

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 DONHAM P. FRAZIER and FRAZIER FAMILY INVESTMENTS, LTD., a Texas limited partnership, (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 those three certain tracts of land consisting of 0.087 acre, 1.246 acres, and 3.501 acres, more or less, situated in the James C. 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 11A-11C**); and

Drainage easement interest in and across all of those three certain tracts of land consisting of 0.424 acre, 0.120 acre, and 0.265 acre, more or less, situated in the James C. Eaves Survey, Abstract No. 213, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 11DE1-DE3**)

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 Exhibit "A", 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 interests described in Exhibits "A-B", and for any improvements or damages or cost to cure the remaining property of Seller, shall be the sum of FORTY FIVE THOUSAND and 00/100 Dollars (\$45,000.00).

Special Provisions

2.02 As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct one (1) eighteen foot wide asphalt driveway connection between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller at approximately Station 114+57 as shown on Exhibit "C" attached hereto and incorporated herein, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements, and which location otherwise comply with the driveway policies and spacing requirements of Williamson County or other applicable permitting jurisdiction. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

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 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 October 15th, 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 Exhibit "A", and deliver a duly acknowledged Drainage Easement document conveying such interest in all of the Property described in Exhibit "B", 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 "D" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "E" 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.

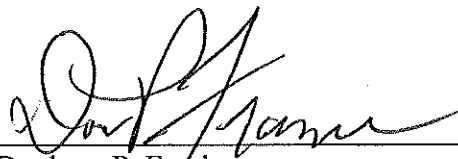
Effective Date

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.

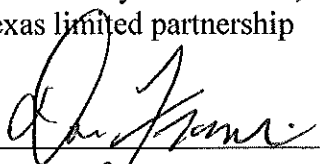
SELLER:



Donham P. Frazier

Address: 201 Bluffview Drive
Wimberley, Tx. 78676

Frazier Family Investments, Ltd.,
a Texas limited partnership

By: 

Its: President

Address: 201 Bluffview Drive
Wimberley, Tx 78676

All-purpose Acknowledgment

STATE OF TEXAS, COUNTY OF HAYS

On THE 3rd DAY OF OCTOBER, 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared

DON FRAZIER

☐ personally known to me –OR– ☒ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

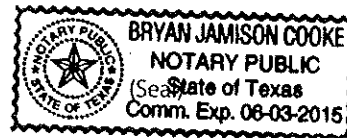
Bryan Jamison Cooke

Name (type or printed)

BRYAN JAMISON COOKE

My commission expires:

06-03-2015

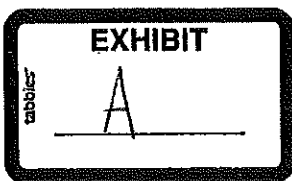


PURCHASER:

COUNTY OF WILLIAMSON

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

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



CHANDLER ROAD PHASE IIIA PARCEL 11A, 11B & 11C
RIGHT-OF-WAY

METES AND BOUNDS DESCRIPTIONS

FOR THREE TRACTS OF LAND OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS, ALL BEING OUT OF THE REMAINDER PORTION OF A CALLED 38.07-ACRE TRACT OF LAND CONVEYED TO FRAZIER FAMILY INVESTMENTS, LTD., AS DESCRIBED IN DOCUMENT NO. 2007050851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID THREE TRACTS OF LAND BEING DESIGNATED HEREIN AS PARCEL 11A, CONTAINING 0.087 ACRE OF LAND, PARCEL 11B, CONTAINING 1.246 ACRES OF LAND, AND PARCEL 11C CONTAINING 3.501 ACRES OF LAND, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL 11A

BEGINNING at a 1/2" iron rod found monumenting the northwest corner of said Frazier tract of land, same being on a point in the interior of the apparent prescriptive right-of-way of County Road 101, for the northwest corner and POINT OF BEGINNING hereof;

THENCE with the northerly boundary line of said Frazier tract, same being through the apparent prescriptive right-of-way said County Road 101, N68°35'48"E for a distance of 275.43 feet to an unmonumented point for the northeast corner hereof, same being on a point in the apparent southerly prescriptive right-of-way line of said County Road 101, and from which a 1/2" iron rod found with cap stamped "Williamson Cnty" in the said northerly boundary line the Frazier tract, same being on the northwest corner of the called 1.158 acre tract of land conveyed to Williamson County, Texas, as described in Document No. 2004069496 of the said Official Records bears N68°35'48"E for a distance of 24.58 feet;

THENCE through the interior of said Frazier tract, with the apparent southerly prescriptive right-of-way line of said County Road 101, the following eight (8) courses and distances:

- 1) S53°47'41"W for a distance of 34.34 feet to an unmonumented angle point hereof;
- 2) S65°17'52"W for a distance of 28.28 feet to an unmonumented angle point hereof;
- 3) S73°18'13"W for a distance of 16.01 feet to an unmonumented angle point hereof;
- 4) S65°21'48"W for a distance of 56.88 feet to an unmonumented angle point hereof;
- 5) S65°05'35"W for a distance of 79.68 feet to an unmonumented angle point hereof;
- 6) S61°34'50"W for a distance of 40.36 feet to an unmonumented angle point hereof;
- 7) S36°59'12"W for a distance of 12.59 feet to an unmonumented angle point hereof;
- 8) S16°05'04"W for a distance of 16.35 feet to an unmonumented angle point hereof, same being on a point in the westerly boundary line of said Frazier tract, same being on a point in the easterly right-of-way line of said County Road 101, and from which a 1/2" iron rod found monumenting the southwest corner of said Frazier tract of land, same being on the southwest corner of said 1.158 acre Williamson County tract, bears S22°45'29"E for a distance of 986.66 feet;

THENCE with the said westerly boundary line of the Frazier tract, through the interior of the apparent prescriptive right-of-way of said County Road 101, N22°45'29"W for a distance of 41.68 feet to the POINT OF BEGINNING hereof, and containing 0.087 acre of land.

PARCEL 11B

COMMENCING at a 1/2" iron rod found monumenting the northwest corner of said Frazier tract of land, same being on a point in the interior of the apparent prescriptive right-of-way of County Road 101;

THENCE with the westerly boundary line of said Frazier tract, through the interior of the apparent prescriptive right-of-way of said County Road 101, S22°45'29"E for a distance of 41.68 feet to an unmonumented point for the lower northwest corner hereof;

THENCE through the interior of said Frazier tract, with the apparent southerly prescriptive right-of-way line of said County Road 101, the following eight (8) courses and distances:

- 1) N16°05'04"E for a distance of 16.35 feet to an unmonumented angle point hereof;
- 2) N36°59'12"E for a distance of 12.59 feet to an unmonumented angle point hereof;
- 3) N61°34'50"E for a distance of 40.36 feet to an unmonumented angle point hereof;
- 4) N65°05'35"E for a distance of 79.68 feet to an unmonumented angle point hereof;
- 5) N65°21'48"E for a distance of 56.88 feet to an unmonumented angle point hereof;
- 6) N73°18'13"E for a distance of 16.01 feet to an unmonumented angle point hereof;
- 7) N65°17'52"E for a distance of 28.28 feet to an unmonumented angle point hereof;
- 8) N53°47'41"E for a distance of 34.34 feet to an unmonumented angle point hereof, same being on a point in the northerly boundary line of said Frazier tract, same being on a point in the southerly right-of-way line of said County Road 101;

THENCE with the north boundary line of said Frazier tract, N68°35'48"E for a distance of 24.58 to a 1/2" iron rod found with cap stamped "Williamson Cnty" monumenting the northeast corner hereof, same being on the northwest corner of a called 1.158-acre tract of land conveyed to Williamson County, Texas, as described in Document No. 2004069496 of the Official Public Records of Williamson County, Texas;

THENCE departing the north boundary line of said Frazier tract, with the curving west boundary line of said Williamson County tract, with a curve to the right an arc distance of 205.39 feet, said curve having a radius of 570.00 feet, a central angle of 20°38'45", and a long chord which bears S09°51'18"E for a distance of 204.28 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" for the southeast corner hereof;

THENCE departing the west boundary line of said Williamson County tract, through the interior of said Frazier tract, the following two (2) courses and distances:

- 1) S68°26'08"W for a distance of 204.49 feet to 1/2" iron rod found with cap stamped "RPLS 4249" for an angle point hereof;
- 2) S22°50'31"W for a distance of 69.78 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" monumenting the southwest corner hereof, same being on a point in the easterly right-of-way line of said County Road 101 and the westerly boundary line of said Frazier tract, and from which a 1/2" iron rod found monumenting the southwest corner of said Frazier tract of land, same being on the southwest corner of said 1.158 acre Williamson County tract, bears S22°45'29"E for a distance of 777.56 feet;

THENCE with the easterly right-of-way line of said County Road 101 and the westerly boundary line of said Frazier tract, N22°45'29"W for a distance of 209.10 feet to the POINT OF BEGINNING hereof and containing 1.246 acres of land.

PARCEL 11C

BEGINNING at a 1/2" iron rod found monumenting the northeast corner of said Frazier tract, same being on the northwest corner of a called 12.794-acre tract conveyed to Terry Gibich and Phyllis B. Gibich, as described in Document No. 2005061151 of the Official Public Records of Williamson County, Texas, same being on a point in the southerly boundary line of the called 50.00-acre tract conveyed to Charlotte Lyn Davis and described as "First Tract" in Document No. 2000014961 of the Official Public Records of Williamson County, Texas, for the POINT OF BEGINNING and northeast corner hereof;

THENCE with the east boundary line of said Frazier tract and the west boundary line of said Gibich tract, S22°35'12"E for a distance of 110.39 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" for the southeast corner hereof, and from which a 1/2" iron rod found monumenting the southeast corner of said Frazier tract bears S22°35'12"E for a distance of 1601.99 feet;

THENCE departing the west boundary line of said Gibich tract, through the interior of said Frazier tract, the following three (3) courses and distances:

1. S56°23'10"W for a distance of 206.23 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" monumenting a point of curvature hereof,
2. With a curve to the right an arc distance of 441.63 feet, said curve having a radius of 2100.00 feet, a central angle of 12°02'57", and a long chord which bears S62°24'39"W for a distance of 440.81 feet to a 1/2" iron rod found monumenting the end point of this curve;
3. S68°26'08"W for a distance of 250.12 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" in the curving easterly boundary line of the called 1.158-acre tract of land conveyed to Williamson County, Texas, as described in Document No. 2004069496 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof;

SILAS PALMER SURVEY
ABSTRACT NO. 499

CHARLOTTE LYN DAVIS
(FIRST TRACT - 50 ACRES)
DOC. 2000014961
O.P.R.W.C.T.

SURVEY OF 3 TRACTS OF LAND
OUT OF THE JAMES C. EAVES SURVEY,
ABSTRACT NO. 213
WILLAMSON COUNTY, TEXAS

SCALE: 1" = 200'



JERRY W. ROZNOVAK
90.68 ACRES
VOL. 1599, PG. 750
O.P.R.W.C.T.

PARCEL 11A
0.087 ACRE
PRESCRIPTIVE ROW
SEE SHEET 2 OF 5

ZONE "A"
(UNSHADED)
ZONE "A"

ZONE "A"
(UNSHADED)

PROPOSED R.O.W.

CONCRETE
BRIDGE

PAVEMENT

PARCEL 11B
1.246 ACRES
SEE SHEET 3 OF 5
NORTH MUSTANG
W/CAP
RPLS
4249°

SHUMORE JOINT VENTURE
67.78 ACRES
DOC. 2000039782
O.P.R.W.C.T.

JOHN THOMAS SURVEY
ABSTRACT NO. 610

COUNTY ROAD 101

CREEK

PARCEL 11 DE-2
0.120 ACRE

PARCEL 11 DE-1
0.424 ACRE

PARCEL 11 DE-3
0.265 ACRE

FRAZIER FAMILY
INVESTMENTS, LTD.
REMAINDER PORTION OF
38.07 ACRES
DOC. 2007050851
O.P.R.W.C.T.

WILLAMSON COUNTY
1.158 ACRES
DOC. 2004069496
O.P.R.W.C.T.

JAMES C. EAVES SURVEY
ABSTRACT NO. 213

TERRY GIBICH &
PHYLLIS B. GIBICH
(12.794 ACRES)
DOC. 2005061151
O.P.R.W.C.T.

PROPOSED R.O.W.
APPROXIMATE SURVEY LINE

EASEMENTS:
JONAH WATER
SPECIAL UTILITY DISTRICT
15' WIDE RIGHT-OF-WAY EASEMENT
DOC. NO. 9652478

FRED R. PARKS
10' WIDE WATER LINE EASEMENT
VOL. 2436, PG. 725

CHANDLER ROAD PHASE IIIA
FRAZIER PARCEL 11A, 11B & 11C
RIGHT-OF-WAY
OVERALL VIEW

SHEET 1 OF 5



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

JERRY W. ROZNOVAK
90.68 ACRES
VOL. 1599, PG. 750

CHARLOTTE LYN DAVIS
(FIRST TRACT - 50 ACRES)
DOC. 2000014961

SCALE: 1" = 100'



PARCEL 11A
0.087 ACRE
PRESCRIPTIVE ROW

SILAS PALMER SURVEY
ABSTRACT NO. 499

JAMES C. EAVES SURVEY
ABSTRACT NO. 213

PARCEL 11C
3.501 ACRES

PROPOSED R.O.W.
(UNSHADED)
ZONE "X"
ZONE "A"

JOHN THOMAS SURVEY
ABSTRACT NO. 610

SHUMORE JOINT VENTURE
67.78 ACRES
DOC. 2000039782

- EASEMENTS:
- (A) JONAH WATER SPECIAL UTILITY DISTRICT 15' WIDE RIGHT-OF-WAY EASEMENT DOC. NO. 9652478
 - (B) FRED R. PARKS 10' WIDE WATER LINE EASEMENT VOL. 2436, PG. 725

COUNTY ROAD 101 PAVEMENT

522'45"29"

988.66'

MUSTANG CREEK NORTH

FRAZIER FAMILY INVESTMENTS, LTD.
REMAINDER PORTION OF
38.07 ACRES
DOC. 2007050851

PARCEL 11 DE-1
0.424 ACRE

WILLIAMSON COUNTY
1.158 ACRES

DOC. 2004069496

FRAZIER FAMILY INVESTMENTS, LTD.
REMAINDER PORTION OF
38.07 ACRES
DOC. 2007050851

ZONE "X"
(UNSHADED)

PARCEL 11 DE-3 0.265 ACRE

LINE	BEARING	DISTANCE
L1	N68°35'48"E	275.43'
L2	S53°47'41"W	34.34'
L3	S65°17'52"W	28.28'
L4	S73°18'13"W	16.01'
L5	S65°21'48"W	56.88'
L6	S65°05'35"W	79.68'
L7	S61°34'50"W	40.36'
L8	S36°59'12"W	12.59'
L9	S16°05'04"W	16.35'
L10	N22°45'29"W	41.68'
L11	N68°35'48"E	24.58'

CHANDLER ROAD PHASE IIIA
FRAZIER PARCEL 11A
PRESCRIPTIVE RIGHT-OF-WAY
SHEET 2 OF 5

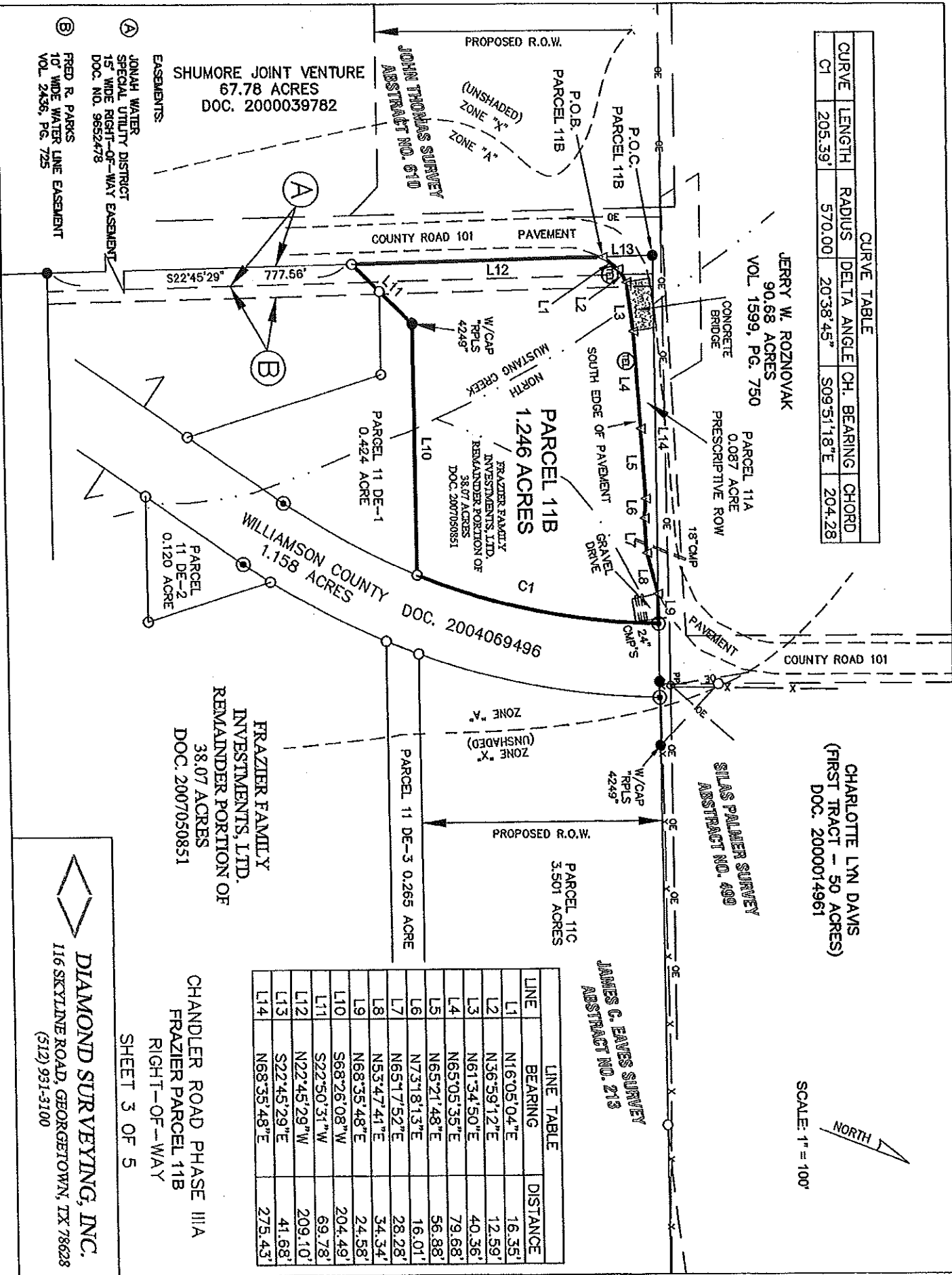


DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CH. BEARING	CHORD
C1	205.39'	570.00	20°38'45"	S09°51'18"E	204.28

CHARLOTTE LYN DAVIS
(FIRST TRACT - 50 ACRES)
DOC. 2000014961

SCALE: 1" = 100'



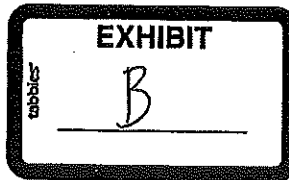
JAMES C. EAVES SURVEY
ABSTRACT NO. 213

LINE	BEARING	DISTANCE
L1	N16°05'04"E	16.35'
L2	N36°59'12"E	12.59'
L3	N61°34'50"E	40.36'
L4	N65°05'35"E	79.68'
L5	N65°21'48"E	56.88'
L6	N73°18'13"E	16.01'
L7	N65°17'52"E	28.28'
L8	N53°47'41"E	34.34'
L9	N68°35'48"E	24.58'
L10	S68°26'08"W	204.49'
L11	S22°50'31"W	69.78'
L12	N22°45'29"W	209.10'
L13	S22°45'29"E	41.68'
L14	N68°35'48"E	275.43'

CHANDLER ROAD PHASE IIIA
FRAZIER PARCEL 11B
RIGHT-OF-WAY
SHEET 3 OF 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

- ① JONAH WATER SPECIAL UTILITY DISTRICT 15' WIDE RIGHT-OF-WAY EASEMENT DOC. NO. 9652478
- ② FRED R. PARKS 10' WIDE WATER LINE EASEMENT VOL. 2436, PG. 725



CHANDLER ROAD PHASE IIIA PARCEL 11 DE-1, 11 DE-2 & 11 DE-3
EASEMENTS

METES AND BOUNDS DESCRIPTIONS

FOR THREE TRACTS OF LAND OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS, ALL BEING OUT OF THE REMAINDER PORTION OF A CALLED 38.07-ACRE TRACT OF LAND CONVEYED TO FRAZIER FAMILY INVESTMENTS, LTD., AS DESCRIBED IN DOCUMENT NO. 2007050851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID THREE TRACTS OF LAND BEING DESIGNATED HEREIN AS PARCEL 11 DE-1, CONTAINING 0.424-ACRE OF LAND, PARCEL 11 DE-2, CONTAINING 0.120-ACRE OF LAND, AND PARCEL 11 DE-3, CONTAINING 0.265-ACRE OF LAND, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL 11 DE-1

COMMENCING at a 1/2" iron rod found monumenting the northwest corner of said Frazier tract of land, same being on a point in the interior of the apparent prescriptive right-of-way of County Road 101;

THENCE with the westerly boundary line of said Frazier Family Investments, LTD., tract, S22°45'29"E for a distance of 250.78 feet to a 1/2" iron rod set stamped "Diamond Surveying" on the southwest corner of a proposed 1.246-acre Chandler Road right-of-way tract, same being on a point in the easterly right-of-way line of said County Road 101;

THENCE departing said easterly right-of-way line of County Road 101, with the southerly boundary line of said proposed 1.246-acre Chandler Road right-of-way tract, crossing through the interior of said Frazier tract, N22°50'31"E for a distance of 31.98 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" monumenting the most westerly corner and POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Frazier tract, with the southerly boundary line of said proposed 1.246-acre Chandler Road right-of-way tract, the following two (2) courses and distances:

1) N22°50'31"E for a distance of 37.79 feet to a 1/2" iron rod found with cap stamped "RPLS 4249" for the northwest corner hereof;

2) N68°26'08"E for a distance of 204.49 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" on a point in the curving west boundary line of the called 1.158-acre tract of land conveyed to Williamson County, Texas, as described in Document No. 2004069496 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE with the curving west boundary line of said 1.158-acre Williamson County tract, with a curve to the right an arc distance of 125.19 feet, said curve having a radius of 570.00 feet, a central angle of 12°35'02", and a long chord which bears S06°45'35"W for a distance of 124.94 feet to a 1/2" iron rod found with cap stamped "Williamson Cnty" monumenting the end point of this curve;

THENCE continuing with said west boundary line of the 1.158-acre Williamson County tract, S13°01'30"W for a distance of 95.50 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" for the southeast corner of hereof;

THENCE departing the west boundary line of said 1.158-acre Williamson County tract, through the interior of said Frazier tract, the following two (2) courses and distances:

1) N38°39'52"W for a distance of 169.07 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" for an angle point hereof;

2) S68°26'08"W for a distance of 67.73 feet to the POINT OF BEGINNING hereof and containing 0.424 acre of land more or less.

2) S68°26'06"W for a distance of 102.05 feet to a 1/2" iron rod set stamped "Diamond Surveying", being on a point in the easterly boundary line of the said 1.158-acre Williamson County tract, for the southwest corner hereof;

THENCE with the easterly boundary line of said 1.158-acre Williamson County tract, the following two (2) courses and distances:

- 1) N13°03'27"E for a distance of 98.35 feet to a 1/2" iron rod found on the beginning point of a curve to the left;
- 2) With said curve to the left an arc distance of 26.35 feet, said curve having a radius of 630.00 feet, a central angle of 2°23'46", and a long chord which bears N11°51'14"E for a distance of 26.34 feet to the POINT OF BEGINNING hereof and containing 0.120 acre more or less.

PARCEL 11 DE-3

COMMENCING at a 1/2" iron rod found monumenting the northwest corner of said Frazier tract of land, same being on a point in the interior of the apparent prescriptive right-of-way of County Road 101;

THENCE in part with the northerly boundary line of said Frazier tract, and in part with the northerly boundary line of aforementioned 1.158-acre Williamson County tract, same being through the apparent prescriptive right-of-way said County Road 101, N68°35'48"E passing at a distance of 300.00 feet a 1/2" iron rod found with cap stamped "Williamson Cnty" on the northwest corner of said 1.158-acre Williamson County, tract, continuing for a total distance of 347.08 feet to a 1/2" iron rod found monumenting the southwest corner of the called 50.00-acre tract conveyed to Charlotte Lyn Davis and described as "First Tract" in Document No. 2000014961 of the Official Public Records of Williamson County, Texas, same being on a point in said northerly boundary line of the 1.158-acre Williamson County tract;

THENCE with said northerly boundary line of the 1.158-acre Williamson County tract, and the southerly boundary line of

said Davis tract, N68°26'58"E for a distance of 12.94 feet to a 1/2" iron rod found monumenting the northeast corner of said 1.158-acre Williamson County tract;

THENCE with the curving east boundary line of said 1.158-acre Williamson County tract, with a curve to the right an arc distance of 204.23 feet, said curve having a radius of 630.00 feet, a central angle of 18°34'25", and a long chord which bears S11°00'39"E for a distance of 203.33 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" on the southwest corner of a proposed 3.501-acre Chandler Road right-of-way tract, for the northwest corner and POINT OF BEGINNING hereof;

THENCE departing the easterly boundary line of said 1.158-acre Williamson County tract, through the interior of said Frazier tract, with the southerly boundary line of said proposed 3.501-acre Chandler Road right-of-way tract, the following two (2) courses and distances:

- 1) N68°26'08"E for a distance of 250.12 feet to a 1/2" iron rod found in concrete on the beginning point of a curve to the left;
- 2) With said curve to the left an arc distance of 170.96 feet, said curve having a radius of 2100.00 feet, a central angle of 4°39'52", and a long chord which bears N66°06'12"E for a distance of 170.91 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" on the end point of this curve, for the northeast corner hereof;

THENCE departing the southerly boundary line of said proposed 3.501-acre Chandler Road right-of-way tract, continuing through the interior of said Frazier tract, the following three (3) courses and distances:

- 1) S26°13'44"E for a distance of 27.00 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" on the beginning point of a curve to the right, for the southeast corner hereof;
- 3) With said curve to the right an arc distance of 173.16 feet, said curve having a radius of 2127.00 feet, a central angle of 4°39'52", and a long chord which bears S66°06'12"W for a distance of 173.11 feet to a 1/2" iron rod set with

SURVEY OF 3 TRACTS OF LAND
OUT OF THE JAMES C. EAVES SURVEY,
ABSTRACT NO. 213
WILLIAMSON COUNTY, TEXAS

(A) JONAH WATER
SPECIAL UTILITY DISTRICT
15' WIDE RIGHT-OF-WAY EASEMENT
DOC. NO. 9652478
O.R.W.C.T.

(B) FRED R. PARKS
10' WIDE WATER LINE EASEMENT
VOL. 2436, PG. 725

CHARLOTTE LYN DAVIS
(FIRST TRACT - 50 ACRES)
DOC. 2000014961

SILAS PALMER SURVEY
ABSTRACT NO. 499

JAMES C. EAVES SURVEY
ABSTRACT NO. 213

TERRY GIBICH &
PHYLLIS B. GIBICH
(12.794 ACRES)
DOC. 2005061151

FRAZIER FAMILY
INVESTMENTS, LTD.
REMAINDER PORTION OF
38.07 ACRES
DOC. 2007050851

WILLIAMSON COUNTY
1.158 ACRES
DOC. 2004069496

CHANDLER ROAD PHASE IIIA
PARCEL 11 DE-1, DE-2 & DE-3
SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



SCALE: 1" = 200'

JERRY W. ROZNOVAK
90.68 ACRES
VOL. 1599, PG. 750

CONCRETE
BRIDGE

PARCEL 11A
0.087 ACRE
PREScriptive ROW

PARCEL 11B
1.246 ACRES

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GENERAL NOTES:

1. The tracts shown hereon lies within Flood Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain) and Zone "A" shaded (no base flood elevations determined) according to Flood Rate Map for Williamson County, Texas, Map No. 48491C0510 E dated September 26, 2008.
2. Bearing Basis: Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93). Distances shown hereon are surface. A metes and bounds description has been prepared to accompany this survey sketch.

TITLE COMMITMENT NOTES

The Surveyor has reviewed Commitment for Title Insurance GF No. 9691-10-1290 issued by Title Resources Guaranty Company, issue date October 1, 2010, with regard to any record easements, right of way or setbacks affecting the subject property.

10d) A road and pass way easement reserved by Grantor, in instrument recorded in Volume 225, Page 72, Deed Records, Williamson County, Texas. Does not affect subject tract.

10e) An easement granted to Lone Star Gas Company, in instrument recorded in Volume 239, Page 86, Deed Records, Williamson County, Texas. Blanket Type Easement affects subject tract.

10f) A right-of-way easement granted to Jonah Water Supply Corp., in instrument recorded in Volume 563, Page 698, Deed Records, Williamson County, Texas. May affect subject tract. Unable to determine exact location of said easement, due to vague description. Said instrument states: The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

10g) An easement granted to Texas Power & Light Company, in instrument recorded in Volume 747, Page 142, Deed Records, Williamson County, Texas. Does not affect subject tracts.

10h) A water line easement reserved by Grantor, in instrument recorded in Volume 2436, Page 725, Deed Records, Williamson County, Texas. Affects as shown.

10i) A water line easement granted to Jonah Water Special Utility District, in instrument recorded in Document No. 9652478, Official Records, Williamson County, Texas. Affects as shown.

LEGEND

- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD FOUND W/CAP
 - "WILLIAMSON CNTY"
 - 1/2" IRON ROD W/CAP SET
 - ▽ CALCULATED POINT
 - R.O.W. = RIGHT-OF-WAY
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCING
 - x— WIRE FENCE
- ALL DOCUMENTS LISTED HEREON ARE RECORDED AT THE WILLIAMSON COUNTY CLERK'S OFFICE IN GEORGETOWN, TEXAS.

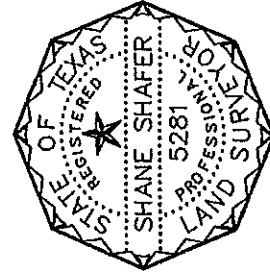
SURVEY OF 3 TRACTS OF LAND
OUT OF THE JAMES C. EAVES SURVEY,
ABSTRACT NO. 213
WILLIAMSON COUNTY, TEXAS

CERTIFICATION TO: Williamson County, Texas, and Title Resources
Guaranty Company EXCLUSIVELY.

THE UNDERSIGNED CERTIFIES THAT THIS SURVEY WAS THIS DAY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND OF THE REAL PROPERTY SHOWN ON THE SURVEY, AND AFTER THE EXERCISE OF PROFESSIONAL DILIGENCE AND REASONABLE CARE THAT THIS SURVEY IS CORRECT TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF; THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, OR BOUNDARY CONFLICTS OR VISIBLE ENCROACHMENTS, PROTRUSIONS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN HEREON; AND THAT THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Shane Shafer

JULY 25, 2011



CHANDLER ROAD PHASE IIIA
PARCEL 11 DE-1, DE-2 & DE-3
SHEET 2 OF 2

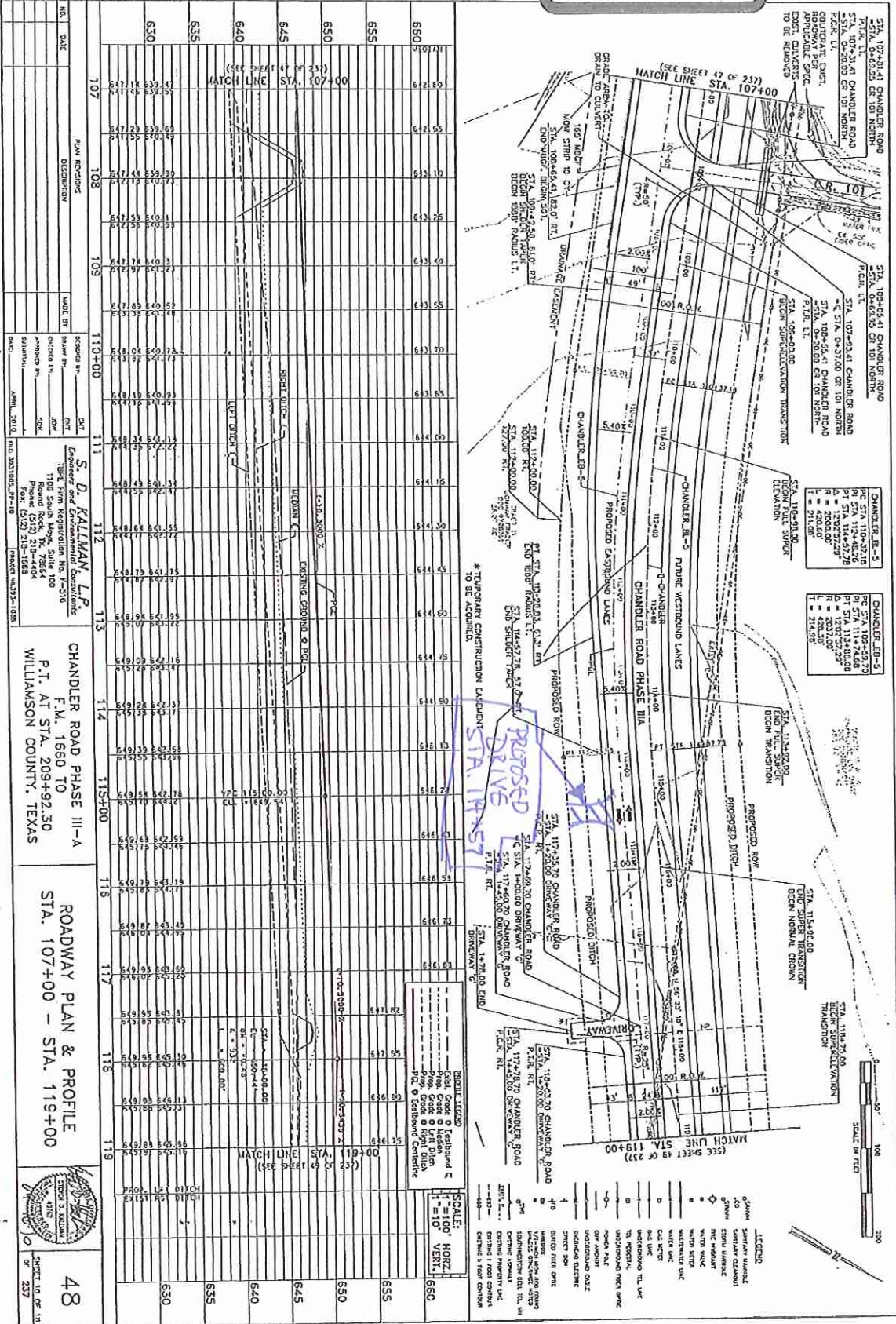


DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

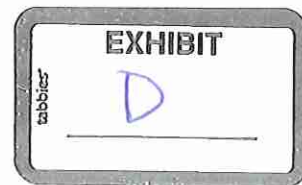
EXHIBIT

3/27/2010

11:53:47 AM
3/27/2010 11:53:47 AM



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



THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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 roadway 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 DONHAM P. FRAZIER and FRAZIER FAMILY INVESTMENTS, LTD., a Texas limited partnership, 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 those three certain tracts of land consisting of 0.087 acre, 1.246 acres, and 3.501 acres, more or less, situated in the James C. 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 11A-11C)

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:

Donham P. Frazier

Frazier Family Investments, Ltd.,
a Texas limited partnership

By:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2011 by _____, 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 §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That DONHAM P. FRAZIER and FRAZIER FAMILY INVESTMENTS, LTD., a Texas limited partnership, 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 three certain tracts of land consisting of 0.424 acre, 0.120 acre, and 0.265 acre, more or less, situated in the James C. 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 11DE1-DE3)

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 Exhibit "A" 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 Grantee 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:

Donham P. Frazier

Frazier Family Investments, Ltd.,
a Texas limited partnership

By: _____

Its: _____

PREPARED IN THE OFFICE OF:

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

GRANTEE'S ADDRESS:

Williamson County, Texas
c/o County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: