

Parcel

REAL ESTATE CONTRACT
State Highway 130/Chandler Road Right of Way

THIS REAL ESTATE CONTRACT (“Contract”) is made by QT SOUTH LLC (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, (the “Property”) described as follows:

Being a 2.942 acre (128,154 square foot) tract of land out of the George Keith Survey, Abstract No. 370, in Williamson County, Texas and a portion of a called 34.500 acre tract of land as described in Document No. 2019028638 of the Official Public Records of Williamson County, Texas; said parcel of land being more particularly described by plat in Exhibit “A” attached hereto and made a part hereof.

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FOUR HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED EIGHTY-FIVE and 20/100 Dollars (\$486,985.20).

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.

3.03. Purchaser acknowledges and agrees that Seller shall have the right for storm water to discharge onto, over, and upon the Property, including the use of and access to any existing drainage system as is currently designed and approved by Williamson County. Any modification of the existing drainage system shall be subject to reasonable approval by Williamson County. The location of any future drainage system on the Property shall be subject to reasonable approval by Williamson County. The provisions of this Section 3.03 shall survive Closing and not merge with the Deed.

**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;

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before September 16, 2022, 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”, and deliver a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas, both free and clear of any and all monetary 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.

(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”, 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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.

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:

QT SOUTH, LLC

By: Michael Z. Ward
Printed Name: Michael Z. Ward
Title: Real Estate Manager

Address: 2007 Sam Bass Road, Suite 100
Round Rock, Texas 78681

Date: 7/29/22

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

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

Date: _____



Exhibit "A"

2021081312 PLAT Total Pages: 3



PLAT MAP RECORDING SHEET

DEDICATOR(s):

QT SOUTH LLC

SUBDIVISION NAME: QT 4178 PHASE 2

PROPERTY IS DESCRIBED AS: 11.473 ACRE GEORGE KEITH SURVEY
ABSTRACT NO 370

SUBMITTED BY: CITY OF ROUND ROCK

DIGITALLY RECORDED

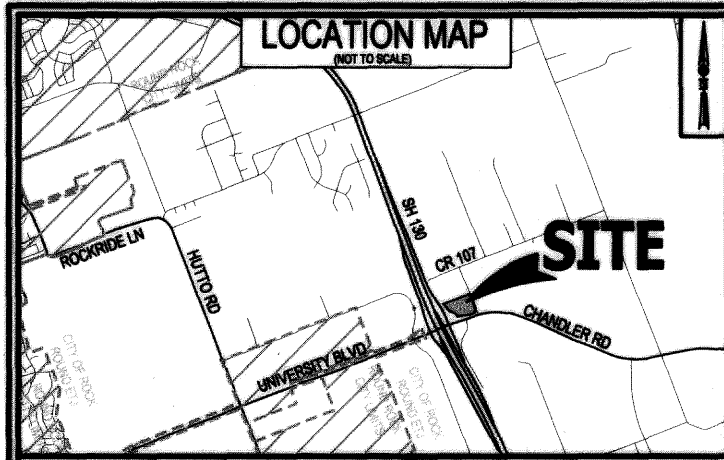
FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2021081312

PLAT Fee: \$166.00
05/01/2021 01:38 PM BMCKENZIE



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas



FINAL PLAT QT 4178 PHASE 2

FINAL PLAT QT 4178 PHASE 2

A 11.473 ACRE TRACT OF LAND, OUT OF THE GEORGE KEITH SURVEY, ABSTRACT 370, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A CALLED 11.473 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2021028302 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. ESTABLISHING LOT 1, BLOCK A (INCLUSIVE OF A 2.942 ACRE RIGHT-OF-WAY RESERVATION)

MATKINHOOPER
ENGINEERING & SURVEYING

P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.249.0995
TEXAS REGISTERED ENGINEERING FIRM F-004512

CIVIL ENGINEERS / SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

SCALE: 1"=100'



LEGEND

○ SET 1/2" IRON ROD WITH A YELLOW "MATKIN-HOOVER ENG & SURVEY" PLASTIC CAP	— PROPOSED PROPERTY LINE
● FOUND 1/2" IRON ROD W/ ORANGE P.C. STAMPED INLAND 4933	— ADJACENT PROPERTY LINE
● FOUND 1/2" IRON ROD W/ YELLOW P.C. STAMPED RPLS 4333	- - - EASEMENT
● FOUND 5/8" IRON ROD	- - - BUILDING SETBACK
○ FOUND IRON ROD	— CENTER LINE
● FOUND 5/8" IRON ROD W/ ALUMINUM CAP STAMPED TXDOT	

D.P.R. WILLIAMSON COUNTY DEED & PLAT RECORDS	O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
PG. PAGE	VOL. VOLUME
R.O.W. RIGHT-OF-WAY	CB COUNTY BLOCK
B.S.L. BUILDING SETBACK LINE	

OWNERS: QT SOUTH LLC
MATTHEW D. MILLER, PRESIDENT
4705 S. 129TH EAST AVE
TULSA, OKLAHOMA 74134

ACREAGE: 8.531 AC

PATENT SURVEY: GEORGE KEITH SURVEY, ABSTRACT 370

SUBMITTAL DATE: NOVEMBER 17, 2020

DATE OF PLANNING AND ZONING COMMISSION REVIEW: DECEMBER 16, 2020

ENGINEER: JOSHUA J. VALENTA, P.E. TX REG. NO. 114592
MATKINHOOPER ENGINEERING AND SURVEYING
8 SPENCER LN, SUITE 100
BOERNE, TEXAS 78006
PHONE: 830-249-0600
FIRM REG. NO. F-004512

SURVEYOR: KYLE L. PRESSLER, R.P.L.S. #6528
MATKINHOOPER ENGINEERING AND SURVEYING
8 SPENCER LN, SUITE 100
BOERNE, TEXAS 78006
PHONE: 830-249-0600
TEXAS REG. NO. 6528

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM,
CENTRAL ZONE 4203 NAD 83

NUMBER OF BLOCK: 1

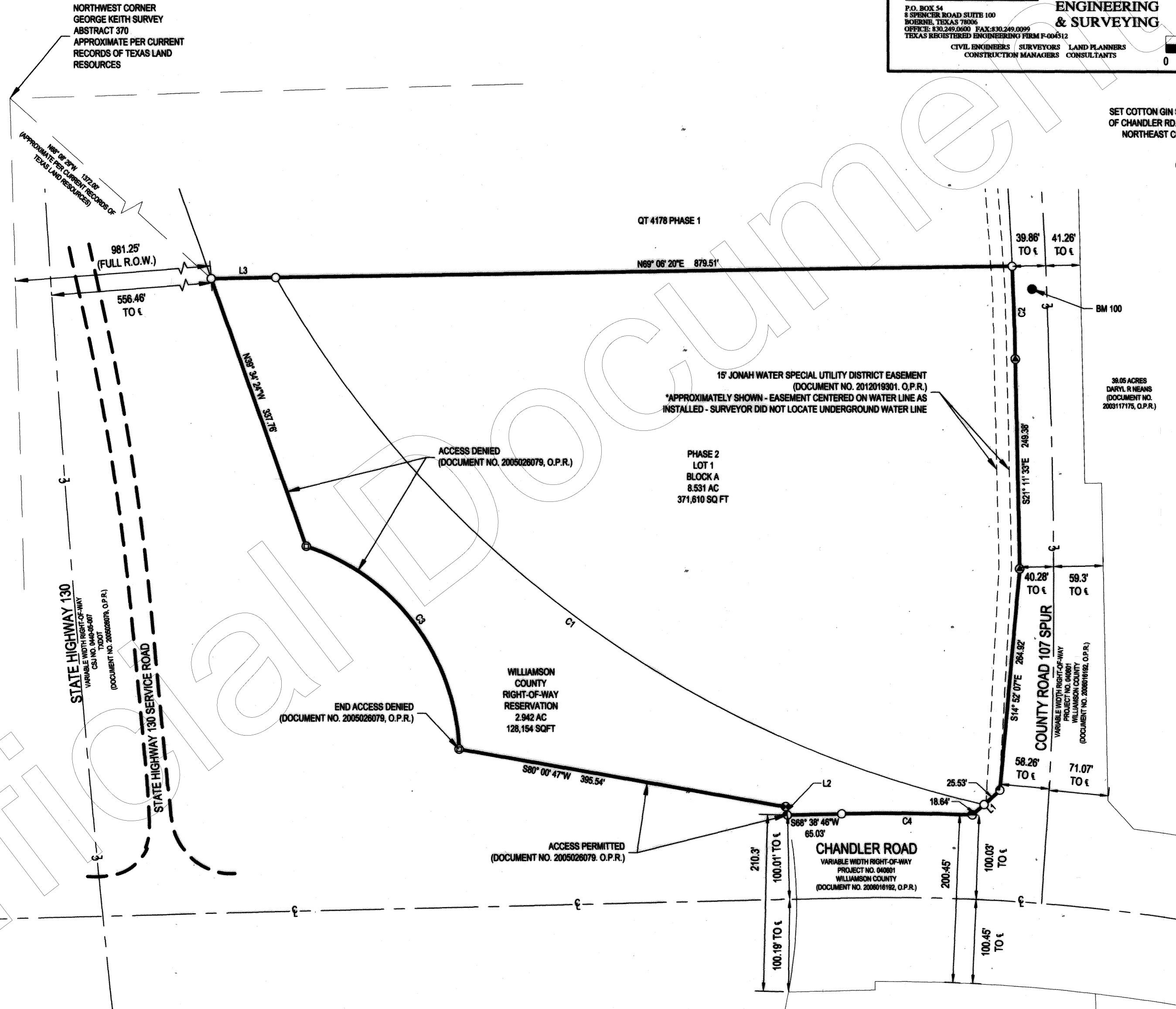
NUMBER OF LOTS: 1 (8.531 ACRES)

LINEAR FEET OF NEW STREETS: 0 FEET

CONNECTIVITY INDEX: N/A

ACREAGE BY LOT TYPE: 8.531 ACRES DEVELOPMENT

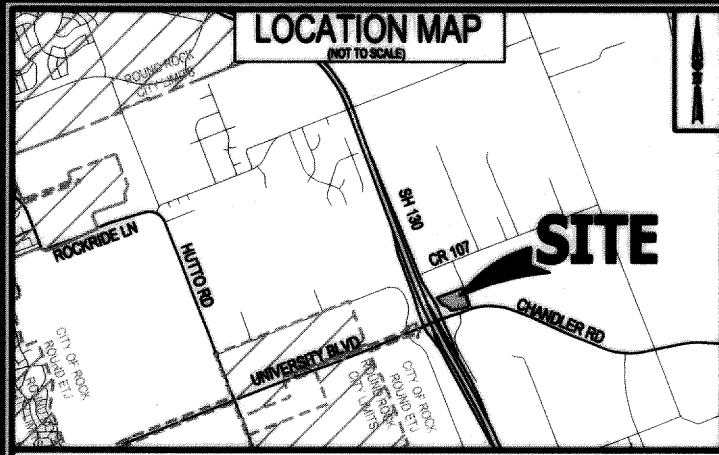
NUMBER OF LOTS BY TYPE: 1 LOT DEVELOPMENT



BM 100
SET COTTON GIN SPINDLE IN ASPHALT ON THE WEST SIDE OF CHANDLER RD - BEARS S 60° 41' 47" E, 36.38' FROM THE NORTHEAST CORNER OF THE SUBJECT PROPERTY.
ELEV: 787.23'

GEOD 12A
NAVD 88

CURVE TABLE					LINE TABLE			
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH	LINE	BEARING	DISTANCE
C1	1300.00'	1083.37'	47°44'54"	S73°28'10"E	1082.30'	L1	N28°51'28"E	44.17'
C2	4860.00'	110.88'	1°16'43"	S21°49'25"E	110.88'	L2	N81°51'41"W	10.13'
C3	265.00'	322.15'	68°39'07"	N57°03'41"W	302.89'	L3	N68°06'20"E	77.02'
C4	2400.00'	156.03'	3°43'30"	S70°22'14"W	156.03'			



GENERAL NOTES:

- 1. NO PORTION OF THIS TRACT IS ENCLOSED BY THE ULTIMATE 1% ANNUAL FLOODPLAIN.
2. NO PORTION OF THIS TRACT IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0505F EFFECTIVE DATE 12-20-2019, FOR WILLIAMSON COUNTY, TEXAS.
3. RIGHTS OF WAY OR EASEMENTS FOR WIDENING ROADWAYS ROW IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY.
4. THE CONSTRUCTION OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS.
5. ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
6. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
7. A TEN FOOT (10') PUE AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY CONVEYED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
8. THIS PLAT CONFORMS TO THE PRELIMINARY PLAT (PP2011-002) APPROVED BY THE PLANNING AND ZONING COMMISSION ON DECEMBER 16, 2020.
9. A FIFTEEN-FOOT (15') PUE AND A TEN FOOT (10') SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY CONVEYED FOR ALL LOTS ABUTTING SH-130
10. WHERE RURAL MAIL BOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED
11. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
12. SEWER SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY OSSF.
13. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
14. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
15. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY OR THE CITY OF ROUND ROCK, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
16. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR
17. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
18. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
19. ADJOINING EXISTING RIGHT-OF-WAYS AND CENTERLINES ARE SHOWN GRAPHICALLY EXAGGERATED.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

TXDOT NOTES

- 1. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT OF WAY, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ADEQUATE SET-BACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
2. MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY 'ACCESS MANAGEMENT MANUAL'. THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM TOTAL OF 1 ACCESS POINT(S) ALONG CHANDLER ROAD BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 616 LINEAR FEET AND A MAXIMUM TOTAL OF 1 ACCESS POINT(S) ALONG STATE HIGHWAY 130 BASED ON THE OVERALL PLATTED HIGHWAY FRONTAGE OF 603 LINEAR FEET.
3. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT-OF-WAY SHALL BE DIRECTED BY TXDOT.

SURVEY NOTES:

- 1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983.
2. 1/2" IRON RODS WITH A RED PLASTIC CAP STAMPED 'MATKIN HOOVER ENG. & SURVEYING' SET AT ALL INTERIOR LOT CORNERS UNLESS OTHERWISE NOTED.
3. REFERENCED PROPERTY IS IN 'NO SCREEN', AREAS OF MINIMAL FLOOD HAZARD-ZONE X, AS INDICATED ON FEMA FLOOD PANEL 505 OF 750, MAP NO. 48491C0505F, DECEMBER 20, 2019
4. ADJOINERS SHOWN HEREON ARE PER CURRENT WILLIAMSON COUNTY APPRAISAL DISTRICT AND OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

DRAINAGE NOTES

- 1. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
2. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM.
3. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER

BENCHMARKS

BM #100
SET COTTON GIN SPINDLE IN ASPHALT ON THE WEST SIDE OF CHANDLER RD. BEARS S 60° 41' 47" W, 36.38' FROM THE NORTHEAST CORNER OF THE SUBJECT PROPERTY.
NORTHING: 10190451.5750
EASTING: 3159795.0820
ELEV: 787.23
GEOID 12A

FIELD NOTES FOR AN 11.473 ACRE TRACT OF LAND

AN 11.473 ACRE TRACT OF LAND, OUT OF THE GEORGE KEITH SURVEY, ABSTRACT 370, WILLIAMSON COUNTY, TEXAS AND A PORTION OF A CALLED 34.500 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2019028638 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 11.473 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A FOUND 1/2" IRON ROD AT THE NORTH END OF A CUTBACK AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 107 SPUR, A VARIABLE WIDTH RIGHT-OF-WAY, AS DESCRIBED IN DOCUMENT NO. 2006016192 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND NORTH RIGHT-OF-WAY LINE OF CHANDLER ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, AS DESCRIBED IN SAID DOCUMENT NO. 2006016192, FOR THE MOST EASTERLY SOUTHEAST CORNER OF SAID 34.500 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: WITH THE NORTH RIGHT-OF-WAY LINE OF CHANDLER ROAD, AND THE SOUTH LINE OF SAID 34.500 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:
1. S 28° 51' 24" W, A DISTANCE OF 44.17 FEET TO A FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED '4333' FOR THE SOUTH END OF SAID CUTBACK, THE MOST SOUTHERLY SOUTHEAST CORNER AND A POINT OF CURVATURE OF SAID 34.500 ACRE TRACT AND THE TRACT DESCRIBED HEREIN,
2. WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2400.00 FEET, AN ARC LENGTH OF 166.03 FEET, A DELTA ANGLE OF 00° 43' 30" AND A CHORD BEARS, S 70° 22' 14" W, A DISTANCE OF 156.00 FEET TO A SET 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED 'MATKIN HOOVER ENG & SURVEY' FOR A POINT OF TANGENCY, AND
3. S 68° 38' 46" W, A DISTANCE OF 65.03 FEET TO A FOUND 1/2" IRON ROD FOR A NORTHWEST CORNER OF SAID CHANDLER ROAD, IN THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 130, A VARIABLE WIDTH RIGHT-OF-WAY, AS DESCRIBED IN DOCUMENT NO. 2005028079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A SOUTHERLY EXTERIOR CORNER OF SAID 34.500 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 AND THE SOUTHERLY AND WESTERLY LINES OF SAID 34.500 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:
1. N 31° 51' 41" W, A DISTANCE OF 10.13 FEET TO A FOUND 5/8" IRON ROD WITH AN ALUMINUM CAP FOR A CORNER,
2. S 80° 00' 47" W, A DISTANCE OF 385.54 FEET TO A FOUND 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED 'TXDOT' FOR THE SOUTHWEST CORNER AND A POINT OF CURVATURE OF SAID 34.500 ACRE TRACT AND THE TRACT DESCRIBED HEREIN,
3. WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 285.00 FEET, AN ARC LENGTH OF 322.15 FEET, A DELTA ANGLE OF 06° 39' 07" AND A CHORD BEARS, N 57° 03' 41" W, A DISTANCE OF 302.88 FEET TO A FOUND 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED 'TXDOT' FOR A POINT OF NON-TANGENCY, AND
4. N 39° 34' 24" W, A DISTANCE OF 337.76 FEET TO A SET 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED 'MATKIN HOOVER ENG & SURVEY' FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE: N 69° 00' 20" E, DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 AND INTO AND ACROSS SAID 34.500 ACRE TRACT, A DISTANCE OF 956.53 FEET TO A SET 1/2" IRON ROD WITH A RED PLASTIC CAP STAMPED 'MATKIN HOOVER ENG & SURVEY' IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 107 SPUR, THE EAST LINE OF SAID 34.500 ACRE TRACT, FOR THE NORTHEAST CORNER AND A POINT OF CURVATURE OF THE TRACT DESCRIBED HEREIN;

THENCE: WITH THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 107 SPUR AND THE EAST LINE OF SAID 34.500 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:
1. WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4880.00 FEET, AN ARC LENGTH OF 110.68 FEET, A DELTA ANGLE OF 00° 16' 43" AND A CHORD BEARS, S 21° 49' 25" E, A DISTANCE OF 110.68 FEET TO A FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED 'INLAND 4933' FOR A POINT OF TANGENCY,
2. S 21° 11' 33" E, A DISTANCE OF 249.38 FEET TO A FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED 'INLAND 4933' FOR A CORNER, AND
3. S 14° 52' 07" E, A DISTANCE OF 264.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.473 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS.

TRACKING NO.: FP2011-007 PREPARED: March 17, 2021

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

Roger Anderson
TERRON EVERTSON
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR
DATE 4/12/2021

APPROVED THIS 17 DAY OF December, 2021 BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF ROUND ROCK, TEXAS, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

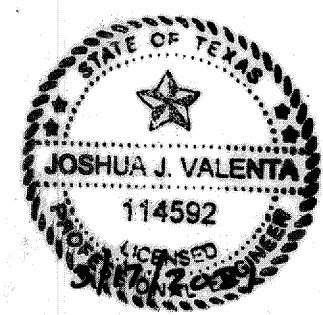
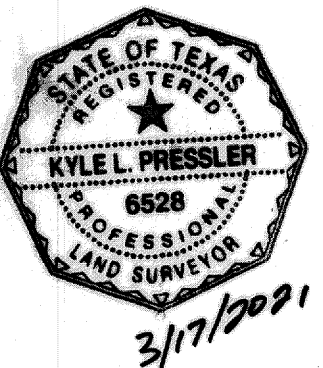
Jennifer Henderson, Chair
CITY OF ROUND ROCK PLANNING & ZONING COMMISSION

FINAL PLAT
QT 4178 PHASE 2
A 11.473 ACRE TRACT OF LAND, OUT OF THE GEORGE KEITH SURVEY, ABSTRACT 370, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A CALLED 11.473 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2021028302 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. ESTABLISHING LOT 1, BLOCK A (INCLUSIVE OF A 2.942 ACRE RIGHT-OF-WAY RESERVATION)
MATKIN HOOVER ENGINEERING & SURVEYING
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 832.245.0020 FAX: 832.245.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
CIVIL ENGINEERS SURVEYORS LAND PLANNERS
CONSTRUCTION MANAGERS CONSULTANTS

STATE OF TEXAS
COUNTY OF WILLIAMSON
THAT QT SOUTH LLC, A TEXAS LIMITED LIABILITY COMPANY, AS THE OWNER OF THAT CERTAIN 11.473 AC TRACT OF LAND RECORDED IN DOCUMENT NO. 2021028302, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS, AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION SHOWN HEREON TO BE KNOWN AS FINAL PLAT QT 4178 PHASE 2.
QT SOUTH LLC
Matthew D. Miller
PRESIDENT
ERIN RACZKOWSKI
Notary Public, State of Texas
Comm. Expires 05-14-2023
Notary ID 132011838
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10 DAY OF March, 2021 BY MATTHEW D. MILLER, AS PRESIDENT OF QT SOUTH LLC, A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME Erin Raczkowski
MY COMMISSION EXPIRES: 5/14/2023

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF):
BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.
Rogee Hickman
FOR
TERRON EVERTSON
DATE 4/12/2021
J. TERRON EVERTSON, PE, DR, CRM
WILLIAMSON COUNTY ENGINEER

CERTIFICATE OF APPROVAL:
THE STATE OF TEXAS
COUNTY OF WILLIAMSON
THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 10th DAY OF March, A.D. 2021 AT 1:15 O'CLOCK PM AND DULY RECORDED ON THE 13th DAY OF March, A.D. 2021 AT 1:30 O'CLOCK PM IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. 2021081312
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.
NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS
Brenda McHenry
DEPUTY



STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, KYLE L. PRESSLER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH CHAPTER 4 - SUBDIVISION DESIGN AND CONSTRUCTION, PART III - ZONING AND DEVELOPMENT CODE, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2018 EDITION AS AMENDED. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Kyle L. Pressler
REGISTERED PROFESSIONAL LAND SURVEYOR #6528
MATKIN HOOVER ENGINEERING & SURVEYING
STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, JOSHUA J. VALENTA, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH CHAPTER 4 - SUBDIVISION DESIGN AND CONSTRUCTION, PART III ZONING AND DEVELOPMENT CODE, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2018 EDITION AS AMENDED, AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF ROUND ROCK, TEXAS.

JOSHUA J. VALENTA
LICENSED PROFESSIONAL ENGINEER #114592
MATKIN HOOVER ENGINEERING & SURVEYING