

REAL ESTATE CONTRACT
Chandler Road (Section IIIA)--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between GLADYS TOWNSEND, SHERRI MOLDENHOUR, BRENDA TEGGEMAN, BYRON TOWNSEND, and MICHAEL TOWNSEND, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 4.504 acre tract of land, more or less, situated in the James Eaves Survey, Abstract No. 213, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Tract 19); and

Drainage easement interest in and across all of those two certain 0.27 acre and 0.03 acre tracts of land, more or less, situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Tracts 19A-DE and 19B-DE); and

All of that certain 7.035 acre tract of land, more or less, situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Tract 21); and

Drainage easement interest in and across all of those two certain 0.03 acre and 0.04 acre tracts of land, more or less, situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "D", attached hereto and incorporated herein (Tracts 21A-DE and 21B-DE); and

All of that certain 5.554 acre tract of land, more or less, situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "E", attached hereto and incorporated herein (Tract 22)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibits "A, C & E", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property described in Exhibits "A-E" shall be the sum of ONE HUNDRED EIGHTY NINE THOUSAND FORTY THREE and 75/100 Dollars (\$189,043.75).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct driveway connections between the edge of the proposed Chandler Road improvements to be constructed on the Property and the remaining property of Seller in the locations and according to the notes and specifications as shown on Exhibit "F" incorporated herein and attached hereto, or at other locations agreed to between Seller and Purchaser prior to completion of construction of the roadway improvements. Any such locations must otherwise comply with the development rules of Williamson County, or other applicable jurisdiction governing driveway installation, at the time of construction.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than the farm lessee previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before May 31, 2011, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "closing date").

Seller's Obligations at Closing

5.02. At the closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibits "A, C & E", and deliver a duly executed Drainage Easement document conveying such interest in and to the Property described in Exhibits "B & D", all free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "G" attached hereto. The drainage easement shall be in the form as shown in Exhibit "H" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable."
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:

Gladys Townsend
Gladys Townsend

Date: 4-27-11

Address: 2501 CR 409
Taylor, TX 76574

Sherri Moldenhour
Sherri Moldenhour

Date: 4-27-11

Address: 2201 Lillie Lane
Taylor, TX 76574

Brenda Teggeman
Brenda Teggeman

Date: 4-27-2011

Address: 1405 Willowbrook Trail
Taylor, TX 76574

Byron Townsend
Byron Townsend
Date: 4-27-01

Address: 2495 CR 409
Taylor Tx 76574

Michael Townsend
Michael Townsend
Date: 4-27-11

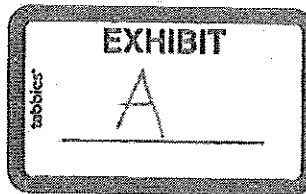
Address: 19915 North F.M. 973
Coupland, Tx 78615

PURCHASER:

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge
Date: _____

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



STATE OF TEXAS
COUNTY OF WILLIAMSON

June 1, 2005

TRACT NINETEEN - 4.504 ACRES

These notes describe that certain tract of land located in JAMES EAVES SURVEY, ABSTRACT NO. 213, in Williamson County, Texas; subject tract being part of and out of a called "100 Acres" conveyed in an Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 1, 2005; subject tract being more fully described as follows:

BEGINNING at a 1/2" Iron Rod found (N: 10197447.5350, E: 3193765.5890), being in the East line of a said "100 Acres", same being the Southwest corner of a called "433.04 Acres" conveyed in a Warranty Deed with Vendor's Lien from David L. Kelley Asset Liquidation Trust to Edwin Kotrla, Jr. and Larry Kotrla, dated 11-2-05 and recorded in Document No. 2005094095, (OPRWC); same being the Northwest corner of a called "51.718 Acres" conveyed in Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, (OPRWC); same being the Southeast corner of subject tract;

THENCE North 21°26'25" West, with a line for the common line of said "100 Acres" and said "433.04 Acres", a distance of 248.33 feet, to a Calculated Corner, being in the East line of said "100 Acres", same being in the West line of said "433.04 Acres", same being the Northeast corner of subject tract;

THENCE with a curve to the left, having the following characteristics:

Chord Bearing	North 81°17'50" West
Chord Distance	973.08 feet
Delta	10°56'55"
Radius	5100.00 feet
Arc Length	974.57 feet, to a Calculated Corner, being in the

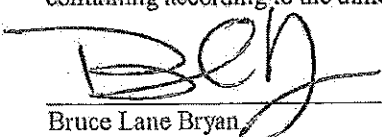
West line of said "100 Acres", same being in the East line of a called "482.58 Acres" conveyed in a Warranty Deed from H. A. Bennett, et al, to Wallace Seggern, dated 12-19-78 and recorded in Volume 742, Page 295, of the Deed Records of Williamson County, Texas, (DRWC); same being the Northwest corner of subject tract;

THENCE South 21°26'24" East, with a line for the common line of said "100 Acres" and said "482.58 Acres", a distance of 221.04 feet, to a Calculated Corner, being in the West line of said "100 Acres", same being in the East line of said "482.58 Acres", same being the Southwest corner of subject tract;

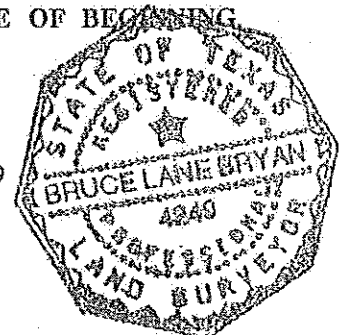
THENCE with a curve to the right, having the following characteristics:

Chord Bearing	South 79°55'38" East
Chord Distance	987.07 feet
Delta	11°33'41"
Radius	4900.00 feet
Arc Length	988.75 feet, to the PLACE OF BEGINNING

containing according to the dimensions herein stated, an area of 4.504 Acres.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



LEGEND

- 5/8" IRON ROD FOUND
- △ CALCULATED CORNER

"433.04 ACRES"
WD W/VL -
DAVID L. KELLEY ASSET LIQUIDATING TRUST
TO
EDWIN KOTRLA, JR., & LARRY KOTRLA
11-2-05 DOC. 2005094095 OPRWC

"100 ACRES"
WD - GLADYS TOWNSEND, ET AL
TO
GLADYS TOWNSEND, ET AL
7-25-03 DOC. 2003078951 OPRWC

"482.58 ACRES"
WD - H.A. BENNETT, ET AL
TO
WALLACE SEGGERN
12-19-78 742/295 DRWC

"51.718 ACRES"
WD - GLADYS TOWNSEND, ET AL
TO
GLADYS TOWNSEND, ET AL
7-25-03 DOC. 2003078951 OPRWC

TRACT 19
4.504 ACRES

N: 10197447.5350
E: 3193765.5890

POB

LINE TABLE		
LINE	LENGTH	BEARING
L1	248.33	N21°26'25"W
L2	221.04	S21°26'24"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CH-BEARING
C1	874.57	5100.00	10°56'35"	488.77	873.08	N81°17'50"W
C2	988.75	4900.00	11°33'41"	498.05	987.07	S79°55'38"E

NOTES:

1.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

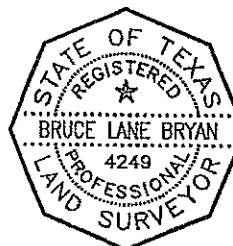
2.) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, NAD 83 (93). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.

3.) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRUCE L. BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249, STATE OF TEXAS

01-25-07
DATE



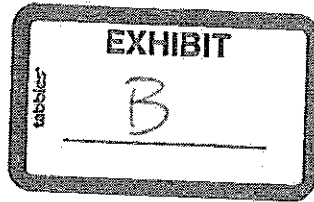
PAGE ____ OF ____
REFERENCE FIELD NOTE NO. ____



BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
512-365-2526 (Fax)
surveying@austintnrr.com

RIGHT-OF-WAY DRAWING
SHOWING THE PROPERTY OF:

GLADYS TOWNSEND, ET AL



County: Williamson
Tract No.: 19A-Easement
Road: Chandler Road Phase IIIA
Owner: Gladys Townsend

PROPERTY DESCRIPTION FOR TRACT 19A-EASEMENT

ALL OF THAT CERTAIN 0.27 ACRE (11,665 S.F.) TRACT OR PARCEL OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NUMBER 496, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 100 ACRE TRACT OF LAND RECORDED IN THE NAME OF GLADYS TOWNSEND, ET AL IN DOCUMENT NUMBER 2003078951 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found on the easterly line of said 100 acre tract, said iron rod being the southwesterly corner of a called 433.04 acre tract of land recorded in the name of Edwin Kotrla, Jr. and Larry Kotrla in Document Number 2005094095 of the O.P.R.W.C., also being the northwesterly corner of a called 51.718 acre tract of land recorded in the name of Gladys Townsend, et al, in Document Number 2003078951 of the O.P.R.W.C., said iron rod also being on the proposed southerly Right-of-Way (R.O.W.) line of Chandler Road;

Thence, with said proposed southerly R.O.W. line and through and across said 100 acre tract the following two (2) courses and distances;

1. North 74 degrees 43 minutes 04 seconds West, a distance of 50.11 feet to a calculated point;
2. 664.12 feet along the arc of a curve to the left, said curve having a central angle of 07 degrees 45 minutes 56 seconds, a radius of 4,900.00 feet, and a chord that bears North 78 degrees 36 minutes 02 seconds West, a distance of 663.61 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract;

Thence, through and across said 100 acre tract the following eight (8) courses and distances;

1. South 23 degrees 37 minutes 33 seconds East, a distance of 32.64 feet to a calculated point;
2. North 82 degrees 35 minutes 48 seconds West, a distance of 17.59 feet to a calculated point;
3. South 19 degrees 25 minutes 58 seconds East, a distance of 225.85 feet to a calculated point;
4. South 70 degrees 34 minutes 02 seconds West, a distance of 40.00 feet to a calculated point;
5. North 19 degrees 25 minutes 58 seconds West, a distance of 246.08 feet to a calculated point;
6. North 82 degrees 35 minutes 48 seconds West, a distance of 17.59 feet to a calculated point;
7. North 23 degrees 37 minutes 33 seconds West, a distance of 32.07 feet to a calculated on the proposed southerly R.O.W. line of Chandler Road;
8. With said proposed southerly R.O.W. line, 79.71 feet along the arc of a curve to the right,

said curve having a central angle of 00 degrees 55 minutes 55 seconds, a radius of 4,900.00 feet, and a chord that bears South 82 degrees 56 minutes 57 seconds East, a distance of 79.71 feet to the **POINT OF BEGINNING** and containing 0.27 acres (11,665 S.F.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearings and Coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93), all distances are surface.

I, Alan J. Horton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my supervision.

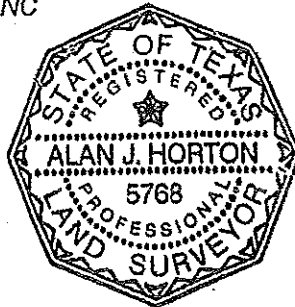
VARA LAND SURVEYING, INC


P.O. Box 4230,

Cedar Park, Texas 78630

Ph: (512) 836-2622

Cr-IIIa-tract 19a-esmt.doc





Alan J. Horton
Registered Professional Land Surveyor
No. 5768 – State of Texas
Date: September 1, 2010

EXHIBIT B

County: Williamson
Tract No.: 19B-Easement
Road: Chandler Road Phase IIIA
Owner: Gladys Townsend

PROPERTY DESCRIPTION FOR TRACT 19B-EASEMENT

ALL OF THAT CERTAIN 0.03 ACRE (1,375 S.F.) TRACT OR PARCEL OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NUMBER 496, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 100 ACRE TRACT OF LAND RECORDED IN THE NAME OF GLADYS TOWNSEND, ET AL IN DOCUMENT NUMBER 2003078951 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found on the easterly line of said 100 acre tract, said iron rod being the southwesterly corner of a called 433.04 acre tract of land recorded in the name of Edwin Kotrla, Jr. and Larry Kotrla in Document Number 2005094095 of the O.P.R.W.C., also being the northwesterly corner of a called 51.718 acre tract of land recorded in the name of Gladys Townsend, et al, in Document Number 2003078951 of the O.P.R.W.C., said iron rod also being on the proposed southerly Right-of-Way (R.O.W.) line of Chandler Road;

Thence, with the easterly line of said 100 acre tract and the westerly line of said 433.04 acre tract, North 21 degrees 26 minutes 25 seconds West, a distance of 248.33 feet to a calculated point, said point being the intersection of the proposed northerly R.O.W. line of Chandler Road with the easterly line of said 100 acre tract;

Thence, with said proposed northerly R.O.W. line and through and across said 100 acre tract, 909.18 feet along the arc of a curve to the left, said curve having a central angle of 10 degrees 12 minutes 51 seconds, a radius of 5,100 feet, and a chord that bears North 80 degrees 55 minutes 48 seconds West, a distance of 907.98 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract;

Thence, continuing with said proposed northerly R.O.W. line and through and across said 100 acre tract, 78.65 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 53 minutes 01 seconds, a radius of 5,100 feet, and a chord that bears North 84 degrees 16 minutes 22 seconds West, a distance of 78.65 feet to a calculated point;

Thence, through and across said 100 acre tract the following three courses and distances;

1. North 23 degrees 37 minutes 33 seconds West, a distance of 20.42 feet to a calculated point;
2. South 83 degrees 57 minutes 52 seconds East, a distance of 78.89 feet to a calculated point;
3. South 23 degrees 37 minutes 33 seconds East, a distance of 19.94 feet to the **POINT OF BEGINNING** and containing 0.03 acres (1,375 S.F.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearings and Coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93), all distances are surface.

I, Alan J. Horton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my supervision.

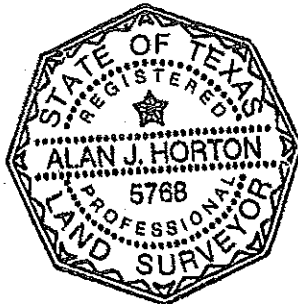
VARA LAND SURVEYING, INC


P.O. Box 4230,

Cedar Park, Texas 78630

Ph: (512) 836-2622

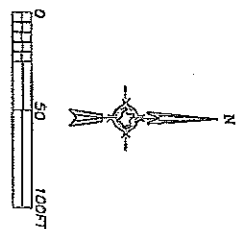
Cr-IIIa-tract 19b-esmt.doc





Alan J. Horton
Registered Professional Land Surveyor
No. 5768 – State of Texas
Date: September 1, 2010

SKETCH TO ACCOMPANY FIELD NOTES



	RADIUS	DELTA	ARC	BEARING	CHORD
C1	4900.00'	07°45'56"	664.12'	N 78°36'02" W	663.61'
C2	4900.00'	00°55'55"	79.71'	S 82°58'57" E	79.71'
C3	5100.00'	10°12'51"	909.18'	N 80°55'48" W	907.98'
C4	5100.00'	00°53'01"	78.65'	N 84°16'22" W	78.65'
L1				N 74°43'04" W	50.11'
L2				S 23°37'33" E	32.64'
L3				N 82°35'48" W	17.59'
L4				S 70°34'02" W	40.00'
L5				N 82°35'48" W	17.59'
L6				N 23°37'33" W	32.07'
L7				N 23°37'33" W	20.42'
L8				S 83°57'52" E	78.89'
L9				S 23°37'33" E	19.94'

P.O.B. 19-B
N: 10197804.48
E: 3192973.78

P.O.B. 19-A
N: 10197591.91
E: 3193066.73

100 ACRES
GLADYS TOWNSEND, ET AL
DOC. No. 2003078951, O.P.R.W.C.

SAMUEL PHARRASS SURVEY, A-496
PROPOSED R.O.W.
PROPOSED CENTERLINE

P.O.C. A/B
N: 10197447.54
E: 3195765.59

51.718 ACRES
GLADYS TOWNSEND, ET AL
DOC. No. 2003078951, O.P.R.W.C.

482.58 ACRES
WALLACE SEGGERN
742/295, W.C.D.R.

HORIZONTAL CONTROL IS BASED ON TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL
ZONE, NAD 83 HARN (93)
ALL DISTANCES ARE SURFACE.

LEGEND

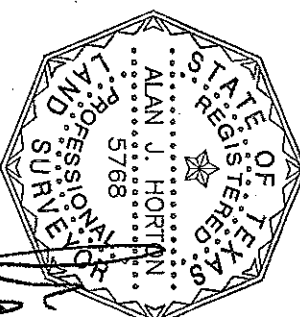
- FOUND IRON ROD
- FOUND IRON PIPE
- FOUND CONCRETE MONUMENT
- SET 5/8-INCH IRON ROD WITH CAP STAMPED "VARA LAND SURVEYING"
- CALCULATED POINT
- () RECORD INFORMATION
- PL — PROPERTY LINE
- PROPOSED DRAINAGE EASEMENT SURVEY LINE
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- O.P.R.W.C. WILLIAMSON COUNTY

433.04 ACRES
KOTILA, JR. & LARRY
DOC. No. 2005094095, O.P.R.W.C.

PLAT OF SURVEY OF
0.27 ACRES (11.665 S.F.-19A)
0.03 ACRES (1,375 S.F.-19B)
OUT OF THE SAMUEL PHARRASS
SURVEY, A-496
WILLIAMSON COUNTY, TEXAS

VARA LAND SURVEYING, INC.

P.O. Box 4230, Cedar Park, Texas 78630
(512) 836-2622 FAX (512) 836-0273



STATE OF TEXAS
COUNTY OF WILLIAMSON

June 1, 2005

TRACT TWENTY-ONE - 7.035 ACRES

These notes describe that certain tract of land located in SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas; subject tract being part of and out of a called "51.718 Acres" conveyed in an Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 1, 2005; subject tract being more fully described as follows:

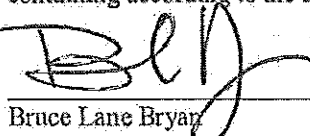
BEGINNING at a 5/8" Iron Rod found (N: 10197447.5350, E: 3193765.5890), being the Northwest corner of said "51.718 Acres", same being the Southwest corner of a called "433.04 Acres" conveyed in a Warranty Deed with Vendor's Lien from David L. Kelley Asset Liquidating Trust to Edwin Kotrla, Jr., and Larry Kotrla, dated 11-2-05 and recorded in Document No. 2005094095, (OPRWC); same being in the East line of a called "100 Acres" conveyed in an Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, (OPRWC); same being the Westernmost corner of subject tract;

THENCE North 68°08'05" East, with a line for the common line of said "51.718 Acres" and said "433.04 Acres", a distance of 331.20 feet, to a Calculated Corner, being in the North line of said "51.718 Acres", same being in the South line of said "433.04 Acres", same being the Northernmost corner of subject tract;

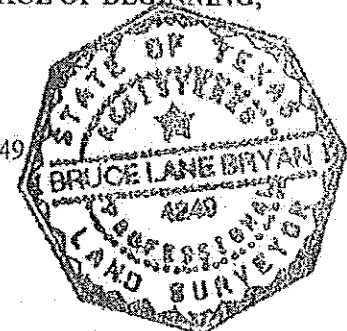
THENCE South 74°43'04" East, a distance of 1531.16 feet, to a Calculated Corner, being in the South line of said "51.718 Acres", same being in the North line of a called "31.718 Acres" conveyed in a Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, (OPRWC); same being the Easternmost corner of subject tract;

THENCE South 67°53'30" West, with a line for the common line of said "51.718 Acres" and said "31.718 Acres", a distance of 329.36 feet, to a Calculated Corner, being in the South line of said "51.718 Acres", same being in the North line of said "31.718 Acres", same being the Southernmost corner of subject tract;

THENCE North 74°43'04" West, a distance of 1533.47 feet, to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 7.035 Acres.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



"433.04 ACRES"
 WD W/M -
 DAVID L. KELLEY ASSET LIQUIDATING TRUST
 TO
 EDWIN KOTRLA, JR., & LARRY KOTRLA
 11-2-05 DOC. 2005094095 OPRWC

"51.718 ACRES"
 WD - GLADYS TOWNSEND, ET AL
 TO
 GLADYS TOWNSEND, ET AL
 7-25-03 DOC. 2003078951 OPRWC

"31.718 ACRES"
 WD - GLADYS TOWNSEND, ET AL
 TO
 GLADYS TOWNSEND, ET AL
 7-25-03 DOC. 2003078951 OPRWC

"100 ACRES"
 WD - GLADYS TOWNSEND, ET AL
 TO
 GLADYS TOWNSEND, ET AL
 7-25-03 DOC. 2003078951 OPRWC

"126.1 ACRES"
 DEED W/M - THOMAS C. ROTE, ET AL
 TO
 MARVIN LENZ
 6-15-67 499/562 DRWC

N: 10197447.5350
 E: 3193763.5890

N74°43'04"W
 1533.47'

S74°43'04"E
 1531.16'

TRACT 21
 7.035 ACRES

LINE TABLE		
LINE	LENGTH	BEARING
L1	331.20	N68°08'05"E
L2	329.36	S67°53'30"W

LEGEND:

- 5/8" IRON ROD FOUND
- △ CALCULATED CORNER

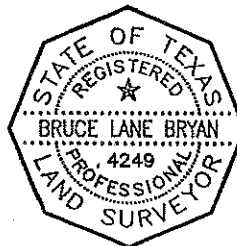
NOTES:

1.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2.) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, NAD 83 (93). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.

3.) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



BRUCE L. BRYAN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 4249, STATE OF TEXAS

01-25-07
 DATE

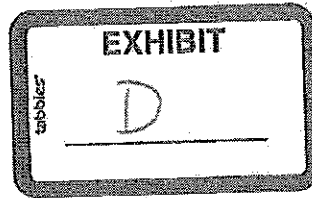
PAGE ___ OF ___
 REFERENCE FIELD NOTE NO. ___



BRYAN TECHNICAL SERVICES, INC.
 P. O. BOX 1371
 TAYLOR, TEXAS 76774
 512-365-2524
 512-365-2526 (Fax)
 surveying@austin.tts.com

RIGHT-OF-WAY DRAWING
 SHOWING THE PROPERTY OF:

GLADYS TOWNSEND, ET AL



County: Williamson
Tract No.: 21A-Easement
Road: Chandler Road Phase IIIA
Owner: Gladys Townsend

PROPERTY DESCRIPTION FOR TRACT 21A-EASEMENT

ALL OF THAT CERTAIN 0.03 ACRE (1,350 S.F.) TRACT OR PARCEL OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NUMBER 496, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 51.718 ACRE TRACT OF LAND RECORDED IN THE NAME OF GLADYS TOWNSEND, ET AL IN DOCUMENT NUMBER 2003078951 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found for the northwesterly corner of a said 51.718 acre tract, said iron rod being the southwesterly corner of a called 433.04 acre tract of land recorded in the name of Edwin Kotrla, Jr. and Larry Kotrla in Document Number 2005094095 of the O.P.R.W.C., said iron rod also being on the proposed southerly Right-of-Way (R.O.W.) line of Chandler Road;

Thence, with said proposed southerly R.O.W. line and through and across said 51.718 acre tract, South 74 degrees 43 minutes 04 seconds East, a distance of 1,304.06 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract;

Thence, continuing with said proposed southerly R.O.W. line and through and across said 51.718 acre tract, South 74 degrees 43 minutes 04 seconds East, a distance of 80.00 feet to a calculated point;

Thence, through and across said 51.718 acre tract the following three (3) courses and distances;

1. South 00 degrees 16 minutes 56 seconds West, a distance of 17.47 feet to a calculated point;
2. North 74 degrees 43 minutes 04 seconds West, a distance of 80.00 feet to a calculated point;
3. North 00 degrees 16 minutes 56 seconds East, a distance of 17.47 feet to the **POINT OF BEGINNING** and containing 0.03 acres (1,350 S.F.) of land, more or less.

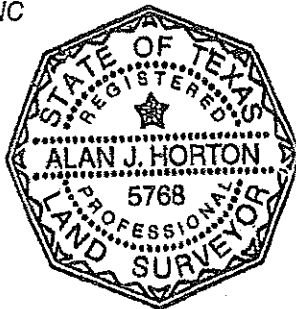
This property description is accompanied by a separate plat of even date.


Bearings and Coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93), all distances are surface.

I, Alan J. Horton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my supervision.

VARA LAND SURVEYING, INC

P.O. Box 4230,
Cedar Park, Texas 78630
Ph: (512) 836-2622
Cr-IIIa-tract 21a-esmt.doc





Alan J. Horton
Registered Professional Land Surveyor
No. 5768 – State of Texas
Date: September 1, 2010

EXHIBIT D

County: Williamson
Tract No.: 21B-Easement
Road: Chandler Road Phase IIIA
Owner: Gladys Townsend

PROPERTY DESCRIPTION FOR TRACT 21B-EASEMENT

ALL OF THAT CERTAIN 0.04 ACRE (1,545 S.F.) TRACT OR PARCEL OF LAND SITUATED IN THE SAMUEL PHARRASS SURVEY, ABSTRACT NUMBER 496, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 51.718 ACRE TRACT OF LAND RECORDED IN THE NAME OF GLADYS TOWNSEND, ET AL IN DOCUMENT NUMBER 2003078951 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (O.P.R.W.C.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found for the northwesterly corner of a said 51.718 acre tract, said iron rod being the southwesterly corner of a called 433.04 acre tract of land recorded in the name of Edwin Kotrla, Jr. and Larry Kotrla in Document Number 2005094095 of the O.P.R.W.C., said iron rod also being on the proposed southerly Right-of-Way (R.O.W.) line of Chandler Road;

Thence, with the northerly line of said 51.718 acre tract and the southerly line of said 433.04 acre tract, North 68 degrees 08 minutes 11 seconds East, a distance of 331.21 feet to a calculated point at the intersection of the proposed northerly R.O.W. line of Chandler Road with the northerly line of said 51.718 acre tract;

Thence, with said proposed northerly R.O.W. and through and across said 51.718 acre tract, South 74 degrees 43 minutes 04 seconds East, a distance of 986.48 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract;

Thence, through and across said 51.718 acre tract the following four (4) courses and distances;

1. North 00 degrees 16 minutes 56 seconds East, a distance of 20.00 feet to a calculated point;
2. South 74 degrees 43 minutes 04 seconds East, a distance of 80.00 feet to a calculated point;
3. South 00 degrees 16 minutes 56 seconds West, a distance of 20.00 feet to a calculated point on the said proposed northerly R.O.W. line of Chandler Road;
4. With said proposed northerly R.O.W. line, North 74 degrees 43 minutes 04 seconds West, a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 0.04 acres (1,545 S.F.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearings and Coordinates are based on the Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93), all distances are surface.

I, Alan J. Horton, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my supervision.

VARA LAND SURVEYING, INC

P.O. Box 4230,

Cedar Park, Texas 78630

Ph: (512) 836-2622

Cr-IIIa-tract 21b-esmt.doc



A handwritten signature in black ink, appearing to be "Alan J. Horton", written over a horizontal line.

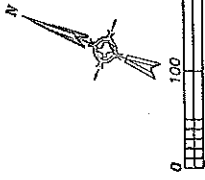
Alan J. Horton

Registered Professional Land Surveyor

No. 5768 – State of Texas

Date: September 8, 2010

SKETCH TO ACCOMPANY FIELD NOTES



433.04 ACRES
EDWIN KOTRLA, JR. & LARRY
KOTRLA
DOC. No. 2005094095, O.P.R.W.C.

100 ACRES
GLADYS TOWNSEND, ET AL
DOC. No. 2003078951, O.P.R.W.C.

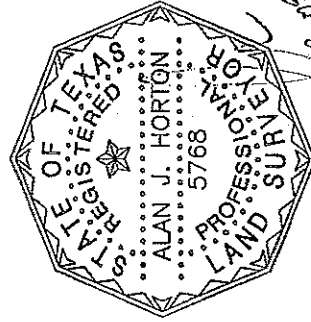
	BEARING	CHORD
L1	S 74°43'04" E	80.00'
L2	S 00°16'56" W	17.47'
L3	N 74°43'04" W	80.00'
L4	N 00°18'56" E	17.47'
L5	N 00°16'56" E	20.00'
L6	S 74°43'04" E	80.00'
L7	S 00°16'56" W	20.00'
L8	N 74°43'04" W	80.00'

51.718 ACRES
GLADYS TOWNSEND, ET AL
DOC. No. 2003078951, O.P.R.W.C.

31.718 ACRES
GLADYS TOWNSEND, ET AL
DOC. No. 2003078951, O.P.R.W.C.

UPDATED 09-08-10 CR-11A-TRACT 21-ESMT.DWG

HORIZONTAL CONTROL IS BASED ON TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL
ZONE, NAD 83 HARN (93)
ALL DISTANCES ARE SURFACE.



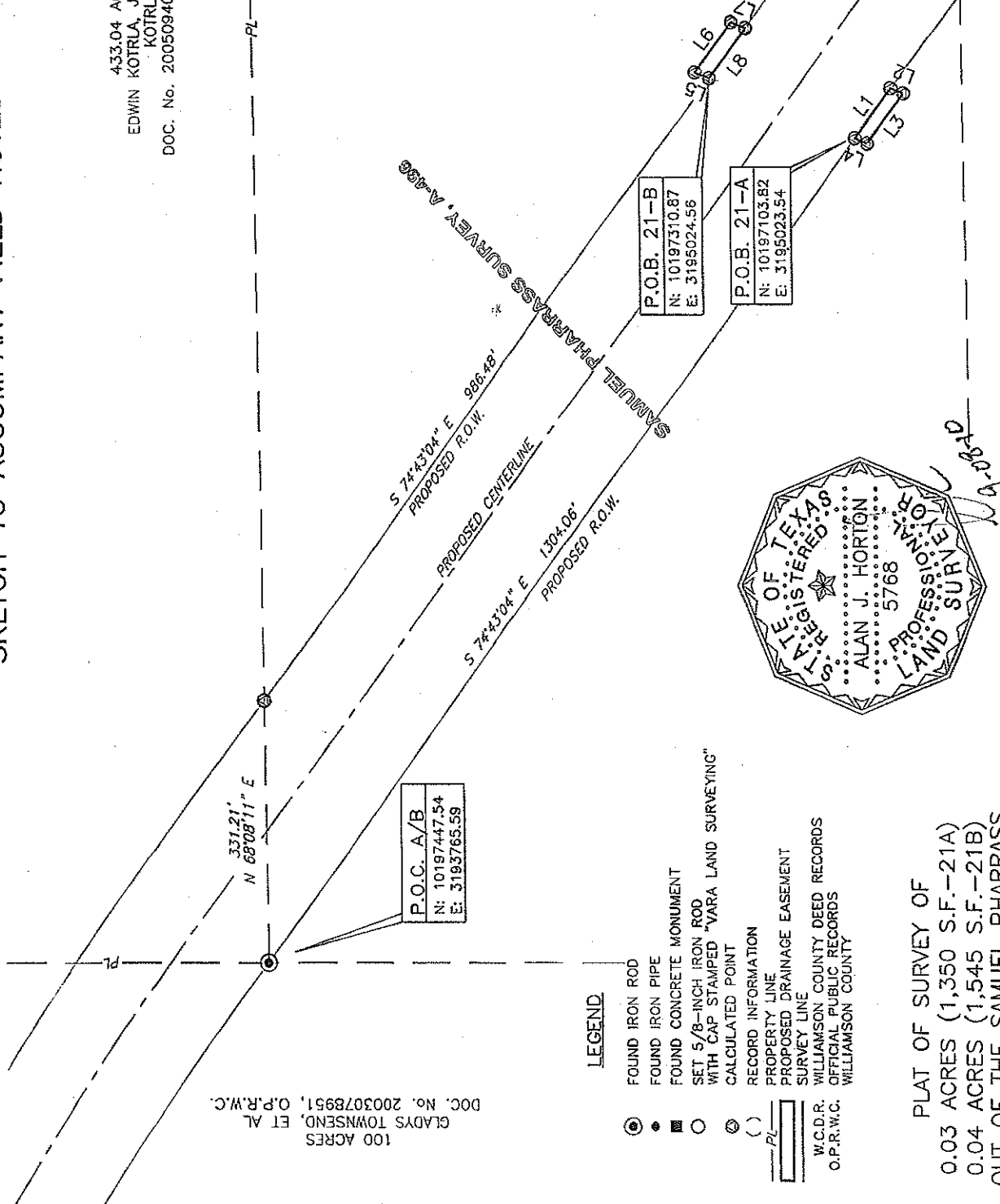
LEGEND

- FOUND IRON ROD
- FOUND IRON PIPE
- FOUND CONCRETE MONUMENT
- SET 5/8-INCH IRON ROD WITH CAP STAMPED "VARA LAND SURVEYING"
- ⊙ CALCULATED POINT
- () RECORD INFORMATION
- PL — PROPERTY LINE
- PROPOSED DRAINAGE EASEMENT
- SURVEY LINE
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS
- WILLIAMSON COUNTY

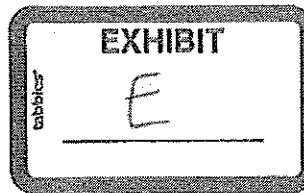
PLAT OF SURVEY OF
0.03 ACRES (1,350 S.F.-21A)
0.04 ACRES (1,545 S.F.-21B)
OUT OF THE SAMUEL PHARRASS
SURVEY, A-496
WILLIAMSON COUNTY, TEXAS

VARA LAND SURVEYING, INC.

P.O. Box 4230, Cedar Park, Texas 78630
(512) 836-2622 FAX (512) 836-0273



STATE OF TEXAS
COUNTY OF WILLIAMSON



June 1, 2005

TRACT TWENTY-TWO – 5.554 ACRES

These notes describe that certain tract of land located in SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas; subject tract being part of and out of a called "31.718 Acres" conveyed in an Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 1, 2005; subject tract being more fully described as follows:

COMMENCING at a 5/8" Iron Rod found (N: 10197447.5350, E: 3193765.5890), being the Northwest corner of a called "51.718 Acres" conveyed in an Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, (OPRWC); same being the Southwest corner of a called "433.04 Acres" conveyed in a Warranty Deed with Vendor's Lien from David L. Kelley Asset Liquidating Trust to Edwin Kotrla, Jr., and Larry Kotrla, dated 11-2-05 and recorded in Document No. 2005094095, (OPRWC); same being in the East line of a called "100 Acres" conveyed in an Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, (OPRWC); same being the Westernmost corner of subject tract; THENCE South 74°43'03" East, a distance of 1530.24 feet, to a Calculated Corner, being in the South line of said "51.718 Acres", same being in the North line of said "31.718 Acres", same being the Southwest corner of subject tract, same being the **POINT OF BEGINNING**;

THENCE North 68°13'51" East, with a line for the common line of said "31.718 Acres" and said "51.718 Acres", a distance of 331.93 feet, to a Calculated Corner, being in the North line of said "31.718 Acres", same being in the South line of said "51.718 Acres", same being the Northwest corner of subject tract;

THENCE South 74°43'03" East, a distance of 62.91 feet, to a Concrete Monument set, being an interior corner of subject tract;

THENCE with a curve to the left, having the following characteristics:

Chord Bearing	South 82°42'52" East
Chord Distance	945.99 feet
Delta	15°59'36"
Radius	3400.00 feet
Arc Length	949.06 feet, to a Calculated Corner, being in the East

line of said "31.718 Acres", same being in the easternmost West line of a called "54.50 Acres" conveyed in a Partition Deed from James William Parks, et al, to James William Parks, dated 7-25-77 and recorded in Volume 677, Page 126, of the Deed Records of Williamson County, Texas, (DRWC); same being the Northeast corner of subject tract;

THENCE South 21°14'24" East, with a line for the common line of said "31.718 Acres" and said "54.50 Acres", a distance of 212.74 feet, to a Calculated Corner, being in the East line of said "31.718 Acres", same being in the easternmost West line of said "54.50 Acres", same being the Southeast corner of subject tract;

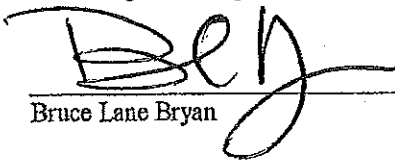
THENCE with a curve to the right, having the following characteristics:

Chord Bearing	North 83°18'29" West
Chord Distance	1075.46 feet
Delta	17°10'51"
Radius	3600.00 feet

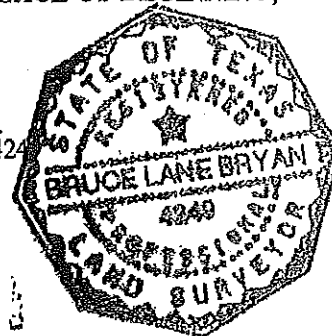
Arc Length
exterior corner of subject tract;

1079.50 feet, to a Concrete Monument set, being an

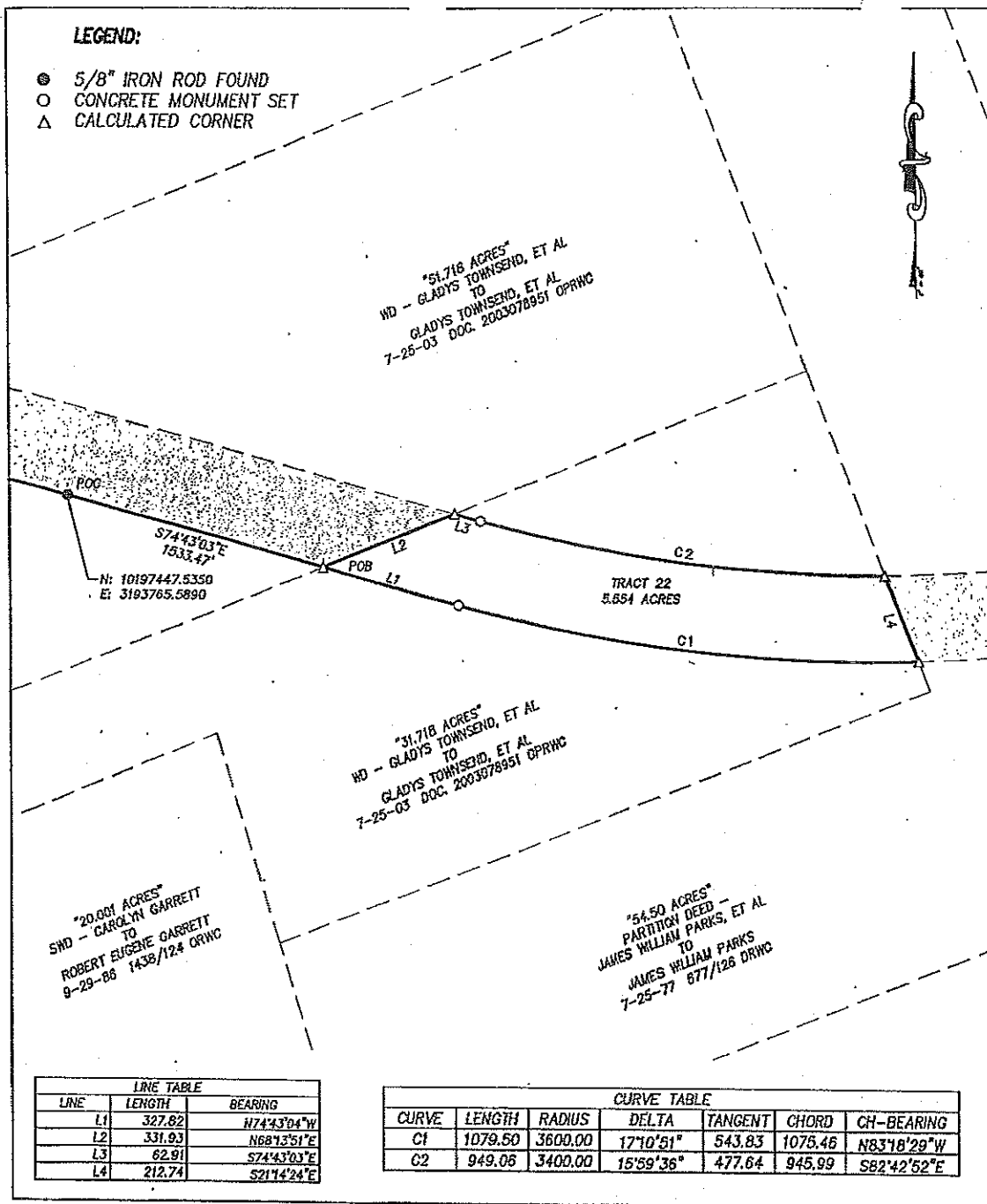
THENCE North 74°43'04" West, a distance of 1533.47 feet, to the PLACE OF BEGINNING,
containing according to the dimensions herein stated, an area of 5.554 Acres.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 424



- 5/8" IRON ROD FOUND
- CONCRETE MONUMENT SET
- △ CALCULATED CORNER



NOTES:

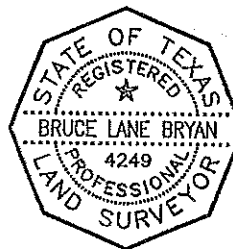
- 1.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

- 2.) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, NAD 83 (93). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.

- 3.) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRUCE L. BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249, STATE OF TEXAS



PAGE ____ OF ____
REFERENCE FIELD NOTE NO. ____

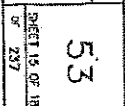


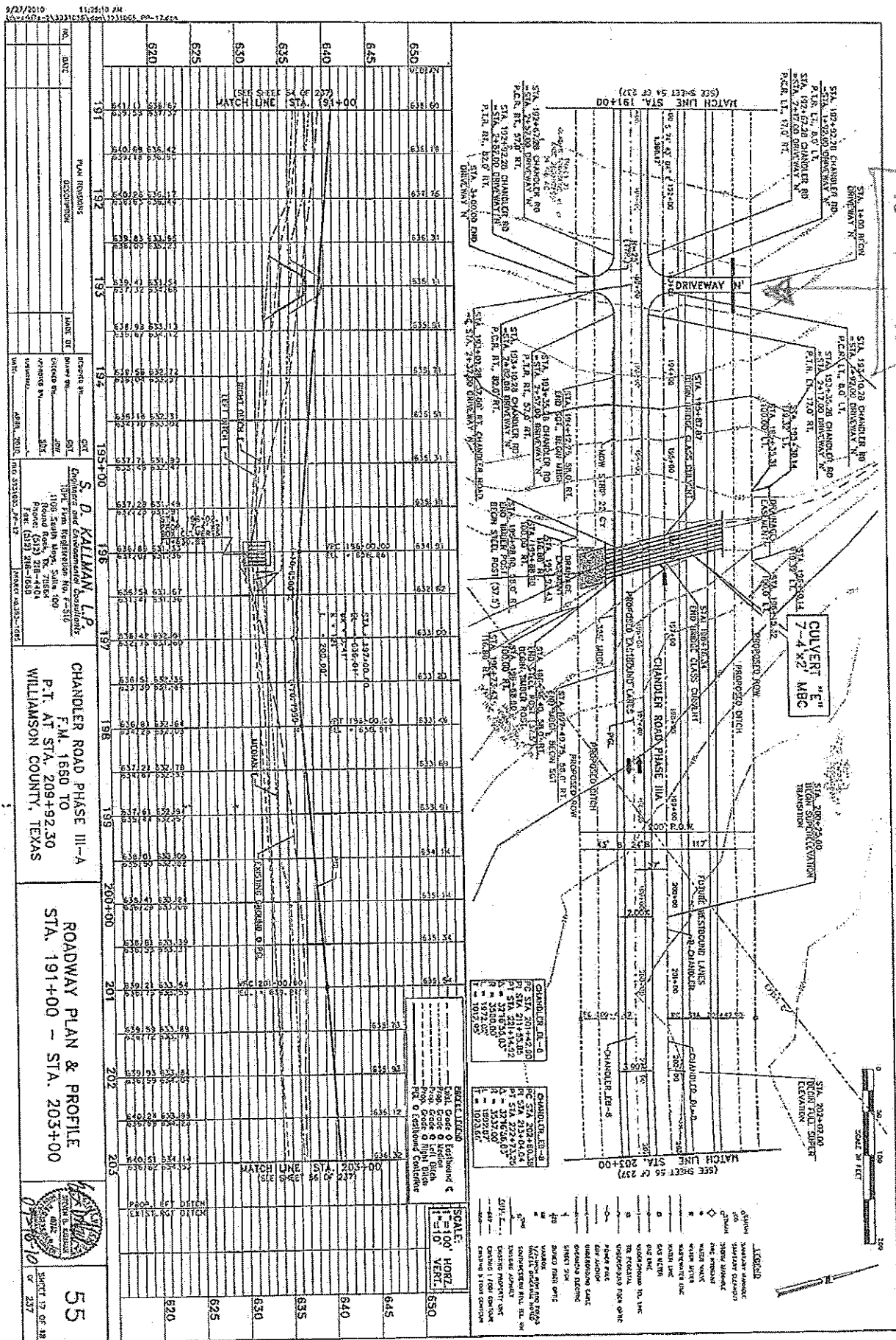
BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
512-365-2526 (Fax)
surveying@austin.rr.com

RIGHT-OF-WAY DRAWING
SHOWING THE PROPERTY OF:

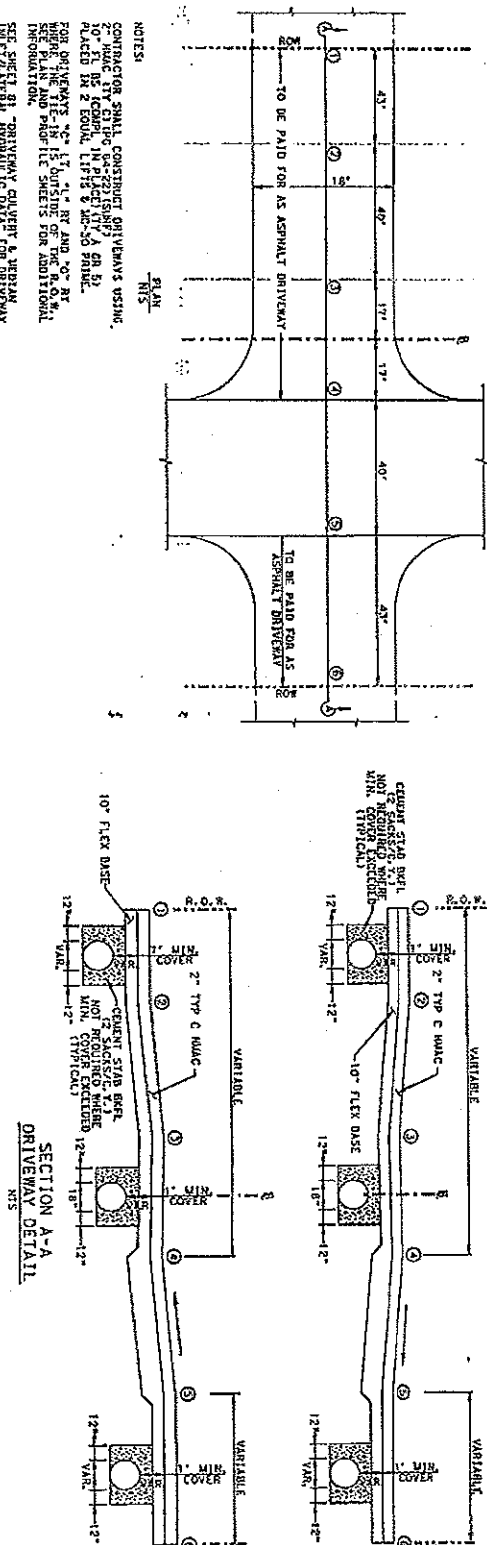
GLADYS TOWNSEND, ET AL.

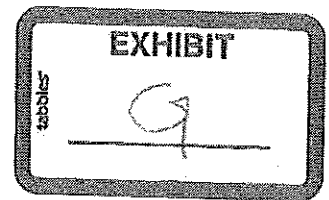
2





DRIVEWAY SUMMARY TABLE																
					1		2		3		4		5		6	
Driveway	LT/RT	Center Line Station	Pavement Type	Area (SQ)	Offset	Elevation	Offset	Elevation	Offset	Elevation	Offset	Elevation	Offset	Elevation	Offset	Elevation
Driveway A	L	27+15.47	ASPHALT	264	100	672.74	57	673.00	17	674.97	17	675.09	-	-	-	-
Driveway A	R	27+75.47	ASPHALT	116	-	-	-	-	-	-	-	-	57	675.09	100	671.97
Driveway B	L	40+00.00	ASPHALT	264	100	667.04	57	668.32	17	670.68	17	672.17	-	-	-	-
Driveway B	R	40+00.00	ASPHALT	116	-	-	-	-	-	-	-	-	57	671.57	100	667.72
Driveway C	L	55+10.66	ASPHALT	202	119.77	668.97	53	665.56	17	662.81	17	666.02	-	-	-	-
Driveway C	R	55+10.66	ASPHALT	117	-	-	-	-	-	-	-	-	57	666.02	100	664.17
Driveway D	L	76+00.00	ASPHALT	285	100	669.32	51	670.32	17	671.83	17	672.62	-	-	-	-
Driveway D	R	76+00.00	ASPHALT	115	-	-	-	-	-	-	-	-	57	672.62	100	670.54
Driveway E	L	89+05.72	ASPHALT	280	100	658.42	57	660.56	17	661.10	17	662.20	-	-	-	-
Driveway E	R	89+05.72	ASPHALT	202	114.79	645.22	53	647.33	17	648.79	17	650.03	-	-	-	-
Driveway G	L	111+02.10	ASPHALT	116	-	-	-	-	-	-	-	-	57	650.56	100	645.51
Driveway H	L	122+00.13	ASPHALT	265	100	646.11	57	647.46	17	648.30	17	649.73	-	-	-	-
Driveway H	R	122+00.13	ASPHALT	400	140.73	641.80	57	642.37	17	646.51	12	648.83	-	-	-	-
Driveway I	L	142+37.97	ASPHALT	326	-	-	-	-	-	-	-	-	57	648.83	150.10	637.30
Driveway J	L	156+15.21	ASPHALT	302	100	646.72	57	648.18	17	649.55	17	650.08	-	-	-	-
Driveway J	R	156+15.21	ASPHALT	254	-	-	-	-	-	-	-	-	57	650.08	114.35	645.03
Driveway K	L	161+73.65	ASPHALT	283	180	645.20	57	646.05	17	646.75	17	647.25	-	-	-	-
Driveway K	R	161+73.65	ASPHALT	283	-	-	-	-	-	-	-	-	57	647.25	100	644.09
Driveway L	L	179+08.42	ASPHALT	283	100	645.30	57	645.68	17	647.50	17	648.70	-	-	-	-
Driveway L	R	179+08.42	ASPHALT	156	-	-	-	-	-	-	-	-	57	648.70	126.22	642.97
Driveway M	L	183+01.28	ASPHALT	264	100	642.82	57	644.82	17	646.25	17	646.25	-	-	-	-
Driveway M	R	183+01.28	ASPHALT	264	100	637.72	57	639.30	17	639.50	17	639.00	-	-	-	-
Driveway N	L	193+01.28	ASPHALT	116	-	-	-	-	-	-	-	-	57	639.00	150	637.21
Driveway O	L	203+05.48	ASPHALT	204	100	637.15	57	638.40	17	639.56	17	640.55	-	-	-	-
Driveway O	R	203+05.48	ASPHALT	145	-	-	-	-	-	-	-	-	57	640.55	123.56	633.50
Driveway P	L	203+05.48	ASPHALT	264	100	670.42	57	671.93	17	673.34	17	674.54	-	-	-	-





SPECIAL WARRANTY DEED
Chandler Road(Phase IIIA)--Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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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.

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Chandler Road improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That GLADYS TOWNSEND, SHERRI MOLDENHOUR, BRENDA TEGGEMAN, BYRON TOWNSEND and MICHAEL TOWNSEND, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 4.504 acre tract of land, more or less, situated in the James Eaves Survey, Abstract No. 213, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 19); and

All of that certain 7.035 acre tract of land, more or less, situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 21); and

All of that certain 5.554 acre tract of land, more or less, situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Parcel 22)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Chandler Road, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2011.

GRANTOR:

Gladys Townsend

Sherri Moldenhour

Brenda Teggegan

Byron Townsend

Michael Townsend

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Gladys Townsend, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2011 by Sherri Moldenhour, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2011 by Brenda Teggeman, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2011 by Byron Townsend, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2011 by Michael Townsend, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

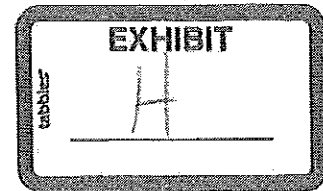
PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:



DRAINAGE EASEMENT

Chandler Road Project

THE STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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That GLADYS TOWNSEND, SHERRI MOLDENHOUR, BRENDA TEGGEMAN, BYRON TOWNSEND and MICHAEL TOWNSEND, and their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described property:

All of those two certain 0.27 acre and 0.03 acre tracts of land, more or less, situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 19A-DE and 19B-DE); and

All of those two certain 0.03 acre and 0.04 acre tracts of land, more or less, situated in the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 21A-DE and 21B-DE)

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and drainage way or channel, along with any structures and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibits "A-B" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee.

To the extent allowed by law Grantee shall hold Grantor harmless from any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

Grantor shall retain and enjoy the right to use the surface of Property in any manner not inconsistent with the purposes granted in this document and which does not obstruct the flow of water across the Property.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2011.

GRANTOR:

Gladys Townsend

Sherri Moldenhour

Brenda Teggeman

Byron Townsend

Michael Townsend

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Gladys Townsend, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2011 by Sherri Moldenhour, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2011 by Brenda Teggeman, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Byron Townsend, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Michael Townsend, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

AFTER RECORDING RETURN TO: