

**REAL ESTATE CONTRACT**  
North Mays Extension—Parcel 7

THIS REAL ESTATE CONTRACT (“Contract”) is made by CHANDLER CREEK, LP, a Delaware limited partnership (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 0.398 acre (17,324 Sq. Ft.) of land in the David Curry Survey, Abstract No. 130, and the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 7**);

together with all and singular the rights and appurtenances pertaining to the property, but not to the extent any of such rights and appurtenances benefit any other property (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 (“Purchase Price”) for the Property described in Exhibit “A” and any improvements thereon, and any damage to the remaining property of Seller arising solely as a result of the conveyance of the Property by Seller to Purchaser (and not as a result of any acts or omissions of Purchaser or any party operating by, through or under Purchaser), shall be the sum of: (a) ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED SIXTY and 00/100 Dollars (\$149,260.00) (the “Cash Consideration”); plus (b) the additional consideration described in Section 2.03 of this Contract.

Payment of Purchase Price

2.02. The Cash Consideration shall be payable in cash, as provided below in this Contract.

### Special Provisions

2.03. As additional compensation for the Property conveyed herein, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees at its sole cost and expense to cause the reconstruction and reconfiguration of Seller's Water Quality and Detention Pond facilities (collectively, the "Pond") which are impacted by the acquisition of the Property.

Purchaser shall, at Purchaser's sole cost and expense, cause the Pond reconstruction and reconfiguration (collectively, the "Work") to be: (a) carried out in conjunction with the Purchaser's proposed extension of North Mays Street (the "North Mays Extension") in the City of Round Rock, Texas (the "City"); and (b) completed: (i) prior to the completion of the North Mays Extension (the "Completion Deadline"); (ii) in a good and workmanlike manner and without any defects in design or construction; (iii) in compliance with all applicable laws, ordinances, rules, procedures and requirements (collectively, the "Legal Requirements") of the City, the Texas Commission on Environmental Quality and all other governmental and regulatory authorities with jurisdiction over the Property, the Retained Property and the Pond (collectively, the "Governmental Authorities"); (iv) in conformance with the "Final Plans" (defined below); and (v) in conformance with the agreements and requirements set out in this Section 2.03.

Purchaser agrees that: (i) at all times during the prosecution of the Work, Purchaser will, at Purchaser's sole cost and expense, conduct the Work so as to maintain all of Seller's property served by the Pond (collectively, the "Retained Property") in compliance with all permits, laws, ordinances, rules, procedures and requirements applicable to the drainage, detention and filtration of storm water (collectively, the "Stormwater Requirements"); (ii) the Pond, as reconstructed and relocated by Purchaser will be located entirely within the portion of the Retained Property described on Exhibit "D" attached to this Contract and incorporated herein by reference (the "Reconstruction Area"); (iii) Purchaser will design and construct the North Mays Extension with outfall and conveyance structures which will be properly placed and have sufficient capacity to convey storm water flows from the Pond, as reconstructed and reconfigured pursuant to the Work; (iv) Purchaser will be responsible for the adequate conveyance of the downstream drainage of such storm water from the point of outfall across the North Mays Extension; and (v) Purchaser will not remove or materially damage any trees within the Reconstruction Area or any other portion of the Retained Property.

Purchaser will, at Purchaser's sole cost and expense, cause final plans and specifications for the Work ("Final Plans") to be prepared in a manner adequate to: (a) replace all existing storm water detention capacities of the existing Pond; (b) replace all existing storm water filtration capacities of the existing Pond if such filtration capacities are affected by the Work; (c) otherwise restore the Pond to the same or better functionality that existed prior to the Work; and (d) comply with all Legal Requirements, including without limitation any updates or revisions to the existing Pond required to satisfy current Legal Requirements. Purchaser will cause the Final Plans to be prepared with due regard to Seller's input and comments, and Purchaser shall allow a minimum of fourteen (14) days after Purchaser's submission of the proposed Final Plans to Seller for Seller to return any desired comments, after which time Purchaser will consider incorporation of any changes to the proposed Final Plans reasonably requested by Seller, which incorporation shall not be unreasonably withheld, and Purchaser may proceed with completion of the Final Plans.

Purchaser will obtain a written agreement executed by the City in the form attached to this Contract as Exhibit "F" and incorporated herein by reference, with a copy of this Contract attached thereto as Exhibit "A" (the "Governmental Agreement").

After the Escrow Conference and the satisfaction by Purchaser of all of the requirements with respect thereto listed in Article V of this Contract, but not before, Purchaser and Purchaser's employees, agents, contractors, subcontractors, consultants and other parties operating by, through or under Purchaser (collectively, the "Purchaser Parties") may enter upon the Reconstruction Area for the purposes of conducting the Work in conformance with the requirements under this Contract; provided, however, that: (1) the right of entry hereunder will terminate automatically upon the final completion of the Work; (2) any entry of Purchaser and the Purchaser Parties onto the Reconstruction Area is at the sole risk of Purchaser and Purchaser Parties; (3) to the extent allowed by law, Purchaser hereby releases Seller from all liabilities, obligations and claims of any kind or nature arising out of or in connection with the entry of Purchaser and the Purchaser Parties into the Reconstruction Area; (4) to the extent allowed by law, Purchaser agrees to indemnify and save and hold Seller harmless from and against all liabilities, obligations, claims and costs of any kind or nature (including court costs and reasonable attorneys' fees) arising out of or in connection with any activities of the Purchaser and the Purchaser Parties upon or within the Reconstruction Area; (5) neither Purchaser nor any of the Purchaser Parties will have any right to enter upon any portion of the Retained Property other than the Reconstruction Area; (6) neither Purchaser nor any of the Purchaser Parties will disturb, interrupt or interfere with any activities of Seller or Seller's employees, agents, contractors, subcontractors, consultants, tenants, invitees, licensees and other parties operating by, through or under Seller which are outside of the Reconstruction Area; (7) Purchaser shall not permit any liens to attach to the Reconstruction Area or any other portion of the Retained Property by reason of any activities of Purchaser or the Purchaser Parties; (8) prior to entering upon the Property or the Reconstruction Area, Purchaser must (i) provide Seller with the name and the phone number of the project manager for the Work (the "Project Manager") and for each contractor, subcontractor, and assignee who will perform any portion of the Work (individually a "Contractor" and, collectively, the "Contractors"), (ii) cause each Contractor to name Seller and Purchaser as additional insureds on a commercial general liability ("CGL") insurance policy applicable to the Work and all activities on the Property and the Reconstruction Area and on a commercial auto liability ("Auto Liability") insurance policy covering all owned, non-owned or hired automobiles to be used on the Property and the Reconstruction Area, each providing, on an occurrence basis, not less than \$1,000,000.00 combined single limit bodily injury and property damage coverage, (iii) cause each Contractor to provide workers' compensation coverage with the statutorily required limits and employers' liability insurance coverage with limits of not less than \$1,000,000.00 with appropriate waivers of subrogation in favor of Seller, (iv) deliver to Seller a certificate of insurance evidencing the aforementioned insurance coverages which will provide that such insurance may not be terminated without at least ten (10) days' notice to Seller; and (9) upon completion of the Work, Purchaser must: (i) clean up and remove all construction debris, including stakes, tape and other markers placed on the Reconstruction Area, trash, and construction-generated spoils; and (ii) restore all disturbed areas to the same or better condition than that which existed prior to commencement of the Work, taking into consideration the specific improvements proposed to be constructed.

The commencement of construction by Purchaser shall constitute a representation by Purchaser that Purchaser will comply with all of the obligations of Purchaser under this Section 2.03 and that Purchaser has evaluated and satisfied itself as to the conditions and limitations including, without limitation (1) the location, condition, layout and nature of the site, and surrounding areas; (2) generally prevailing climatic conditions; and (3) other similar matters. **Seller assumes no responsibility or liability**

**for the physical condition or safety of the site.** Purchaser shall have the sole responsibility to satisfy itself concerning the nature and location of the site and general and local conditions.

PURCHASER SHALL TAKE ALL STEPS NECESSARY TO PROTECT PERSONS AND PROPERTY AGAINST INJURY OR DAMAGE THAT MAY RESULT FROM THE WORK.

Upon completion of the Work, but in all events prior to the Completion Deadline, Purchaser shall deliver to Seller: (1) a completion certificate addressed to Seller prepared by an independent licensed engineer reasonably acceptable to Seller and in a form reasonably acceptable to Seller, certifying that the Work has been designed and fully and finally completed in conformance with all of the requirements set out in this Section 2.03; (2) all as built drawings, operating guides and other documents necessary for operation of the Pond; (3) a two (2) year written warranty and maintenance bond from Purchaser's construction contractor to Purchaser in substantially the form of Exhibit "E" attached hereto and incorporated herein by reference; and (4) an all bills paid affidavit executed by Contractor and/or Purchaser in favor of Seller in form sufficient to satisfy the provisions of Section 53.085 of the Texas Property Code. The items listed in the preceding sentence are referred to in this Contract as the "Completion Evidence."

After the Completion Evidence is delivered by Purchaser to Seller, representatives of Seller and Purchaser shall inspect the Work at a mutually agreeable time. At such inspection, the representatives of Seller and Purchaser shall prepare a list of all items to be completed or corrected in order to complete the Work as required under this Contract (the "Deficiencies"). Thereafter, Purchaser shall promptly correct such Deficiencies and deliver new Completion Evidence to Purchaser for further inspection under the provisions set forth above. Notwithstanding any provision herein to the contrary, Purchaser shall remain responsible for (and shall remedy at Purchaser's sole expense in a timely manner) any defects in the Work (including any defects in design or construction), regardless of whether or not such defects were listed as Deficiencies in a notice given to Purchaser pursuant to the provisions set out above, but only to the extent of the requirements set out in this Section 2.03 and in the written warranty and maintenance bond referenced above in this Section 2.03.

All of the obligations of Purchaser under this Section 2.03 will survive the Closing and will not be merged into any of the documents executed by Seller and Purchaser in connection with the Closing.

#### Escrow Deposit

2.04. Purchaser shall, within ten (10) business days after the execution of this Contract, deliver directly to Seller, the sum of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) in cash or other readily available funds (the "Escrow Deposit"). The Escrow Deposit is nonrefundable to Purchaser and shall be retained by Seller notwithstanding any other provision of this Contract to the contrary, but shall be credited against the Purchase Price at the Closing (hereinafter defined). Seller will have no obligation to maintain the Escrow Deposit in a separate or segregated account, nor will Seller will have any obligation to pay or credit to Purchaser any interest on the Escrow Deposit.

#### Simultaneous Closing Requirement

2.05. Notwithstanding any provision in this Contract to the contrary, Seller's obligation to conduct the Escrow Conference under this Contract is expressly conditioned and contingent upon the concurrent

closing of the sale and purchase transaction evidenced by that certain “Real Estate Contract North Mays Extension – Parcels 9 and 10” dated of even date herewith, by and between Chandler Creek Parcel E&F, L.P. as “Seller” and Williamson County, Texas as “Purchaser” (the “Other Contract”). If for any reason other than a default by Seller the transaction evidenced by the Other Contract does not close concurrently with the Escrow Conference under this Contract, then Seller may terminate this Contract, in which event the Escrow Deposit, if any, shall be retained by Purchaser and thereafter neither party will have any further rights or remedies under this Contract.

### **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 Property is being conveyed to Purchaser under threat of condemnation.

### **ARTICLE V CLOSING**

#### Closing Date

5.01. The closing of the sale and purchase of the Property under this Contract (“Closing”) shall be held at the office of Independence Title Company (the “Title Company”) within ten (10) business days

after: (i) Purchaser has completed the Work; (ii) Purchaser has provided the Completion Evidence to Seller; and (iii) Purchaser has corrected all Deficiencies. The date for the Closing, as provided above, is referred to in this Contract as the "Closing Date".

Seller and Purchaser will conduct a pre-Closing escrow conference ("Escrow Conference") on or before January 31, 2018, 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 if Seller has otherwise satisfied all of its requirements under this Contract, including specifically delivery of any required release of mortgage lien or leasehold interest affecting the Property; provided, however, that in no event will Seller be required to deliver releases from tenants in the buildings located on the Retained Property. If Seller has not satisfied these requirements before February 28, 2018, and Purchaser is not otherwise in default, the Escrow Conference shall be extended until such time as completion may occur. At the Escrow Conference: (i) Seller will deliver the Deed in escrow to the Title Company, pursuant to an escrow agreement in form reasonably acceptable to Seller, Purchaser, and the Title Company (the "Escrow Agreement"); (ii) Seller, Purchaser and the Title Company will execute and deliver the Escrow Agreement; (iii) Purchaser will deliver to the Title Company the sum of FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00) in readily available funds, to be held by the Title Company pursuant to the provisions of the Escrow Agreement [under the terms of the Escrow Agreement (a) Purchaser will have the right to draw upon the escrowed funds with Seller's written approval, which will not be unreasonably withheld so long as Purchaser provides evidence reasonably acceptable to Seller that the remainder of the Work can be completed at a total expense of \$400,000.00 or less and so long as at least \$100,000.00 is retained in escrow until the Closing, and (b) Seller will have the right to draw upon the escrowed funds in the event of a default by Purchaser under this Contract]; (iv) Purchaser will execute and deliver to Seller a written waiver, in form reasonably acceptable to Seller and Purchaser, pursuant to which Purchaser waives all rights to immunity with respect to the obligations of Purchaser under Section 2.03 of this Contract; (v) Purchaser will deliver the Governmental Agreement to Seller; and (vi) Purchaser will deliver to Seller ninety percent (90%) of the Cash Consideration in readily available funds. Upon satisfaction of those requirements, but not before, Purchaser will be allowed to enter and take possession of the Property and Reconstruction Area for construction of the Work.

Notwithstanding the acquisition of right of possession to the Property by the Purchaser in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, Possession of the Property pursuant to this Section for the purposes of construction of the North Mays Extension shall continue to remain in effect until the Purchaser acquires title to the Property either by negotiation, settlement, or final court judgment.

#### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged special warranty deed ("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, including specifically the partial release of any current leases affecting the Property, 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 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", except for restrictive covenants which are filed of record and affect the Property; 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.

Seller has no obligation to cure any title objections raised by Purchaser, but upon request shall provide Purchaser with reasonable assistance, at no monetary cost to Seller, in clearing any title objection. If Purchaser is not satisfied with the status of title to the Property, Purchaser may, as Purchaser's sole and exclusive remedy, terminate this Contract by delivering a written notice of termination to Seller on or before the Closing Date.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the remaining ten percent (10%) of the Cash Consideration to Seller in readily available funds.

#### 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. Additionally, 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, as Purchaser's sole and exclusive remedy, enforce specific performance of Seller's obligations under this Contract.

#### **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 and retain the Escrow Deposit, if any, as liquidated damages for the failure of Purchaser to consummate the purchase of the Property under 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 for that default. If no Escrow Deposit has been made, then Seller shall receive the amount of \$5,000.00 as liquidated damages for the failure by Purchaser to consummate the purchase of the Property under the terms and provisions of this Contract.

Notwithstanding the foregoing provisions of this Article VII or any other provision in this Contract to the contrary, however, if Purchaser defaults under any of the obligations of Purchaser under Section 2.03 of this Contract, Seller may exercise any rights or remedies which it may be entitled at law or in equity.

#### **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. Neither this Contract nor any memorandum, affidavit or other instrument evidencing this Contract or relating hereto (other than the closing documents contemplated under this Contract) shall ever be recorded in the Official Public Records of Williamson County, Texas, or in any other public records. Should Purchaser ever record or attempt to record any such instrument, then notwithstanding any provision in this Contract to the contrary, such recordation or attempted recordation shall constitute a default by Purchaser under this Contract and, in addition to any other remedies provided for herein, Seller shall have the express right to terminate this Contract by filing a notice of said termination in the Official Public Records of Williamson County, Texas, after which Seller will have the right to retain the Escrow Deposit but otherwise neither Purchaser nor Seller will have any further rights, remedies or obligations under this Contract.

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

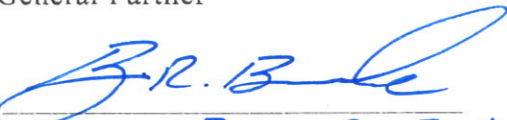
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

CHANDLER CREEK, LP,  
a Delaware limited partnership

By: CHANDLER CREEK COMPANY,  
a Delaware corporation,  
its General Partner

Address: 260 East Baker Street, Ste. 100  
Costa Mesa, CA 92626

By:   
Printed Name: Brian R. Butler  
Title: President

Date: 1/10/18

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

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

## Exhibit A

Page 1 of 4  
04/25/17

### EXHIBIT **A**

County: Williamson  
Parcel: 7  
Highway: N Mays

#### PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 0.398 ACRE (17,324 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3A, REPLAT OF LOT 3, OAKMONT CENTRE SECTION ONE REVISI A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 137-139 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO CHANDLER CREEK, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000000444 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 3A BEING FURTHER DECLARED AS THE OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS BY DECLARATION OF CONDOMINIUM REGIME BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007038901 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.398 ACRE (17,324 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found, being the southeasterly corner of Lot 2, Block 'A', Final Plat of Cypress Addition, a subdivision of record in Cabinet N, Slide 266-268 of the Plat Records of Williamson County, Texas, same being the southeasterly corner of that called 13.110 acre tract of land conveyed to Round Rock Independent School District by instrument recorded in Document No. 2017016316 of the Official Public Records of Williamson County, Texas in the northerly Right-of-Way (ROW) line of Cypress Cove (60' ROW width) as dedicated by said Plat, also being the southwesterly corner of Lot 2, Oakmont Centre, Section One Revised, a subdivision of record in Cabinet F, Slide 129-133 of the Plat Records of Williamson County, Texas;

**THENCE**, departing said Cypress Cove, with the easterly boundary line of said Lot 2, Block 'A' and said 13.110 acre tract, same being the westerly boundary line of said Lot 2 (Oakmont Centre), N 21°39'16" W, for a distance of 364.57 feet to a calculated angle point;

**THENCE**, continuing with said easterly boundary line of said Lot 2, Block 'A' and said 13.110 acre tract, same being the westerly boundary line of said Lot 2, passing the northwesterly corner of said Lot 2, and continuing with the westerly boundary line of said Lot 3A, N 21°26'59" W, for a distance of 729.88 to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC" found, being the northerly corner of said 13.110 acre tract and an angle point in the proposed easterly ROW line;

**THENCE**, departing said 13.110 acre tract, continuing with said easterly boundary line of said Lot 2, Block 'A' and the westerly boundary line of said Lot 3A with said proposed easterly ROW line, N 21°26'59" W, for a distance of 22.00 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet right of proposed North Mays Base-line Station 71+94.40, (Grid Coordinates determined as N=10174787.65, E=3130231.58 (TxSPC Zone 4203), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed easterly ROW line, continuing with the common boundary line of said Lot 2, Block 'A' and said Lot 3A, N 21°26'59" W, for a distance of 154.31 feet to a 1/2" iron rod found, being the northeasterly corner of said Lot 2, Block 'A', in the southerly boundary line of Lot 3, Block B, Oakmont Centre Section One, a subdivision of record in Cabinet F, Slide 139-142 of the Plat Records of Williamson County, Texas, same being an angle point in the westerly boundary line of said Lot 3A, also being in the ostensible Survey Line between said David Curry Survey and said Ephraim Evans Survey, for an angle point;
- 2) **THENCE**, departing said Lot 2, Block 'A', same being said ostensible Survey Line, with the common boundary line of said Lot 3, Block B and said Lot 3A, N 27°42'08" E, for a distance of 196.53 feet to a 1/2" iron rod found in the southwesterly ROW line of Oakmont Drive (60' ROW width), being the northwesterly corner of said Lot 3A, same being the southeasterly corner of said Lot 3, Block B, for the northerly corner of the herein described tract;

- 3) **THENCE**, along a non-tangent curve to the left, with said southwesterly ROW line of Oakmont Drive, same being the northerly boundary line of said Lot 3A, having a delta angle of  $44^{\circ}54'51''$ , a radius of 330.00 feet, an arc length of 258.69 feet, and a chord which bears  $S 84^{\circ}47'57'' E$ , for a distance of 252.11 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 380.80 feet right of proposed North Mays Baseline Station 74+06.43, for the easterly corner of the herein described tract.

**THENCE**, departing said southwesterly ROW line, through the interior of said Lot 3A with said proposed easterly ROW line of North Mays Street, the following three (3) courses:

- 4)  $S 70^{\circ}48'44'' W$ , for a distance of 119.02 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 263.20 feet right of proposed North Mays Baseline Station 73+94.32, for an angle point of the herein described tract.
- 5)  $S 77^{\circ}50'45'' W$ , for a distance of 188.31 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet right of proposed North Mays Baseline Station 73+88.97, for a point of non-tangency of a curve to the right.
- 6) along said non-tangent curve to the right, having a delta angle of  $14^{\circ}51'49''$ , a radius of 825.00 feet, an arc length of 214.02 feet, and a chord which bears  $S 02^{\circ}31'18'' E$ , for a distance of 213.42 feet to the **POINT OF BEGINNING**, containing 0.398 acres (17,324 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, 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 under my direct supervision.

WITNES MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*Lawrence M. Russo*  
Lawrence M. Russo

05/03/2017  
Date

Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No. 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681



SEE WILLIAMSON COUNTY GIS PORTAL FOR ACH AND FILE REFERENCE TO FINAL GIS.



LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 4 OF 1

■	1X001 TYPE 1 CONCRETE MONUMENT FOUND	—	CENTER LINE
●	FENCE CORNER POST FOUND	—	PROPERTY LINE
○	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	3/4" IRON ROD FOUND W/PLASTIC CAP	—	LINE BREAK
⊖	OGTION GIN SPINDLE FOUND	—	DENOTES COMMON OWNERSHIP
⊗	1/2" IRON PIPE FOUND UNLESS NOTED	P. D. B.	POINT OF BEGINNING
X	X CUT FOUND	P. D. R.	POINT OF REFERENCE
▲	MAG NAIL W/ WASHER FOUND	N. I. S.	NOT TO SCALE
△	CALCULATED POINT	D. R. W. C. T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	D. R. W. C. T.	WILLIAMSON COUNTY, TEXAS
		O. R. W. C. T.	OFFICIAL RECORDS
		W. L. W. C. T.	WILLIAMSON COUNTY, TEXAS
		O. P. R. W. C. T.	OFFICIAL PUBLIC RECORDS
		W. L. W. C. T.	WILLIAMSON COUNTY, TEXAS
		P. R. W. C. T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

All bearings shown herein are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 17-293994-01, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 5, 2017, ISSUE DATE MARCH 10, 2017.

- I. RESTRICTIVE COVENANTS, CABINET F, SLIDE 129, CABINET BB, SLIDE 131, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 200703890, 200703890, 2007072098, 2007095688, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
100. THE EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN CABINET F, SLIDES 129-133, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, IS/ARE ALONG WESTERLY LINE AFFECTS AS SHOWN.
- K. THE EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN CABINET BB, SLIDE 138, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, IS/ARE ALONG WESTERLY LINE AFFECTS AS SHOWN.
- L. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 299, PAGE 402, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ACROSS LOT OF TRACT ON PLAT RECORDED IN CABINET F, SLIDES 129-133, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. JOINT ACCESS AGREEMENT BY AND BETWEEN OAKMONT CENTRE JOINT VENTURE AND KSP-ROUND ROCK, RECORDED IN VOLUME 1384, PAGE 626, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. JOINT ACCESS AGREEMENT BY AND BETWEEN OAKMONT CENTRE JOINT VENTURE AND KSP-ROUND ROCK, RECORDED IN VOLUME 1384, PAGE 641, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. EASEMENT CREATED IN INSTRUMENT TO ATMOS ENERGY CORPORATION, RECORDED IN DOCUMENT NO. 2006002466, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2006070311, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN DECLARATION OF CONDOMINIUM REGIME, RECORDED IN DOCUMENT NO. 2007038901, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, WERE TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO, INCLUDING BUT NOT LIMITED TO DOCUMENT NO. 2007038902, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IF APPLICABLE, SUBJECT TO.
- P. TERMS, CONDITIONS, STIPULATIONS, PROVISIONS, AND EASEMENTS CONTAINED IN THE AGREEMENT REGARDING MAINTENANCE OF DRAINAGE FACILITIES, BY AND BETWEEN CHANDLER CREEK, LP, A DELAWARE LIMITED PARTNERSHIP, AND THE OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUM COMMUNITY, INC., A TEXAS NON-PROFIT CORPORATION, RECORDED IN DOCUMENT NO. 2007005686, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IF APPLICABLE, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*Lawrence M. Russo* 05/03/2017  
 LAWRENCE M. RUSSO  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5850  
 INLAND GEODETICS, L.L.C.  
 FIRM REGISTRATION NO. 000591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TX 78681



	ACRES	SQ. FT.
ACQUISITION	0.398	17,324
CHAINED AREA	9.04	393,187
REMAINDER AREA	8.642	375,863

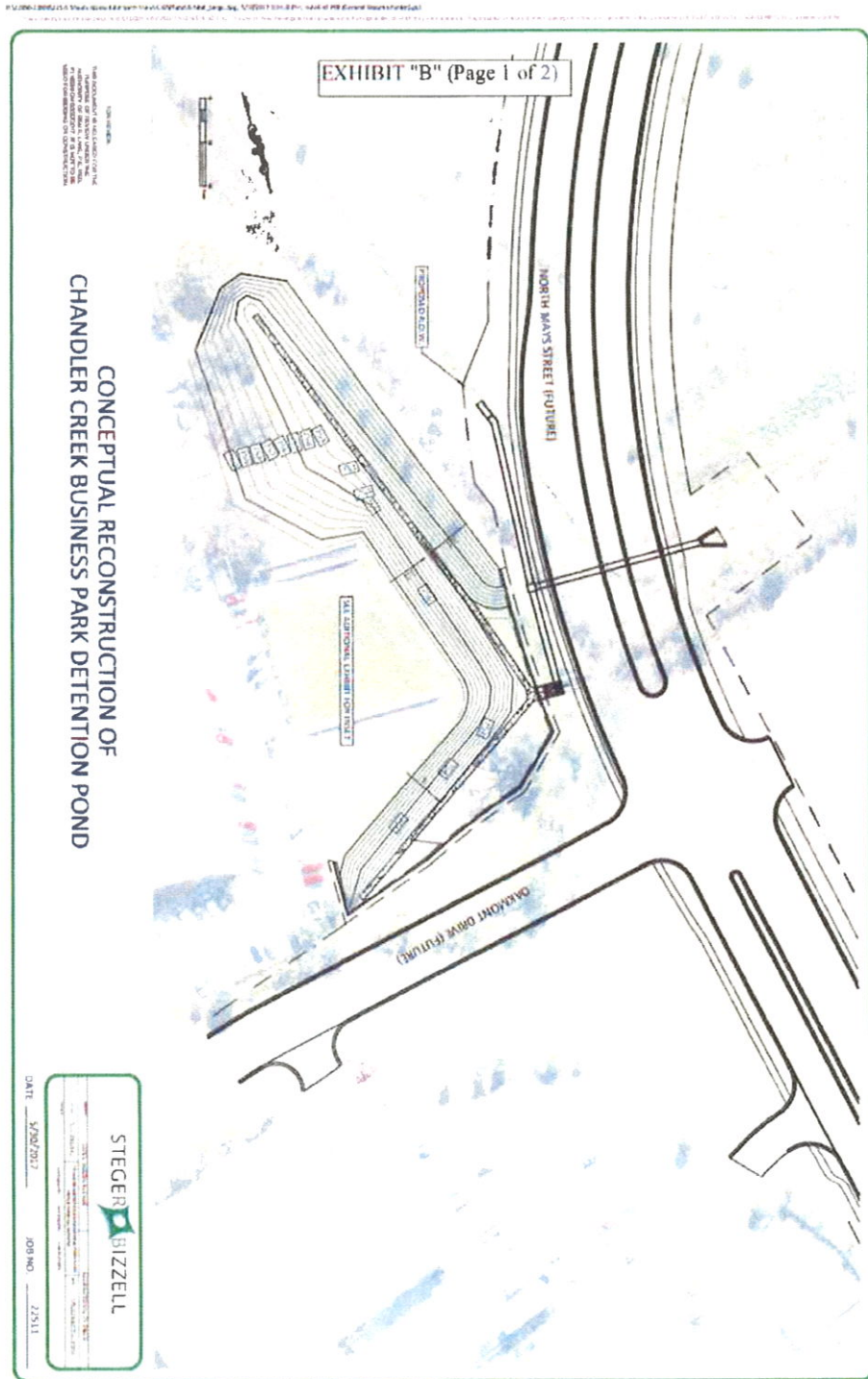


PARCEL PLAT SHOWING PROPERTY OF  
**CHANDLER CREEK, LP**  
 COUNTY  
 WILLIAMSON  
 PROJECT  
 N. WAYS

**PARCEL 7**

THIS SURVEY EXPIRES ON THE 15TH DAY OF FEBRUARY 2022. PROFESSIONAL SURVEYORS AT CHANDLER CREEK COMPANY AT CHANDLER CREEK, TEXAS.

# Exhibit B





**Exhibit C**

Parcel 7

**DEED**

North Mays Extension 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 IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENT:**

That CHANDLER CREEK, LP, a Delaware 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, the 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 that certain tract or parcel 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 0.398 acre (17,324 Sq. Ft.) of land in the David Curry Survey, Abstract No. 130, and the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**).

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives 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 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, Texas/City of Round Rock, Texas 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.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging (insofar, but only insofar as such appurtenances benefit only the property described herein and not any other property; Grantor hereby reserving and retaining all such appurtenances insofar as the same relate to or benefit any property other than the property conveyed hereunder) unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its 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 Grantor, but not otherwise.

GRANTOR HAS EXECUTED AND DELIVERED THIS DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS DEED AND HAS ACCEPTED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT FOR THE WARRANTIES SET OUT IN THIS DEED (THE "EXPRESS WARRANTIES"). AS A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY TO GRANTEE, GRANTOR AND GRANTEE AGREE AND ACKNOWLEDGE THAT: (A) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS; (B) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE; (C) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS NOT RELYING ON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED; (D) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY; (E) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES AND (II) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY NONDISCLOSURE OF GRANTOR OR ANY OF

GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES; (F) GRANTEE TAKES AND ACCEPTS THE PROPERTY WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (EXCEPT FOR THE EXPRESS WARRANTIES); (G) EXCEPT FOR THE EXPRESS WARRANTIES, NO PROMISES OR AGREEMENTS HAVE BEEN MADE BY GRANTOR TO GRANTEE WITH RESPECT TO THE PROPERTY AND GRANTEE HEREBY DISCLAIMS ANY RELIANCE UPON ANY PROMISES OR AGREEMENTS OTHER THAN THE EXPRESS WARRANTIES; (H) THIS "AS IS" PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS BY WHICH GRANTOR AGREED TO CONVEY THE PROPERTY TO GRANTEE; (I) GRANTEE DISCLAIMS RELIANCE ON GRANTOR AND ACCEPTS THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES AND OTHER DISCLAIMED MATTERS COULD AFFECT THE PROPERTY'S CONDITION, VALUE, SUITABILITY OR FITNESS AND GRANTEE HEREBY ASSUMES ALL RISK ASSOCIATED THEREWITH; (J) THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED IN THIS "AS IS" PROVISION COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE; AND (K) GRANTEE HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS "AS IS" PROVISION.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2018.

*[signature page follows]*

**GRANTOR:**

CHANDLER CREEK, LP,  
a Delaware limited partnership

By: CHANDLER CREEK COMPANY,  
a Delaware corporation, its General Partner

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**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 \_\_\_\_\_ )

On \_\_\_\_\_, 2018 before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, 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: \_\_\_\_\_ (Seal)

**PREPARED IN THE OFFICE OF:**

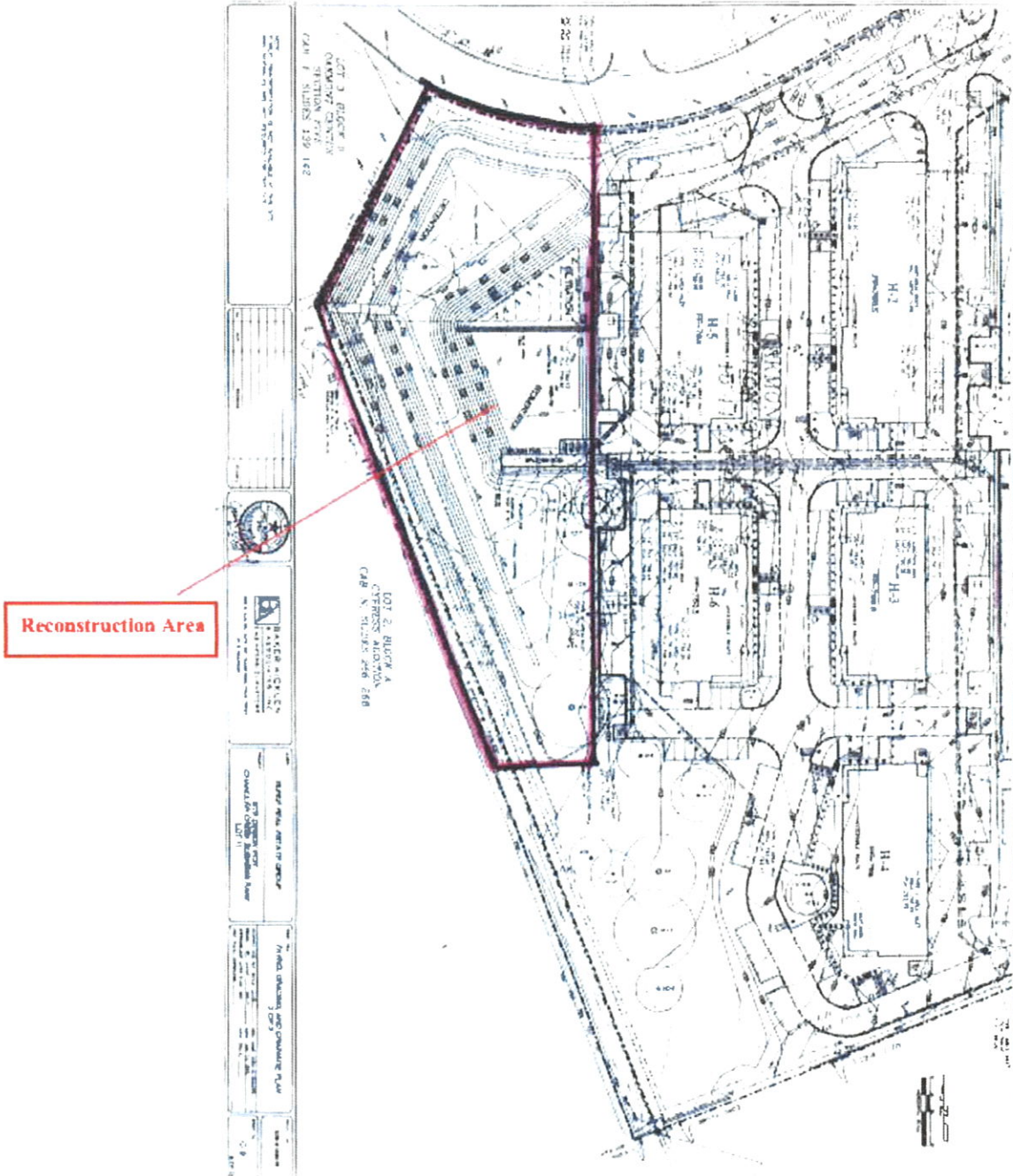
Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Exhibit D**  
**Description of the Reconstruction Area**



**Exhibit E**  
**Warranty and Maintenance Bond**

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
(NAME OF CONTRACTOR)

\_\_\_\_\_ as principal, hereinafter called "CONTRACTOR" and \_\_\_\_\_  
(NAME OF SURETY)

\_\_\_\_\_ a corporation organized under the laws of \_\_\_\_\_ as Surety, hereinafter called "SURETY", do hereby expressly acknowledge themselves to be held and bound to pay unto WILLIAMSON COUNTY as Obligee, a political subdivision of the State of Texas, hereinafter called "COUNTY", the sum of (20% of total construction contract amount)

\_\_\_\_\_ (INSERT WORDS) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) for the payment of which sum well and truly to be made unto said COUNTY and its successors, said principal and sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that whereas said CONTRACTOR has by written Agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into an agreement with said COUNTY to build and construct \_\_\_\_\_

\_\_\_\_\_ which said Agreement and the Contract Documents therein mentioned and adopted by the COUNTY are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the terms and conditions of the Agreement, specifications and other Contract Documents, it is provided that the CONTRACTOR shall maintain and keep in good repair the Work constructed and/or equipment furnished by it as contemplated by the plan drawings, specifications, and other Contract Documents, and perform for a period of 2 years from the date of acceptance as shown on the "Certificate of Completion" issued by the ENGINEER, or the date of Final Payment by the COUNTY if a separate Certificate of Completion is not issued, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The CONTRACTOR shall reimburse the COUNTY for the costs of all engineering and special services required to be furnished by the COUNTY which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is the intended purpose of this section to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the CONTRACTOR under the conditions prescribed by the Agreement, plans and specifications and other Contract Documents; and in case the CONTRACTOR shall fail or refuse to commence and actively pursue such corrections within ten (10) days after proper written notifications have been furnished to it by the COUNTY, it is agreed that the COUNTY may do said work and supply such materials and the said CONTRACTOR and SURETY herein shall be liable for the payment of all costs thereby incurred.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the

CONTRACTOR in the performance of its Agreement to maintain and repair said work, then these presents shall have full force and effect and the COUNTY shall have and recover from the said CONTRACTOR and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
PHONE NO.

\_\_\_\_\_  
SIGNATURE

(SEAL)

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
WITNESS OR ATTEST TO SEAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PHONE NO.

\_\_\_\_\_  
SIGNATURE

(SEAL)

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
WITNESS OR ATTEST TO SEAL

\_\_\_\_\_  
SIGNATURE OF LICENSED LOCAL RECORDING AGENT  
appointed to countersign on behalf of Surety

**Exhibit F**

**AGREEMENT REGARDING STORMWATER REQUIREMENTS**

The City of Round Rock, Texas (the "City") hereby acknowledges receipt of a copy of that certain "Real Estate Contract North Mays Extension – Parcel 7", by and between CHANDLER CREEK, LP ("Seller") and WILLIAMSON COUNTY, TEXAS ("Purchaser"), a full and complete copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference (the "Contract"). All capitalized terms used herein shall have the same meaning as are ascribed to those terms in the Contract. The City agrees to look solely to Purchaser and not to Seller or any other owner of the Retained Property for: (a) the satisfaction of all Stormwater Requirements applicable to the Pond and the Retained Property during the prosecution of the Work; and (b) the correction of any defects in the Work.

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
                                          §  
COUNTY OF WILLIAMSON      §

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by \_\_\_\_\_ of the City of Round Rock, Texas, a Texas home rural municipality, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS