeast corner of a tract of land, described as 11.75 acres, in a Warranty Deed with Vendor's Lien dated June 1, 2001, from Russell Wayne Billieu, et al, to George V. Guerry and wife, Angela N. Guerry, of record in Doc No. 2001039462, Official Records of Williamson County, Texas, at the Southeast corner of the 131.32 acre portion of the Parent Tract, and the Southeast corner of "Tract 5", surveyed this date, THENCE S 61°33'47" W, with the Northern boundary line of said 11.75 acre Guerry tract, at 544.57 feet, at 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southwest corner of said "Tract 5", surveyed this date, and the Southeast corner of "Tract 6", surveyed this date, in all a distance of 1,119.07 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southwest corner of said "Tract 6", surveyed this date, and the Eastern most Southeast corner this tract, and the TRUE POINT OF BEGINNING hereof;

THENCE S 61°31'01" W, with the Northern boundary line of said 11.75 acre Guerry tract, a distance of 510.23 feet, to a 1/2" iron rod found, at the Northwest corner of said 11.75 acre Guerry tract, and a reentrant corner hereof;

THENCE S 24°35'00" W, with the Western boundary line of said 11.75 acre Guerry tract, a distance of 290.90 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the Southwest corner of said 11.75 acre Guerry tract, in the Northern boundary line of a tract of land, described as 99.44 acres, in a Warranty Deed dated October 27, 1987, from Emile Jamail to R. Emmett Cater, Trustee, of record in Volume 1598, Page 443, Official Records of Williamson County, Texas, and the Southern most Southeast corner hereof;

THENCE S 72°10'06" W, with the Northern boundary line of said 99.44 acre R. Emmett Cater tract, a distance of 1,159.63 feet, to a fence corner post found, at the Southwest corner of the 131.32 acre portion of the Parent Tract, and the Southeast corner of the 38.915 acre portion of the Parent Tract, for an angle point hereof;

THENCE S 71°42'43" W, continuing with the Northern boundary line of said 99.44 acre R. Emmett Cater tract, a distance of 735.34 feet, to a 60d nail found, for the Southwest corner hereof;

THENCE crossing into the Parent Tract, the following three (3) courses and distances:

1. N 9°18'34" W, a distance of 221.42 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for angle point hereof;
2. N 3°06'59" E, a distance of 206.31 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for angle point hereof; and
3. N 32°34'14" E, a distance of 172.74 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southwest corner of "Tract 8", surveyed this date, and the Northwest corner hereof;

THENCE N 78°46'27" E, with the Southern boundary line of said "Tract 8", surveyed this date, a distance of 574.86 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the Eastern boundary line of the 38.915 acre portion of the Parent Tract, and the Western boundary line of the 131.32 acre portion of the Parent Tract, for angle point hereof;

THENCE N 61°18'30" E, continuing with the Southern boundary line of said "Tract 8", surveyed this date, a distance of 1,753.45 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the Southwest corner of a 50.00 foot wide roadway easement, for an angle point hereof;

THENCE N 65°46'02" E, with the Southern end of said 50.00 foot wide roadway easement, a distance of 50.97 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the Western boundary line of "Tract 6", surveyed this date, at the Southern most Southeast corner of said 50.00 foot wide roadway easement, and the Northeast corner hereof;

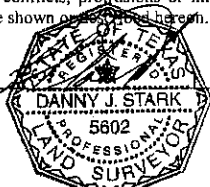
THENCE S 18°56'00" E, with the Western boundary line of said "Tract 6", surveyed this date, a distance of 476.83 feet, to the POINT OF BEGINNING hereof, and calculated to contain 30.227 acres.

The Basis of Bearing for this Survey is the State Plane Coordinate System, Texas Central Grid.

#### CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown on the plat hereon.

Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-09



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

**RECORDERS MEMORANDUM**  
All or parts of the text on this page was not  
clearly legible for satisfactory recordation.



**EXHIBIT 4**

**Description of Lot 8**

**Ruth Jane McCormick Merton**

October 8, 2004  
Rev. November 16, 2004  
STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Rev. A

Field Notes to accompany a Survey Plat of a 31.108 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas.  
Prepared for Charles A. McCormick, without benefit of Title Commitment.

Being a 31.108 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portions of those same tracts of land, (herein referred to as "Parent Tract"), described as 131.32 acres, in a Contract of Sale & Purchase, dated January 31, 1950, from the Veterans' Land Board of the State of Texas to Charles A. McCormick, of record in Volume 359, Page 455, Deed Records of Williamson County, Texas, and 38.915 acres, in a Deed dated December 22, 1970, from Maude Allen McCormick, to Charles Allen McCormick, of record in Volume 532, Page 721, Deed Records of Williamson County, Texas, said 31.108 acres (henceforth to be known as "Tract 8"), being further described herein by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found in the West Right of Way line of County Road No. 208, at the Northeast corner of a tract of land, described as 11.75 acres, in a Warranty Deed with Vendor's Lien dated June 1, 2001, from Russell Wayne Billieu, et al, to George V. Guerry and wife, Angela N. Guerry, of record in Doc No. 2001039462, Official Records of Williamson County, Texas, at the Southeast corner of the 131.32 acre portion of the Parent Tract, and the Southeast corner "Tract 5", surveyed this date, THENCE S 61°33'47" W, with the Northern boundary line of said 11.75 acre Guerry tract, at 544.57 feet, at 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southwest corner of said "Tract 5", surveyed this date, and the Southeast corner of "Tract 6", surveyed this date, in all a distance of 1,119.07 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the Southwest corner of said "Tract 6", surveyed this date, and the Eastern most Southeast corner of "Tract 7", surveyed this date, and N 18°56'00" W, with the common boundary line of said "Tract 6" and said "Tract 7", both surveyed this date, a distance of 476.83, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the Northeast corner of said "Tract 7", surveyed this date, at the Southern most Southeast corner of said 50.00 foot wide private roadway easement, and S 65°46'02" W, with the Southern end of said 50.00 foot wide private roadway easement, and the Northern boundary line of said "Tract 7", surveyed this date, a distance of 50.97 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", at the Southwest corner of said 50.00 foot wide private roadway easement, the Southeast corner of this tract, and the TRUE POINT OF BEGINNING hereof;

THENCE S 61°18'30" W, continuing with the Northern boundary line of said "Tract 7", surveyed this date, a distance of 1,753.45 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the Western boundary line of the 131.32 acre portion of the Parent Tract, and the Eastern boundary line of the 38.915 acre portion of the Parent Tract, for an angle point hereof;

THENCE S 78°46'27" W, continuing with the Northern boundary line of said "Tract 7", surveyed this date, a distance of 574.86 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southwest corner hereof;

THENCE N 32°34'14" E, a distance of 172.74 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for angle point hereof;

THENCE N 21°27'35" E, a distance of 716.29 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northwest corner hereof;

THENCE N 5°28'45" E, a distance of 112.14 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for an angle point hereof;

THENCE N 89°50'43" E, a distance of 195.25 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for an angle point hereof;

THENCE N 74°18'59" E, a distance of 142.79 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the Eastern boundary line of the 38.915 acre portion of the Parent Tract and the Western boundary line of the 131.32 acre portion of the Parent Tract, for an angle point hereof;

THENCE N 64°51'29" E, a distance of 1,359.54 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", in the West Right of Way line of said 50.00 foot wide roadway easement, for the Northeast corner hereof;

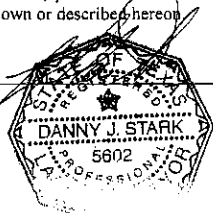
THENCE S 16°26'14" E, with the West Right of Way line of said 50.00 foot wide roadway easement, a distance of 610.74 feet, to the POINT OF BEGINNING hereof, and calculated to contain 31.108 acres.

The Basis of Bearing for this Survey is the State Plane Coordinate System, Texas Central Grid.

CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described hereon

Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-10a



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

**EXHIBIT 5**

**Description of West McCormick Ranch Road**

October 8, 2004  
Rev. November 16, 2004

Rev. A

STATE OF TEXAS:  
COUNTY OF WILLIAMSON:

Being a 2.075 acre tract of land out of the John Bailey Survey No. 7, Abstract No. 55, in Williamson County, Texas, and being a portion of that same tract of land, described as 131.32 acres, (herein referred to as "Parent Tract"), in a Contract of Sale & Purchase, dated January 31, 1950, from the Veterans' Land Board of the State of Texas to Charles A. McCormick, of record in Volume 359, Page 455, Deed Records of Williamson County, Texas, said 2.075 acres, being further described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found, in the West Right of Way of County Road No. 208, at the Northeast corner of the 131.32 acre Parent Tract, THENCE S 18°55'47" E, with the West Right of Way of County Road No. 208, and the Eastern boundary line of the Parent Tract, a distance of 396.07 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northeast corner this tract and TRUE POINT OF BEGINNING hereof;

THENCE S 18°55'47" E, continuing with the West Right of Way of County Road No. 208, a distance of 50.57 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Eastern most Southeast corner of this tract;

THENCE S 71°30'47" W, crossing into the Parent Tract, a distance of 121.29 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northern most Northeast corner of "Tract 5", surveyed this date, for angle point hereof;

THENCE S 62°53'29" W, at 471.66 feet, a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northwest corner of said "Tract 5", surveyed this date, and the Northeast corner of "Tract 6", surveyed this date, in all a distance of 1,017.97 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northwest corner of said "Tract 6", surveyed this date, and a reentrant corner hereof;

THENCE S 16°26'14" E, with the Western boundary line of said "Tract 6", surveyed this date, a distance of 612.29 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northeast corner of "Tract 7", surveyed this date, and the Southern most Southeast corner hereof;

THENCE S 65°46'02" W, with the Northern boundary line of said "Tract 7", surveyed this date, a distance of 50.97 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Southeast corner of "Tract 8", surveyed this date, and the Southwest corner hereof;

THENCE N 16°26'14" W, at 610.74 feet, a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northeast corner of said "Tract 8", surveyed this date, in all a distance of 660.57 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for the Northwest corner hereof;

THENCE N 62°53'29" E, a distance of 1067.46 feet, to a 1/2" iron rod set with plastic cap stamped "DJS-5602", for angle point hereof;

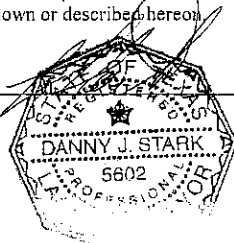
THENCE S 71°30'47" E, a distance of 120.95 feet, to the POINT OF BEGINNING, and calculated to contain 2.075 acres.

The Basis of Bearing for this Survey is the State Plane Coordinate System, Texas Central Grid.

#### CERTIFICATE

I, Danny J. Stark, hereby certify that the foregoing Field Notes and accompanying Survey Plat were prepared from an actual survey made upon the ground, the Records of said county, and surveys of area properties, that the corners and boundaries with marks natural and artificial are as found or set on the ground, that discrepancies, conflicts, protrusions or intrusions, overlapping of improvements, easements, visible or apparent to me are shown or described hereon.

Danny J. Stark, R.P.L.S.  
State of Texas No. 5602  
Job No. WILCO-0410-10a



ABSTRACT SURVEYING  
650 Lyda Ranch Road, Bertram, TX 78605  
Ph 512-756-4500/Fx 512-756-0730

## Exhibit 6

### Rights of First Refusal

Rights of first refusal ("**Rights of First Refusal**") are hereby reserved by the Grantors in this Gift Deed, which Rights of First Refusal are reserved to Grantors, their heirs and assigns, and are to be perpetual and are binding on the Children's Property, and the Grantees in this Gift Deed, and their heirs and assigns, forever; and the Grantees hereby grant to the Grantors in this Gift Deed and to their heirs and assigns Rights of First Refusal on the terms set forth herein below.

(a) **Notice.** In the event the owner ("**Offeror**") of all or a portion of the Property (a "**Disposition Lot**") conveyed by this Gift Deed to the Grantees herein receives a *bona fide* offer, which Offeror is willing to accept (an "**Acceptable Offer**") to sell or otherwise dispose of a Disposition Lot to a third party, Offeror shall give the holder of the Rights of First Refusal (the "**Offeree**") notice containing the following items (the "**Notice of Terms**"): the terms and provisions of the Acceptable Offer, including the name and address and methods of contacting the proposed buyer or other transferee (respectively the "**Transferee**"); the price and other consideration offered by the Transferee) and if the Acceptable Offer involves the acquisition by the Transferee of more than the Disposition Lot, the price is to be fairly allocated between the Disposition Lot and the additional property being acquired by the Transferee (the "**Price**"); a current Commitment for Owner's Policy of Title Insurance naming the Offeree as the proposed insured in the amount of the First Refusal Price; and a copy of any other items furnished by Offeror to the Transferee concerning the proposed sale to the Transferee. The Offeree is authorized to contact the Transferee.

(b) **Option.** The Offeree shall have an irrevocable and exclusive option to elect to have a right of first refusal (the "**Option**") to purchase (or lease, if the disposition is a lease) the Disposition Lot for 60% of the Price (the "**First Refusal Price**") (Offeree shall have the right to substitute reasonably equivalent cash consideration for any non-cash consideration that constitutes all or a portion of the Acceptable Offer) and upon the same terms and provisions as the Acceptable Offer, as modified herein. The election to exercise the Option can be made by paying Offeror \$100 (the "**First Refusal Option Money**") in cash within 30 days of receipt by the Offeree of all items comprising the Notice of Terms. Offeree is to have access to the Property from and after receipt of the Notice of Terms in order to inspect the Disposition Lot, including conducting an environmental audit. Within 5 days of the Offeree's payment of the First Refusal Option Money, Offeror is to provide the Offeree with a copy of Offeror's records relating to the condition and use of the Disposition Lot, including any environmental audits, notices and orders from governmental authorities, and permits. Offeror is to provide the Offeree with a copy of all written communications between the Transferee and the Offeror and any notices or orders from governmental authorities within 5 days of receipt. If there ever is more than one Offeree, then if more than one of the Offerees desires to purchase the Disposition Lot, they shall "draw straws" (e.g., flip a coin) to determine which of them shall be the Offeree exercising the Right of First Refusal. The remaining Offerees shall use said method to determine the order of priority among such remaining members to be substituted as the Offeree exercising the Right of First Refusal, if said Offeree or its substitute(s) either abandon closing the purchase or fail to qualify for financing within the first 60 days of the First Refusal Exercise Term (as herein after defined).

In the event that the Offeree does not pay the First Refusal Option Money to Offeror within such 30-day period, then Offeror may proceed to close the transfer of the Disposition Lot to the Transferee, provided Offeror notifies the Offeree of the closing date and provides Offeree on or before the closing date a copy of the contract with the Transferee and all closing documents being executed by the parties.

(c) **First Refusal Exercise Term.** If the Offeree pays the First Refusal Option Money to Offeror, Offeree shall have a period of 120 days after such deposit (the "**First Refusal Exercise Term**") to close the acquisition of the Disposition Lot. The sales price to the Offeree for the Disposition Lot shall be the First Refusal Price and shall at the Offeree's election either be paid all cash to Offeror at the closing or upon the financing or deferred terms, if any, of the Acceptable Offer. In order for the Offeree to exercise the rights of first refusal with respect to the Disposition Lot, the Offeree must deposit within the

First Refusal Exercise Term \$1,000 as earnest money with a title company selected by the Offeree to act as the escrow agent and as the title company for closing of the sale and issuance of the title insurance to the Offeree ("**Escrow Agent**"). In the event that the Offeree defaults in the acquisition of the Disposition Lot, after exercising its right of first refusal, Offeror's sole remedy is to be paid the earnest money.

(d) **Representations and Warranties.** Offeror represents and warrants to the Offeree that (1) as of the closing of the transfer of the Disposition Lot to the Offeree, Offeror is the owner of the Disposition Lot, subject only to the Recorded Exceptions and except for such encumbrances as may be consented to in writing by the Offeree after the date of this Gift Deed, which consent shall not be unreasonably withheld (collectively the "**Permitted Exceptions**"); (2) if the transfer is a sale, the Offeree will receive good and indefeasible fee simple title to the Disposition Lot, free and clear of all liens and encumbrances except the Permitted Exceptions.

(e) **Deed and Closing.** The Deed from the Offeror, to the Offeree shall be a general warranty deed. The Deed is to be prepared by counsel for the Offeree and delivered by the Offeree to the Escrow Agent for signature by the parties. The closing shall occur within five 5 business days of the Offeree's deposit of the Price with the Escrow Agent. Offeror and Offeror shall execute and deliver all documents necessary or customary to close the transfer to the Offeree at the closing of the Disposition Lot to the Offeree, including affidavits by Offeror as to the lien-free status of the Disposition Lot, closing statements, resolutions, governmental good standing and existence certificates, and any other certificates required by the title company.

(f) **Closing Costs.** Offeror shall pay the following closing costs: ad valorem and personal property taxes accrued through the closing of the transfer to the Offeree; the premium for the owners title insurance policy; Escrow Agent's escrow fee; title company's charges for deletion of exceptions permitted to be deleted from the title policy by the State Board of Insurance; recording fees; survey costs, if any; and Offeror's attorneys' fees.

(g) **Continuation of Rights.** The Offeree's rights of first refusal continue in effect as to the Property binding upon Offeror and Transferee, their successors and assigns, and run with the Property, including as to any subsequent sale or other disposition or transfer of the Property or portion thereof or interest therein by such Transferee, and its successors and assigns, and as to the balance of the Property not transferred to a Transferee. Also, in the event that the Offeree fails to exercise its rights of first refusal as to a particular transaction, the Offeree's rights of first refusal do not terminate or expire, but the Disposition Lot, and each part thereof, continue to be burdened by, and any Transferee of the Disposition Lot acquires the Disposition Lot burdened by the rights of first refusal and the continuing rights of first refusal granted to the Offeree to thereafter acquire the Disposition Lot under the rights of first refusal in the event of a later disposition or transfer of the Disposition Lot or portion thereof or interest therein.

(h) **Survival.** If any provision of this right of first refusal violates the rules against perpetuities or any other rule, statute of law imposing time limits, notwithstanding anything herein to the contrary, such provision shall be deemed to remain in effect only until 21 years after the death of all of the descendants of the George W. Bush, President of the United States, who are living on the date of the execution of this Deed. Any purported sale, transfer or other disposition in violation of the rights of first refusal is voidable at the election of the Offeree; or at the Offeree's election, the Offeree shall have the right and option to acquire the Disposition Lot from the Transferee in any such purported sale, transfer or other disposition in violation of the rights of first refusal at the First Refusal Price and upon the terms herein provided. Notwithstanding anything herein to the contrary, the First Refusal Price shall be 100% of the Price if required by law in order for the First Refusal to be enforceable.

The Rights of First Refusal do not apply to intestate or testate dispositions or gifts.

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2005036490

*Nancy E. Rister*

05/17/2005 09:30 AM

MARY \$46.00

NANCY E. RISTER, COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

**AFTER RECORDING RETURN TO:**

William H. Locke, Jr.

① Graves, Dougherty, Hearon & Moody  
404 Congress Ave., Suite 2200 PO Box 98  
Austin, Texas 78701 78767-0098

Telephone: (512) 480-5736

Telecopier: (512) 480-5837

Exhibit 2  
Deed for the Property





A4

**DEED TO THE McCORMICK CHILDREN'S FAMILY LIMITED PARTNERSHIP**

STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

KNOW ALL PERSONS BY THESE PRESENTS:

**A.    Conveyance.** THAT **Charles A. McCormick** and **Joyce O'Neal McCormick** (who together with their heirs and assigns are hereinafter called "**Grantors**" or "**Grantor**"), in consideration of the love and affection we have for one or more of our children, the limited partners of the limited partnership created by the McCormick Children's Family Limited Partnership Agreement entered into by the Grantors herein as the general partner and one or more of our children as the limited partners creating the "**McCormick Children's Family Limited Partnership**" and other consideration including in consideration of the matters contained herein, have GIVEN AND GRANTED, and by these presents do hereby GIVE AND GRANT unto the **McCormick Children's Family Limited Partnership**, a Texas limited partnership (referred to herein as the "**Grantee**") whose address is 4306 Miramar Drive, Georgetown, Texas 78628-1358, (1) the property described on **Exhibit A**, together with all rights and appurtenances thereunto belonging (collectively, the "**Partnership's Property**"), (2) the Rights of First Refusal reserved by Charles A. McCormick in the Gift Deeds to the Children dated April 29, 2005 and recorded under Clerk's Document # 2005034735 and 2005036490 in the Official Records for Williamson County, Texas, which Gift Deeds to the Children conveyed to one or more of the children of Charles A. McCormick and Joyce O'Neal McCormick a tract or tracts (the "**Children's Property**"), subject to the reservation of (a) the mineral estate thereto (the "**Mineral Estate**") and (b) a right of first refusal therein created (the "**Right of First Refusal**") in favor of Charles A. McCormick and contemplated to be assigned to the McCormick Children's Family Limited Partnership and (3) the Mineral Estate reserved by Charles A. McCormick in the Gift Deeds to the Children recorded in the Official Records for Williamson County, Texas.

**TO HAVE AND TO HOLD** the Partnership's Property unto Grantee and such Grantee's successors and assigns, forever, subject to the Qualifications referenced herein.

**B.    Qualifications.** This conveyance is made and accepted, subject to the following qualifications ("**Qualifications**"):

1.    Recorded and Other Matters. Any and all covenants, conditions, easements, agreements, reservations, rights of way, restrictions and other instruments relating to the Partnership's Property, including interests in the mineral estate and rights derivative thereof, to the extent they are still in effect and are of record (collectively, the "**Exceptions**"). Grantee agrees to assume and perform all obligations of Grantors under the Exceptions applicable to the Partnership's Property.

2.    Survey Matters. Visible and apparent easements, if any; any encroachments, protrusions, or overlapping of improvements; and any discrepancies, conflicts, shortages in area or boundary lines.

3.    Possessory Interests. Rights of parties in possession and the existing rights of adjoining owners in any fences situated on a common boundary, whether of record or not.

4.    Laws and Regulations. Such zoning or other restrictions upon the use of the Partnership's Property as may be imposed by governmental authorities having jurisdiction thereof.

5.    Taxes. The liens for all governmental assessments and ad valorem taxes; the payment of which are hereby assumed by Grantee, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

6. **As Is.** Grantors convey the Partnership's Property and Grantee accepts the Partnership's Property "AS IS". GRANTORS MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OF THE PROPERTY, OR ANY PART THEREOF.

7. **Restrictions.** Attached hereto as **Exhibit B** are restrictive covenants, which are hereby imposed by Grantors, on the Property as covenants running with the land, binding on Grantee, its successors and assigns, and which are enforceable by the McCormick Ranch Property Owners' Association, Inc. on behalf of the owners of the Children's Property.

DATED as of the 5<sup>th</sup> day of October, 2006.

**GRANTORS:**

*Charles A. McCormick*

Charles A. McCormick

*Joyce O'Neal McCormick*

Joyce O'Neal McCormick

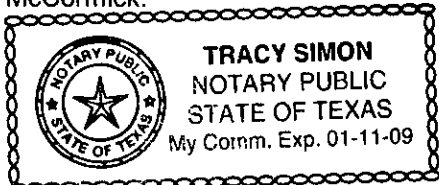
STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

*WILLIAMSON*

This instrument was acknowledged before me on the 05 day of October, 2006, by Charles A. McCormick.



*Tracy Simon*  
NOTARY PUBLIC, State of Texas

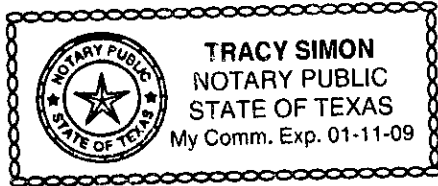
STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

*WILLIAMSON*

This instrument was acknowledged before me on the 05 day of October, 2006, by Joyce O'Neal McCormick.



*Tracy Simon*  
NOTARY PUBLIC, State of Texas

**EXHIBIT A**

**Partnership's Property**

All of the property conveyed to Charles A. McCormick and any property conveyed to Charles A. McCormick and Joyce O'Neal McCormick, each to the extent in the John Bailey Survey No. 7, Abstract No. 55, Williamson County, Texas, including the property conveyed to Charles A. McCormick described in the following instruments:

1. Partition Deed dated November 26, 1994 recorded in Volume 2644, Page 632, Official Records, Williamson County, Texas;
2. Contract of Sale & Purchased from the Veteran's Land Board dated January 31, 1950 recorded in Volume 359, Page 455, Deed Records, Williamson County, Texas;
3. Deed dated December 22, 1970 recorded in Volume 532, Page 721, Deed Records, Williamson County, Texas; and
4. Deed recorded in Volume 397, Page 141, Deed Records, Williamson County, Texas;

SAVE AND EXCEPT the portions thereof conveyed by the Gift Deeds to the Children dated April 29, 2005 and recorded under Clerk's Document # 2005034735 and 2005036490, as corrected, in the Official Records for Williamson County, Texas.

**EXHIBIT B**

**Restrictions**

No mobile or manufactured homes shall be parked or placed on the Partnership Property or used as a residence, either temporary or permanent, at any time provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, workmen, and foremen during actual construction may be maintained for the duration of the construction but not to exceed a period of 1 year without obtaining the approval of the Board of Directors of the McCormick Ranch Property Owners' Association, Inc. for extending past 1 year.

**AFTER RECORDING RETURN TO:**

William H. Locke, Jr.  
Graves, Dougherty, Hearon & Moody  
401 Congress, Suite 2200  
Austin, Texas 78701

Telephone: (512) 480-5736  
Telecopier: (512) 480-5837

**GRANTEE'S ADDRESS:**

c/o Charles A. McCormick  
4306 Miramar Drive  
Georgetown, Texas 78638-1358

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS 2008001012

*Nancy E. Rister*

01/03/2008 10:41 AM

PHERBRICH \$36.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

## Exhibit 3

# Secretary of State Document



Comptroller of Public Accounts FORM 05-102 (Rev.9-11/30)

# Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report **MUST** be signed and filed to satisfy franchise tax requirements

■ Tcode 13196 Franchise

■ Taxpayer number

■ Report year

You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381 or (512) 463-4600.

3 2 0 3 5 1 1 0 3 1 4

2 0 2 0

Taxpayer name <b>MCCORMICK CHILDREN'S FAMILY LIMITED PARTNERSHIP</b>				Secretary of State (SOS) file number or Comptroller file number	
Mailing address <b>8 LUNDYS LN</b>					
City <b>RICHARDSON</b>		State <b>TX</b>	ZIP Code <b>75080</b>	Plus 4 <b>0800716668</b>	

● Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office <b>8 LUNDY'S LN RICHARDSON, TX 75080-2342</b>
Principal place of business <b>TEXAS</b>

*Please sign below!*

Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.



**SECTION A** Name, title and mailing address of each officer, director or manager.

3203511031420

Name <b>MCCORMICK CHILDREN'S FLP GP, INC.</b>	Title <b>GENERAL PA</b>	Director <input type="radio"/> YES	Term expiration m m d d y y
Mailing address <b>8 LUNDY'S LANE</b>	City <b>RICHARDSON</b>	State <b>TX</b>	ZIP Code <b>75080</b>
Name	Title	Director <input type="radio"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code
Name	Title	Director <input type="radio"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code

**SECTION B** Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

**SECTION C** Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
---	--------------------	-------------------------------	-------------------------

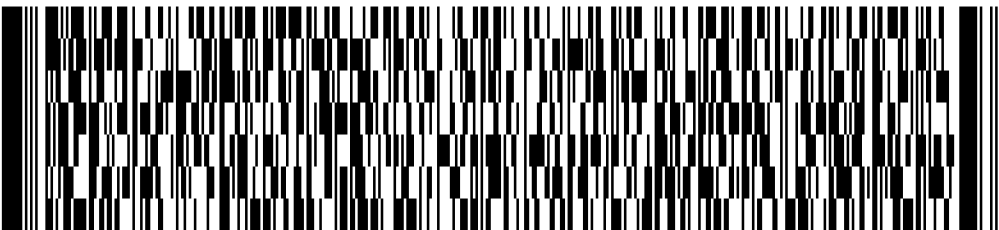
Registered agent and registered office currently on file. (see instructions if you need to make changes) Agent: <b>MCCORMICK CHILDREN'S FLP GP, INC.</b>	<input type="radio"/> Blacken circle if you need forms to change the registered agent or registered office information.		
Office: <b>8 LUNDY'S LANE</b>	City <b>RICHARDSON</b>	State <b>TX</b>	ZIP Code <b>75080</b>

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here <b>PATRICIA M MULVIHILL</b>	Title <b>Electronic</b>	Date <b>03-15-2020</b>	Area code and phone number <b>( 214 ) 770 - 2581</b>
---------------------------------------	----------------------------	---------------------------	---

**Texas Comptroller Official Use Only**



VE/DE <input type="radio"/>	PIR IND <input type="radio"/>
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Exhibit 4  
Certificate of Formation

**Form 201**

Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 FAX: 512/463-5709



**Certificate of Formation  
 For-Profit Corporation**

Filed in the Office of the  
 Secretary of State of Texas  
 Filing #: 800993838 06/19/2008  
 Document #: 219592050002  
 Image Generated Electronically  
 for Web Filing

Filing Fee: \$300

**Article 1 - Entity Name and Type**

The filing entity being formed is a for-profit corporation. The name of the entity is:

**McCORMICK CHILDREN'S FLP GP, INC.**

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 - Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:**

**Charles A. McCormick**

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**4306 Miramar Drive Georgetown TX 78628**

**Article 3 - Directors**

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

Director 1: **Charles A. McCormick**

Address: **4306 Miramar Georgetown TX, USA 78628**

Director 2: **Joyce McCormick**

Address: **4306 Miramar Georgetown TX, USA 78628**

Director 3: **Margaret M. Wardlaw**

Address: **19910 Park Ranch San Antonio TX, USA 78259**

Director 4: **Tasnim M. Benhalim**

Address: **7305 La Sobrina Dallas TX, USA 75248**

Director 5: **Ruth M. Merton**

Address: **4311 Miramar Georgetown TX, USA 78628**

Director 6: **Charles O. McCormick**

Address: **2035 Wood Glen Drive Round Rock TX, USA 78681**

Director 7: **Haziel M. Williams**

Address: **19926 Park Hollow San Antonio TX, USA 78259**

Director 8: **Patricia M. Mulvihill**

Address: **8 Lundys Ln Richardson TX, USA 75080**

**Article 4 - Authorized Shares**

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

Number of Shares	Par Value (must choose and complete either A or B)	Class	Series

**1,000,000**

A. has a par value of **\$.01**

B. without par value.

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

**Article 5 - Purpose**

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Organizer**

The name and address of the organizer is set forth below.

**Charles A. McCormick                      4306 Miramar, Georgetown, TX 78628**

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

**Charles A. McCormick**

Signature of organizer

**FILING OFFICE COPY**