

## **REAL ESTATE CONTRACT**

THIS REAL ESTATE CONTRACT ("Contract") is made by CHANG 2012 FAMILY TRUST and FRANCES P. LAI (collectively referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (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 0.9418 acre (41,025 Sq. Ft.) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**); and

Drainage Easement interest in and across that certain 0.2171 (9,455 square feet) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 3DE**);

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 situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, 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 Exhibit "A" and any improvements thereon, together with the Drainage Easement interest described in Exhibit "B", shall be the sum of TWO HUNDRED ONE THOUSAND FIVE HUNDRED FORTY-TWO and 00/100 Dollars (\$201,542.00).

#### **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 current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as 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 portion of the Property herein which is shown in Exhibits "A" and "B" 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 Independence Title Company on or before May 31<sup>st</sup>, 2017, 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", 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 "C", attached hereto and incorporated herein.

(2) Deliver to Purchase a duly executed and acknowledged Drainage Easement conveying such interest in and to all of the Property Described in Exhibit "B."

The Drainage Easement shall be in the form as shown in Exhibit "D", attached hereto and incorporated herein.

(3) 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 Purchaser's contracted interests in and 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".
- (d) 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 Williamson County, Texas which date is indicated beneath the County Judge's signature below.


Counterparts

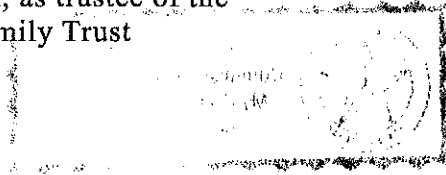
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*(signature page follows)*

**SELLER:**

CHANG 2012 FAMILY TRUST

  
\_\_\_\_\_  
Morgan HT Lin, as trustee of the  
Chang 2012 Family Trust



\_\_\_\_\_  
Frances P. Lai, an individual

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

*(acknowledgments on following page)*

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF Travis

§

§

This instrument was acknowledged before me on this the 23rd day of June, 2017, by Morgan HT Lin, as trustee of the Chang 2012 Family Trust, in the capacity and for the purposes and consideration recited therein.



*Phuong Kampa*

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by Frances P. Lai, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

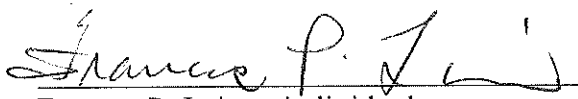
\_\_\_\_\_  
Notary Public, State of Texas



**SELLER:**

CHANG 2012 FAMILY TRUST

\_\_\_\_\_  
Morgan HT Lin, as trustee of the  
Chang 2012 Family Trust

  
\_\_\_\_\_  
Frances P. Lai, an individual

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

*(acknowledgments on following page)*

## ACKNOWLEDGMENT

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by Morgan HT Lin, as trustee of the Chang 2012 Family Trust, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

## ACKNOWLEDGMENT

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by Frances P. Lai, in the capacity and for the purposes and consideration recited therein.

**SEE ATTACHED  
CALIFORNIA  
NOTARIZATION**

Notary Public, State of Texas

## ACKNOWLEDGMENT

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

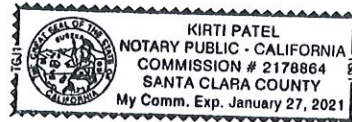
County of Santa Clara

On 24 MAY 2017 before me, KIRTI PATEL, Notary Public, personally appeared  
FRANCES P. LAI

who 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. I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



(Notary Seal)

### OPTIONAL INFORMATION

*The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgement performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.*

### DESCRIPTION OF ATTACHED DOCUMENT

REAL ESTATE CONTRACT  
(Title of document)

Number of Pages 7 (Including acknowledgment)

Document Date NO DATE

### CAPACITY CLAIMED BY SIGNER

☒ Individual  
☐ Corporate Officer  
☐ Partner  
☐ Attorney-In-Fact  
☐ Trustee  
☐ Other: \_\_\_\_\_

## EXHIBIT A

0.9418-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1783(gt)  
Page 1 of 4

### FIELD NOTES DESCRIPTION – PARCEL 3

DESCRIPTION OF 0.9418 ACRE (41,025 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 25.38 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO CHING RUTH HSU AND FRANCIS P. LAI, CUSTODIAN FOR NANCY N. LAI, OF RECORD IN DOCUMENT NO. 1997025003, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN THE DEEDS TO CHANG 2012 FAMILY TRUST (ONE-HALF (1/2) UNDIVIDED INTEREST) OF RECORD IN DOCUMENT NO. 2012103438, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FRANCIS P. LAI (ONE-HALF (1/2) UNDIVIDED INTEREST) OF RECORD IN DOCUMENT NO. 2012103470, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.9418 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found, 42.30 feet right of Williamson County Road 259 Engineer's Baseline Station 201+07.79, at a re-entrant corner in the existing north right-of-way line of County Road 259, a varying width right-of-way, same being the southwest corner of the said 25.38 acre tract, same being the southeast corner of that certain called 82.28 acre tract of land designated as Tract 12, and described in the deed to 183 BLW, LP of record in Document No. 2010029253, Official Public Records of Williamson County, Texas, and same being the southeast corner of that certain called 5.509 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2013002950, Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 22° 45' 11" W, with the existing north right-of-way line of County Road 259, same being the west line of the said 25.38 acre tract, same being the east lines of the said 82.28 acre tract and the said 5.509 acre tract, and with the west line of the tract described herein, a distance of 117.30 feet to a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 75.00 feet left of County Road 259 Baseline Station 201+06.69, at an angle point in the existing north right-of-way line of County Road 259, same being the northeast corner of the said 5.509 acre tract, for the northwest corner of the tract described herein, from which a 40D nail found in a fence post at the end of a rock wall, at an angle point in the east line of the said 82.28 acre tract bears N 22° 45' 11" W, a distance of 190.33 feet;

**THENCE** leaving the existing north right-of-way line of County Road 259 and crossing the said 25.38 acre tract with the proposed north right-of-way line of County Road 259 and with the north line of the tract described herein, the following two (2) courses and distances:

1. N 67° 46' 55" E, a distance of 250.19 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 203+56.89, for a point of curvature, and
2. with the arc of a curve to the right, having a radius of 750.00 feet, an arc distance of 125.13 feet and a chord which bears N 72° 33' 41" E, a distance of 124.98 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 204+69.50, in the west line of Lot 3, Seward Junction Commercial Park, a subdivision of record in Cabinet W, Slides 318-319, Plat Records of Williamson County, Texas, for the northeast corner of the tract described herein, from which a calculated point at the northwest corner of Lot 2 of the said Seward Junction Commercial Park, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of the said 25.38 acre tract bears N 09° 32' 10" W, a distance of 1045.65 feet, and from said calculated point a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found bears S 09° 32' 10" E, a distance of 0.50 feet;

**THENCE** S 09° 32' 10" E, continuing across the said 25.38 acre tract with the west line of the said Lot 3, Seward Junction Commercial Park, and with the east line of the tract described herein, a distance of 102.82 feet to a 1/2-inch iron rod with illegible plastic cap found, 27.64 feet right of County Road 259

0.9418-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1783(gt)  
Page 2 of 4

Baseline Station 204+63.66, in the existing north right-of-way line of County Road 259, same being the south line of the said 25.38 acre tract, at the southwest corner of the said Lot 3, Seward Junction Commercial Park, for the southeast corner of the tract described herein;

**THENCE** S 66° 42' 32" W, with the existing north right-of-way line of Country Road 259, same being the south line of the said 25.38 acre tract, and with the south line of the tract described herein, a distance of 351.13 feet to the **POINT OF BEGINNING** and containing 0.9418 acre (41,025 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

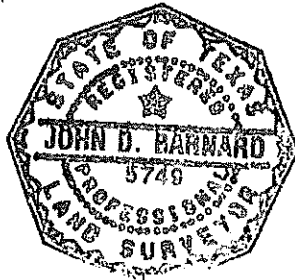
BOWMAN WORD FILE: FN1783(gt)


THE STATE OF TEXAS       §  
                                     §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24<sup>th</sup> of August, 2016 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



  
John D. Barnard  
Registered Professional Land Surveyor  
No. 5749 – State of Texas

# NOAH SMITHWICK SURVEY, A-590

## LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- ILLEGIBLE 1/2" IRON ROD W/ PLASTIC CAP AND ILLEGIBLE STAMPING FOUND
- LOOMS 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LOOMS" PREVIOUSLY SET
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "BOC" SET
- △ CALCULATED POINT
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.R.W.C.TX. PLAT RECORDS OF WILLAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS

REMAINDER (25.38 AC.)  
CHANG 2012 FAMILY TRUST  
1/2 UNDIVIDED INTEREST  
DEED WITHOUT WARRANTY  
DOC. NO. 2012103438, O.P.R.W.C.TX.  
AND  
FRANCIS P. LAI  
1/2 UNDIVIDED INTEREST  
DEED WITHOUT WARRANTY  
DOC. NO. 2012103470, O.P.R.W.C.TX.  
REMAINDER (25.38 AC.)  
DOC. NO. 1997025003, O.R.W.C.TX.  
SAVE & EXCEPT (10.22 AC.)  
DOC. NO. 2002066738, O.R.W.C.TX.

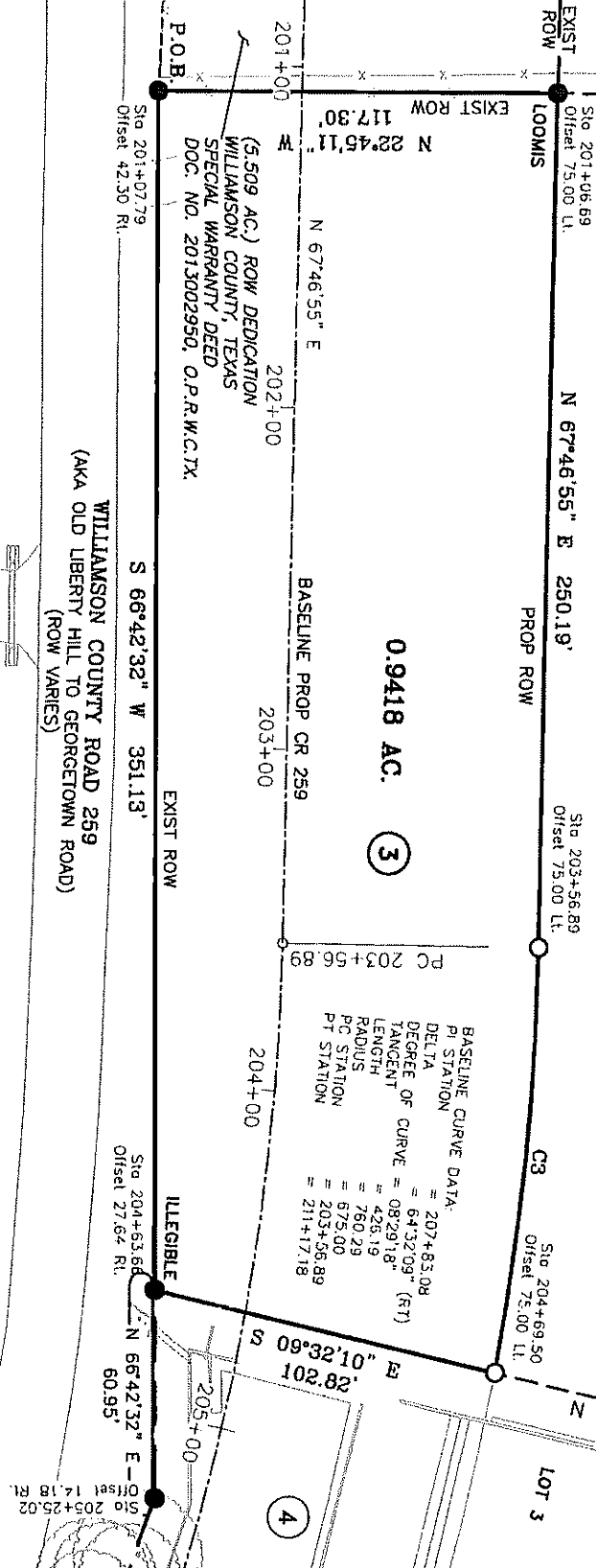
SCALE: 1"=50'  
AUGUST, 2016  
WILLAMSON COUNTY,  
TEXAS

STATE HIGHWAY NO. 29  
(ROW VARIES)  
1/2" IRON ROD W/CAP  
STAMPED "RPLS 2218" FOUND  
BEARS: S 09°32'10" E, 0.50'

SEWARD JUNCTION  
COMMERCIAL PARK  
CAB. W. SLIDES 318-319, P.R.W.C.TX.  
N 09°32'10" W 129.19'  
N 09°32'10" W 145.59'  
N 09°32'10" W 145.59'  
N 09°32'10" W 145.59'

CURVE TABLE			
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING
C3	750.00'	125.13'	N 72°33'41" E
			CHORD DISTANCE
			124.98'

BASELINE CURVE DATA:  
PI STATION = 207+83.08  
DELTA = 64°33'09" (RT)  
DEGREE OF CURVE = 08°29'18"  
TANGENT LENGTH = 426.19  
RADIUS = 760.29  
PC STATION = 675.00  
PT STATION = 203+56.89  
= 211+17.18



**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
3101 Bee Cave Road, Suite 100, Austin, Texas 78746  
Phone: (512) 327-1160 Fax: (512) 327-4062  
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1783

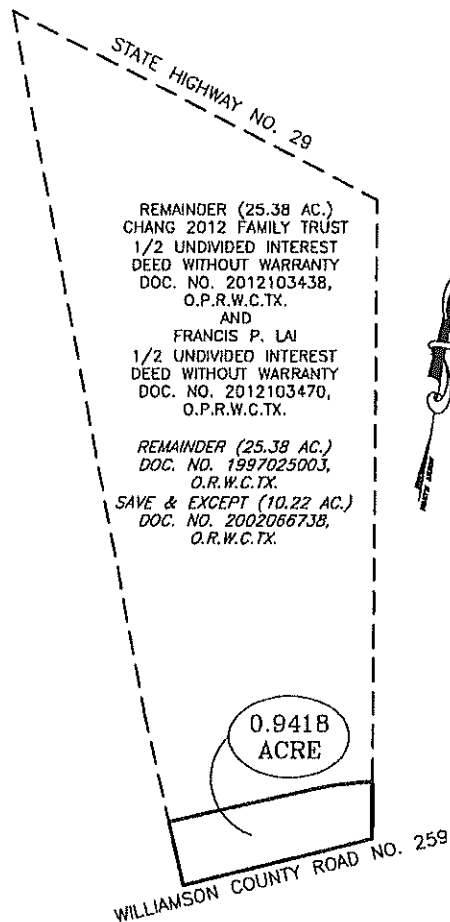
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

DATE: Aug 23, 2016-4:38pm

FILE: \\Longhorn\new\_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW\_Sk1783.dwg

#### NOTES:

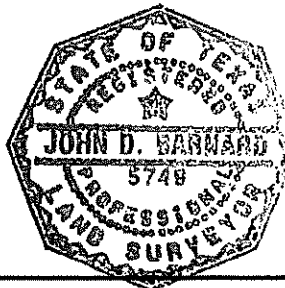
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N246301B.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011ALO1.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.




WHOLE PROPERTY INSET  
(NOT TO SCALE)

**PROPOSED PARCEL ACQUISITION TABLE**  
RECORD PROPERTY AREA = 25.38 ACRES  
DOC. 2002066738 SAVE & EXCEPT = 10.22 ACRES  
PROPOSED ROW ACQUISITION AREA = 0.9418 ACRE  
CALCULATED REMAINDER AREA = 14.2182 ACRES

#### SURVEYOR CERTIFICATION



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.

  
JOHN D. BARNARD  
REGISTERED PROFESSIONAL LAND  
SURVEYOR NO. 5749,  
STATE OF TEXAS

8/24/16  
DATE

**Bowman**  
CONSULTING

Bowman Consulting Group, Ltd.  
3101 Bee Cave Road, Suite 100, Austin, Texas 78746  
Phone: (512) 327-1180 Fax: (512) 327-4062  
www.bowmanconsulting.com Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101205-00

**EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1783**

## EXHIBIT B

0.2171-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1869-R1(gt)  
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### FIELD NOTES DESCRIPTION – PARCEL 3DE

DESCRIPTION OF 0.2171 ACRE (9,455 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 25.38 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO CHING RUTH HSU AND FRANCIS P. LAI, CUSTODIAN FOR NANCY N. LAI, OF RECORD IN DOCUMENT NO. 1997025003, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED IN THE DEEDS TO CHANG 2012 FAMILY TRUST (ONE-HALF (1/2) UNDIVIDED INTEREST) OF RECORD IN DOCUMENT NO. 2012103438, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FRANCIS P. LAI (ONE-HALF (1/2) UNDIVIDED INTEREST) OF RECORD IN DOCUMENT NO. 2012103470, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.2171 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found, 42.30 feet right of Williamson County Road 259 Engineer's Baseline Station 201+07.79, at a re-entrant corner in the existing north right-of-way line of County Road 259, a varying width right-of-way, same being the southwest corner of the said 25.38 acre tract, same being the southeast corner of that certain called 82.28 acre tract of land designated as Tract 12, and described in the deed to 183 BLW, LP of record in Document No. 2010029253, Official Public Records of Williamson County, Texas, and same being the southeast corner of that certain called 5.509 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2013002950, Official Public Records of Williamson County, Texas;

**THENCE** N 22° 45' 11" W, with the existing north right-of-way line of County Road 259, same being the west line of the said 25.38 acre tract, same being the east lines of the said 82.28 acre tract and the said 5.509 acre tract, a distance of 117.30 feet to a 1/2-inch iron rod with plastic cap stamped "LOOMIS" previously set, 75.00 feet left of County Road 259 Baseline Station 201+06.69, at an angle point in the existing north right-of-way line of County Road 259, same being the northeast corner of the said 5.509 acre tract, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 22° 45' 11" W, continuing with west line of the said 25.38 acre tract, same being the east line of the said 82.28 acre tract, and with the west line of the tract described herein, 25.00 feet to a calculated point for the northwest corner of the tract described herein, from which a 40D nail found in a fence post at the end of a rock wall, at an angle point in the east line of the said 82.28 acre tract bears N 22° 45' 11" W, a distance of 165.33 feet;

**THENCE** crossing the said 25.38 acre tract with the north line of the tract described herein, the following two (2) courses and distances:

1. N 67° 46' 55" E, a distance of 250.42 feet to a calculated point of curvature, and
2. with the arc of a curve to the right, having a radius of 775.00 feet, an arc distance of 130.66 feet and a chord which bears N 72° 36' 42" E, a distance of 130.51 feet to a calculated point in the west line of Lot 3, Seward Junction Commercial Park, a subdivision of record in Cabinet W, Slides 318-319, Plat Records of Williamson County, Texas, for the northeast corner of the tract described herein, from which a calculated point at the northwest corner of Lot 2 of the said Seward Junction Commercial Park, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of the said 25.38 acre tract bears N 09° 32' 10" W, a distance of 1020.61 feet, and from said calculated point a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found bears S 09° 32' 10" E, a distance of 0.50 feet;

**THENCE** S 09° 32' 10" E, continuing across the said 25.38 acre tract with the west line of the said Lot 3, Seward Junction Commercial Park, and with the east line of the tract described herein, a distance of 25.04 feet to 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline



0.2171-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
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Station 204+69.50, in the proposed north right-of-way line of County Road 259, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with illegible plastic cap found, 27.64 feet right of County Road 259 Baseline Station 204+63.66, in the existing north right-of-way line of County Road 259, same being the south line of the said 25.38 acre tract, at the southwest corner of the said Lot 3, Seward Junction Commercial Park, bears S 09° 32' 10" E, a distance of 102.82 feet;

**THENCE** re-crossing the said 25.38 acre tract with proposed north right-of-way line of County Road 259, and with the south line of the tract described herein, the following two (2) courses and distances:

1. with the arc of a curve to the left, having a radius of 750.00 feet, an arc distance of 125.13 feet and a chord which bears S 72° 33' 41" W, a distance of 124.98 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 203+56.89, for a point of curvature, and
2. S 67° 46' 55" W, a distance of 250.19 feet to the **POINT OF BEGINNING** and containing 0.2171 acre (9,455 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1869-R1(gt)


THE STATE OF TEXAS       §  
                                     §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24<sup>th</sup> of August, 2016 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



  
John D. Barnard  
Registered Professional Land Surveyor  
No. 5749 – State of Texas



**NOTES:**

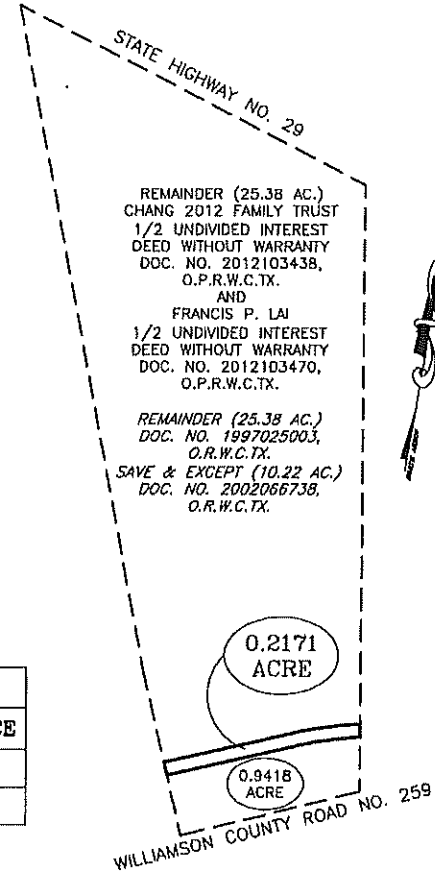
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 03-06-2016.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.

**CURVE TABLE**

CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	775.00'	130.66'	N 72°36'42" E	130.51'
C2	750.00'	125.13'	S 72°33'41" W	124.98'

**LINE TABLE**

LINE #	BEARING	DISTANCE
L1	N 22°45'11" W	25.00'
L2	S 09°32'10" E	25.04'



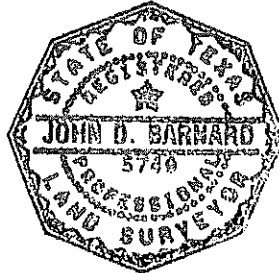
WHOLE PROPERTY INSET  
(NOT TO SCALE)

**PROPOSED PARCEL ACQUISITION TABLE**

RECORD PROPERTY AREA = 25.38 ACRES  
DOC. 2002066738 SAVE & EXCEPT = 10.22 ACRES  
PROPOSED ROW ACQUISITION AREA = 0.9418 ACRE  
CALCULATED REMAINDER AREA = 14.2182 ACRES  
PROPOSED DRAINAGE EASEMENT = 0.2171 ACRE

**SURVEYOR CERTIFICATION**

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.



JOHN D. BARNARD  
REGISTERED PROFESSIONAL LAND  
SURVEYOR NO. 5749,  
STATE OF TEXAS

DATE

**Bowman**  
CONSULTING

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TBPE Firm No. F-14309 | TBPLS Firm No. 101205-00

**EXHIBIT TO ACCOMPANY  
FIELD NOTES DESCRIPTION  
FN1869-R1**

DATE: Aug 23, 2016-6:27pm

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