

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BLUE HAVEN PARTNERS, LTD., (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 4.486 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 7); and

Waterline easement interest in and to that certain 0.193 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 7WE); and

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

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of SIX HUNDRED EIGHTEEN THOUSAND AND SEVEN HUNDRED THREE and 00/100 Dollars (\$618,703.00).

2.01.1. As additional compensation Purchaser shall pay the amount of NINETEEN THOUSAND SIX HUNDRED AND TWENTY ONE and 00/100 Dollars (\$19,621.00) as payment for any improvements, replacement of any fencing or any other damages or cost to cure or reconfigure the remaining property of Seller.

Payment of Purchase Price and Additional Compensation

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

Special Provisions

2.03. As additional compensation for purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct a sixteen (16) foot wide asphalt driveway connection with fifteen (15) foot radii between the proposed RM 2338 roadway improvements and the remaining property of Seller. The driveway will be constructed as part of the RM 2338 construction project, and shall be located at approximately Station 395+00L of the project as shown on the plan sheet attached hereto at Exhibit "C". Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before December 15, 2009, 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 the State of Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, deliver a duly executed and acknowledged Waterline Easement to Chisholm Trail Special Utility District in and to the Property described in Exhibit "B", free and clear of any 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.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The waterline easement shall be in the form as shown in Exhibit "E" 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 Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title 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
- (3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation.

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 ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII 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 shall be forthwith returned by the title company to Purchaser.

**ARTICLE VIII
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 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.

**ARTICLE IX
MISCELLANEOUS**

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

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

Counterparts

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

Possession and Use Agreement

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

SELLER:

BLUE HAVEN PARTNERS, LTD.

By: [Signature]
Its: General Partner

Address: 1612 THORNIDGE RE
AUSTIN, TX 78758

Date: 11-19-09

PURCHASER:

County of Williamson

By: [Signature]
Dan A. Gattis, County Judge
Date: 12-2-09

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

EXHIBIT A

County: Williamson
Parcel No.: 7
Highway: R.M. 2338
Limits: From 0.3 Miles North of Ronald W. Reagan Blvd.
To F.M. 3405
CSJ: 2211-01-023

LEGAL DESCRIPTION FOR PARCEL 7

BEING, 4.486 acres (195,421 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 91.929 acres, as conveyed to Blue Haven Partners, Ltd. by deed recorded as Document No. 2000007405 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of January, 2008, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking the most northerly corner of the above referenced 91.929 acre Blue Haven Partners, Ltd. tract; being an interior corner of that certain tract of land called 317.51 acres, as conveyed to Somerset Hills, Ltd., by deed recorded as Document No. 2008039683 of the Official Public Records of Williamson County, Texas;

THENCE, along the Northwest of the said 91.929 acre Blue Haven Partners, Ltd. tract, S 53°31'45" E, 95.44 feet to a nail found marking the most easterly corner of that certain tract of land called 3.00 acres, as conveyed to Somerset Hills, Ltd., by deed recorded as Document No. 2007045252 of the Official Public Records of Williamson County, Texas, and continuing along the Southeast line of the said 3.00 Somerset Hills, Ltd. tract, S 53°31'00" W, 463.79 feet to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338, 75.00 feet left of station 381+59.02, for the Northeast corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, S 21°02'00" E, 333.91 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) at the beginning of a curve to the left;
- 2) Along the said curve having a radius of 2,466.00 feet, a Central Angle of 24°00'59" and Long Chord bears S 33°02'30" E, 1026.11 feet for an arc distance of 1,033.66 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);
- 3) S 45°03'00" E, 852.22 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete);

March 4, 2009

- 4) And N 81°04'45" E, 57.27 feet to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument after right-of-way acquisition is complete) on the Northwest line of County Road No. 245, being the Southeast line of the said 91.929 acre Blue Haven Partners, Ltd. tract, for the most easterly corner hereof;
- 5) THENCE, along the said Northwest line of County Road No. 245, S 23°05'00" W, 33.70 feet to an iron pin with TxDOT aluminum cap set at the center of a 16" cedar tree, from which a nail found bears S 12°26'00" W, 0.92 of a foot;
- 6) And S 75°03'45" W, 14.32 feet to a TxDOT Type I Concrete Marker found on the existing Northeast line of RM 2338, marking the Southeast corner of the said 91.929 acre Blue Haven Partners, Ltd. tract, for the Southeast corner hereof;
- 7) THENCE, along the said existing Northeast line of RM 2338, S 76°46'30" W, 49.13 feet to a TxDOT Type I Concrete Marker found at the beginning of a curve to the left;
- 8) THENCE, along the said curve having a radius of 5,769.65 feet, a Central Angle of 1°50'36" and Long Chord bears N 49°40'15" W, 185.62 feet for an arc distance of 185.62 feet to a TxDOT Type I Concrete Marker found;
- 9) N 50°27'15" W, 539.97 feet to a TxDOT Type I Concrete Marker found at the beginning of a curve to the right;
- 10) Along the said curve having a radius of 1,870.08 feet, a Central Angle of 29°33'44" and Long chord bears N 35°57'30" W, 954.22 feet for an arc distance of 964.88 feet;
- 11) N 21°00'30" W, 569.47 feet to an iron pin found marking the most westerly corner of the said 91.929 acre Blue Haven Partners, Ltd. tract, being the most southerly corner of the said 3.00 acre Somerset Hills, Ltd. tract, for the most westerly corner hereof;

12) THENCE, N 53°31'00" E, 72.37 feet to the Point of BEGINNING and containing 4.486 acres (195,421 Square Feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances are surface distances and may be converted back to grid with a Combined Adjustment Factor of 1.00014.

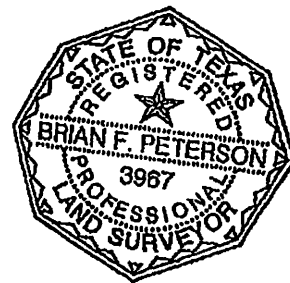
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

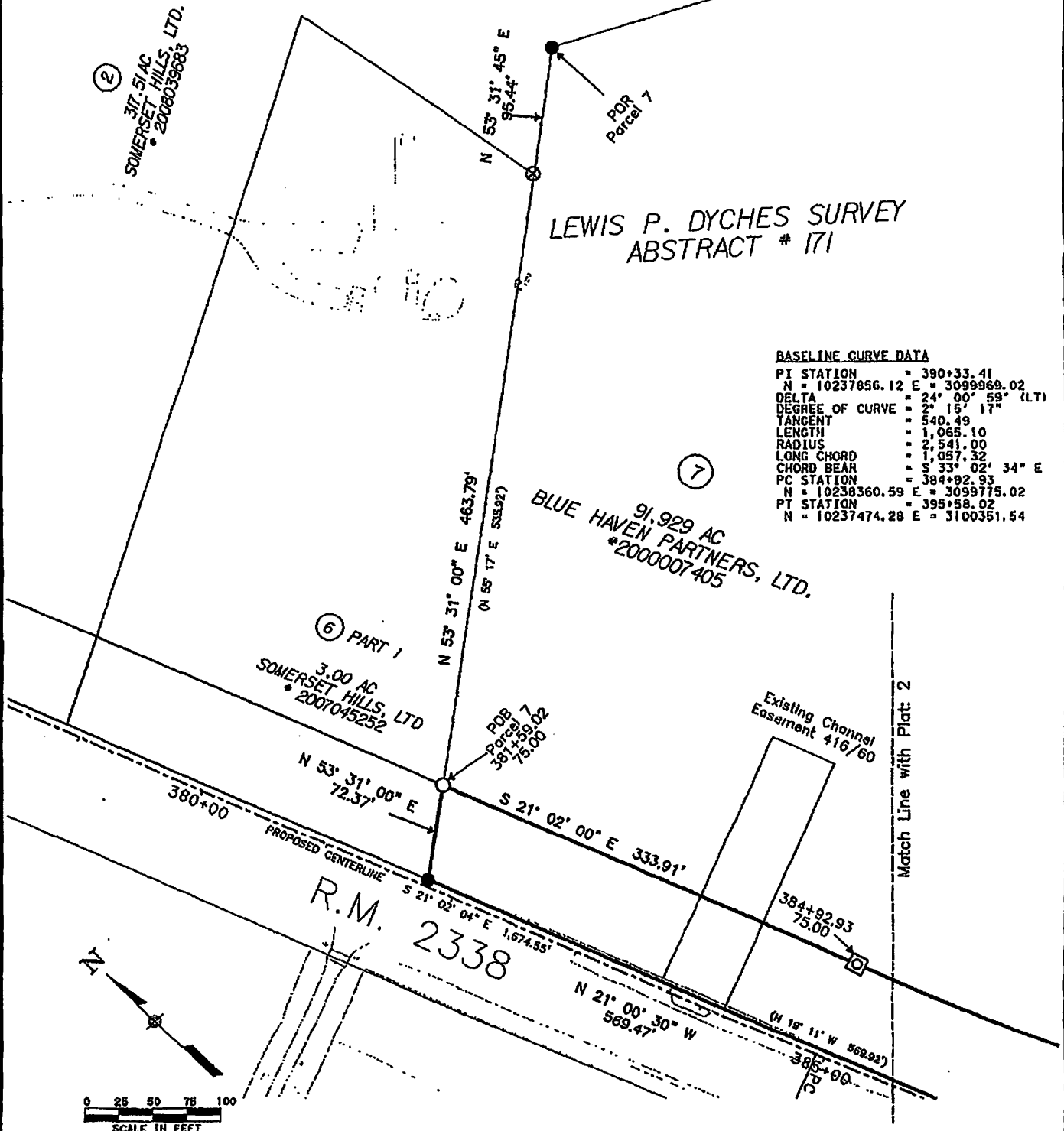
COUNTY OF WILLIAMSON

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 18th day of March, 2008, A.D.

Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas



PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 4 OF 8

STEGERS BIZZELL <small>1172 E. ALBERTA ROAD, OKMONT, OKLAHOMA 73114 (405) 271-1111 FAX (405) 271-1112 WWW.STEGERSBIZZELL.COM</small>		PARCEL PLAT SHOWING PROPERTY OF: BLUE HAVEN PARTNERS, LTD.		 <small>Texas Department of Transportation 2002</small>	
SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 7 Plat 1 of 5	

PLAT TO ACCOMPANY PARCEL DESCRIPTION

7

91.929 AC
BLUE HAVEN PARTNERS, LTD.
#2000007405

BASELINE CURVE DATA

PI STATION = 390+33.41
N = 10237856.12 E = 3099969.02
DELTA = 24° 00' 59" (LT)
DEGREE OF CURVE = 2° 15' 17"
TANGENT = 540.49
LENGTH = 1,065.10
RADIUS = 2,541.00
LONG CHORD = 1,057.32
CHORD BEAR = S 33° 02' 34" E
PC STATION = 384+92.93
N = 10238360.59 E = 3099775.02
PT STATION = 395+58.02
N = 10237474.28 E = 3100351.54

Existing Channel
Easement 416/60

384+92.93
75.00

(N 19° 11' W 589.92')

385+00

PC 384+92.93

PROPOSED R.O.W.

PROPOSED CENTERLINE

EXISTING R.O.W.

EXISTING R.O.W.

R= 2488.00
D= 24°00'59"
A= 1033.66'
C= 1026.11'
ChBr= S 33° 02' 30" E

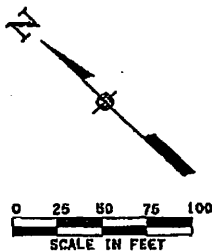
(R= 1870.08)
(C= 955.81')
(ChBr= N 34° 02' 15" W)

390+00

R= 1870.08
D= 29°33'44"
A= 864.88'
C= 954.22'
ChBr= N 35° 57' 30" W

Match Line with Plat: 3

Match Line with Plat: 1



PAGE 5 OF 8

STEGE & BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
BLUE HAVEN PARTNERS, LTD.



APPROVED	DATE & AUTHORITY	EXPIRATION DATE
DATE	DATE	DATE
DATE	DATE	DATE

SCALE:
1"= 100'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 7
Plat 2 of 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEWIS P. DYCHES SURVEY
ABSTRACT # 171

(7)

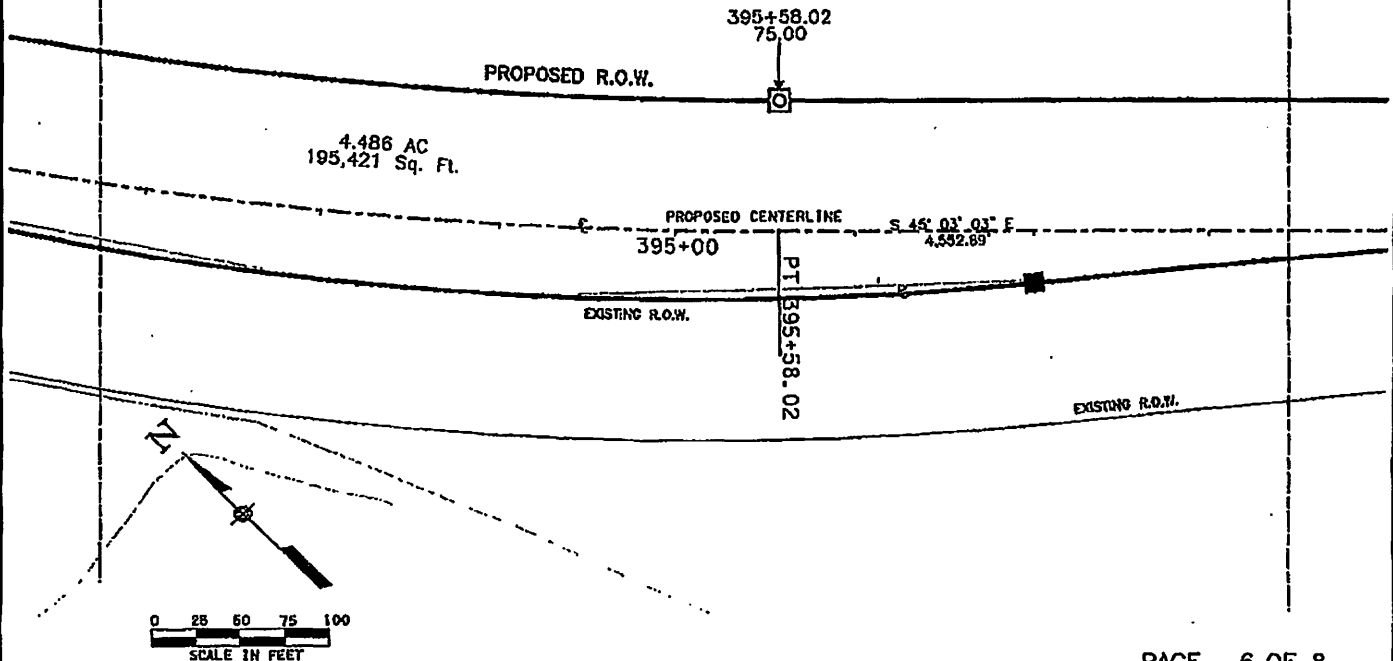
91.929 AC
BLUE HAVEN PARTNERS, LTD.
*2000007405

Match Line with Plat: 2

Match Line with Plat: 4

BASELINE CURVE DATA

PI STATION = 390+33.41
N = 10237856.12 E = 3099969.02
DELTA = 24° 00' 59" (ILT)
DEGREE OF CURVE = 2° 15' 17"
TANGENT = 540.49
LENGTH = 1,065.10
RADIUS = 2,541.00
LONG CHORD = 1,057.32
CHORD BEAR = S 33° 02' 34" E
PC STATION = 384+92.93
N = 10238360.59 E = 3099775.02
PT STATION = 395+58.02
N = 10237474.28 E = 3100351.54



0 25 50 75 100
SCALE IN FEET

PAGE 6 OF 8

STEGE & BIZZELL

1300 E. ALSTON AVENUE
SUITE 200
CHICAGO, IL 60605
PH: 773.442.1111 FAX: 773.442.1112
WWW.STEGEANDBIZZELL.COM

PARCEL PLAT SHOWING PROPERTY OF:
BLUE HAVEN PARTNERS, LTD.

SCALE:
1" = 100'

CSJ #:
2211-01-023

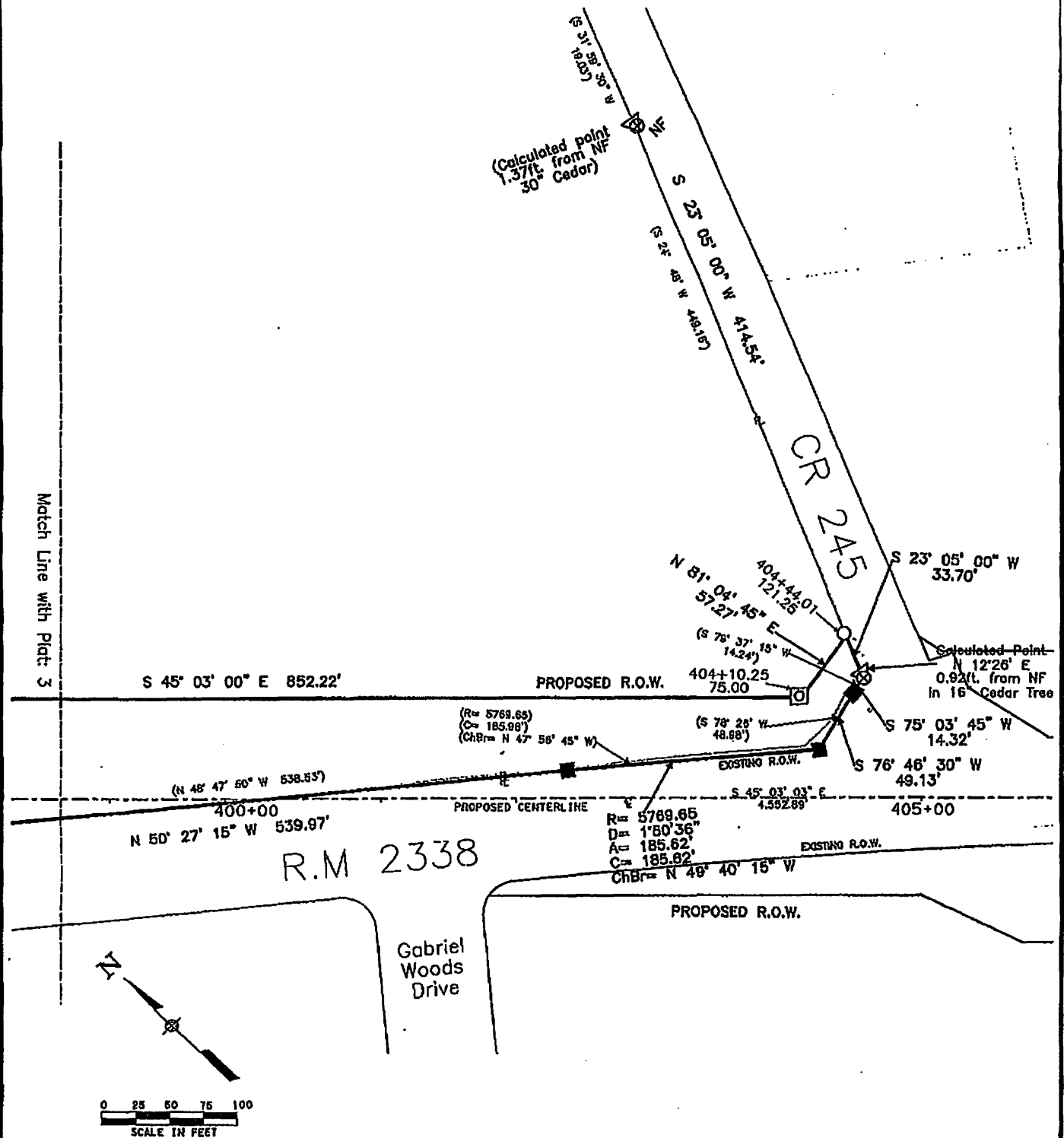
PROJECT:
RM 2338

COUNTY:
WILLIAMSON


Texas Department of Transportation
Q. 2002 by Texas Department of Transportation
Q. 1992 by T&E

PARCEL: 7
Plat 3 of 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 7 OF 8

<p>STEGERO BIZZELL</p> <p>10700 N. J. AVENUE, SUITE 100, DALLAS, TEXAS 75243 TEL: 214.343.8111 FAX: 214.343.8111 WWW.STEGEROBIZZELL.COM</p>	<p>PARCEL PLAT SHOWING PROPERTY OF:</p> <p>BLUE HAVEN PARTNERS, LTD.</p>		<p> Texas Department of Transportation 2022 by Texas Department of Transportation 2022 April 2022</p>	
<p>SCALE: 1" = 100'</p>	<p>CSJ #: 2211-01-023</p>	<p>PROJECT: RM 2338</p>	<p>COUNTY: WILLIAMSON</p>	<p>PARCEL: 7 Plat 4 of 5</p>

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊠ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⌒ CENTER LINE
- ℓ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

[Signature]
 8/18/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



PAGE 8 OF 8

STEGERS BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
 BLUE HAVEN PARTNERS, LTD.



1775 S. AUSTIN AVENUE
 SUITE 100
 AUSTIN, TEXAS 78746
 (512) 441-1111
 FAX (512) 441-1112
 WWW.STEGERSBIZZELL.COM

SCALE:
 1" = 100'

CSJ #:
 2211-01-023

PROJECT:
 RM 2338

COUNTY:
 WILLIAMSON

PARCEL: 7
 Plat 5 of 5

EXHIBIT " B "

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.193 ACRE SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.193 ACRE (8,368 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 91.929 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO BLUE HAVEN PARTNERS, LTD AS RECORDED IN DOCUMENT NUMBER 2000007405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said 91.929 acres tract, same being the northwest right-of-way line of County Road 245, a varying width right-of-way, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed varying width right-of-way;

THENCE leaving said southeast line of the 91.929 acres tract and said northwest right-of-way line of C.R. 245, crossing said 91.929 acres tract, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. S81°04'39"W a distance of 57.27 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found, and
2. N45°03'03"W a distance of 351.48 feet;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, continuing across said 91.929 acres tract, the following five (5) courses and distances:

1. N44°56'57"E a distance of 20.00 feet,
2. S45°03'03"E a distance of 341.32 feet,
3. N81°04'39"E a distance of 36.02 feet,
4. N23°04'57"E a distance of 18.99 feet, and
5. S66°55'03"E a distance of 20.00 feet to a point in said southeast line of the 91.929 acres tract, same being the northwest right-of-way line of County Road 245;

THENCE with said southeast line of the 91.929 acres tract, and the northwest right-of-way line of C.R. 245, S23°04'57"W a distance of 30.08 feet to said POINT OF BEGINNING and containing 0.193 acre.

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§


KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of September, 2009, A.D.

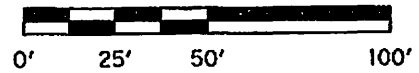
Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



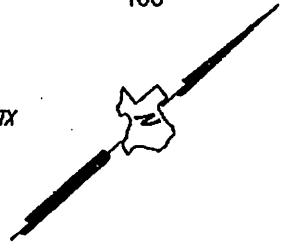

Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(7)-26424.dgn, dated September 10th, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.



- LEGEND:**
- 1/2" IRON ROD FOUND W/CAP "TXDOT"
 - △ CALCULATED POINT
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 - D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION



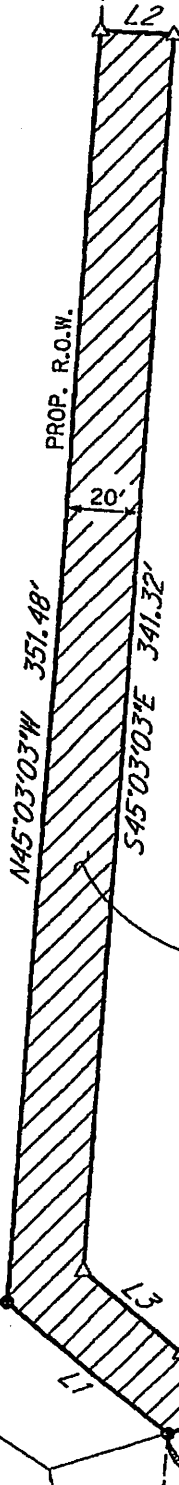
R.M. 2338
C.S.J. 2211-01-023
(PROP. VARYING WIDTH R.O.W.)

EXISTING R.O.W.

PROP. R.O.W.

BLUE HAVEN PARTNERSHIP, LTD
(91.929 AC.)
DOC. # 2000007405
O.P.R.W.C.T.

LINE	BEARING	DISTANCE
L1	S 81° 04' 39" W	57.21'
L2	N 44° 56' 57" E	20.00'
L3	N 81° 04' 39" E	36.02'
L4	N 23° 04' 57" E	18.99'
L5	S 66° 55' 03" E	20.00'
L6	S 23° 04' 57" W	30.08'



PROPOSED WATER
LINE ESMT.
0.193 AC.
8,368 SQ. FT.

LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

C.R. 245
(R.O.W. WIDTH VARIES)



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-3350
TEL (512) 252-8184
FAX (512) 252-8141

PARCEL 7
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26424

DATE:
9/10/2009

ACCOMPANYING FILE NAME:
SV-LD-P7-26424.doc

SKETCH BY:
KKH

8,368 SQUARE FEET
~ 0.193 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

EXHIBIT

C

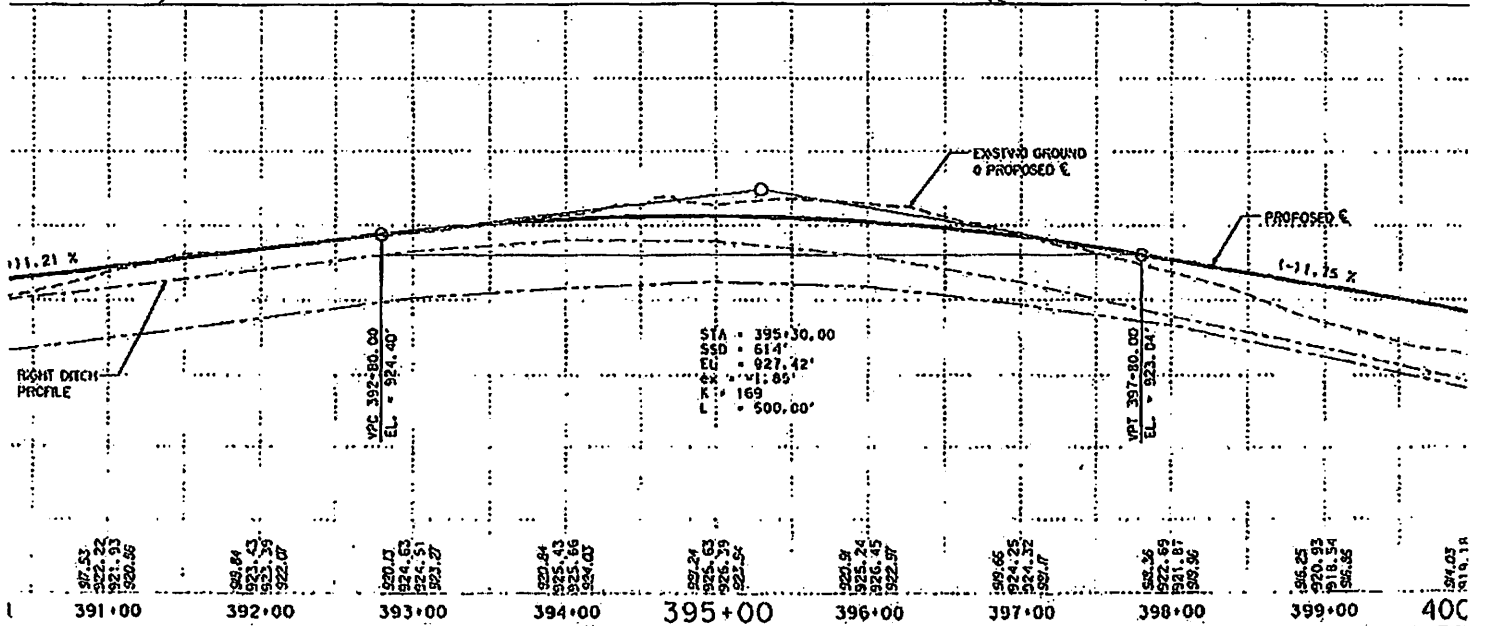
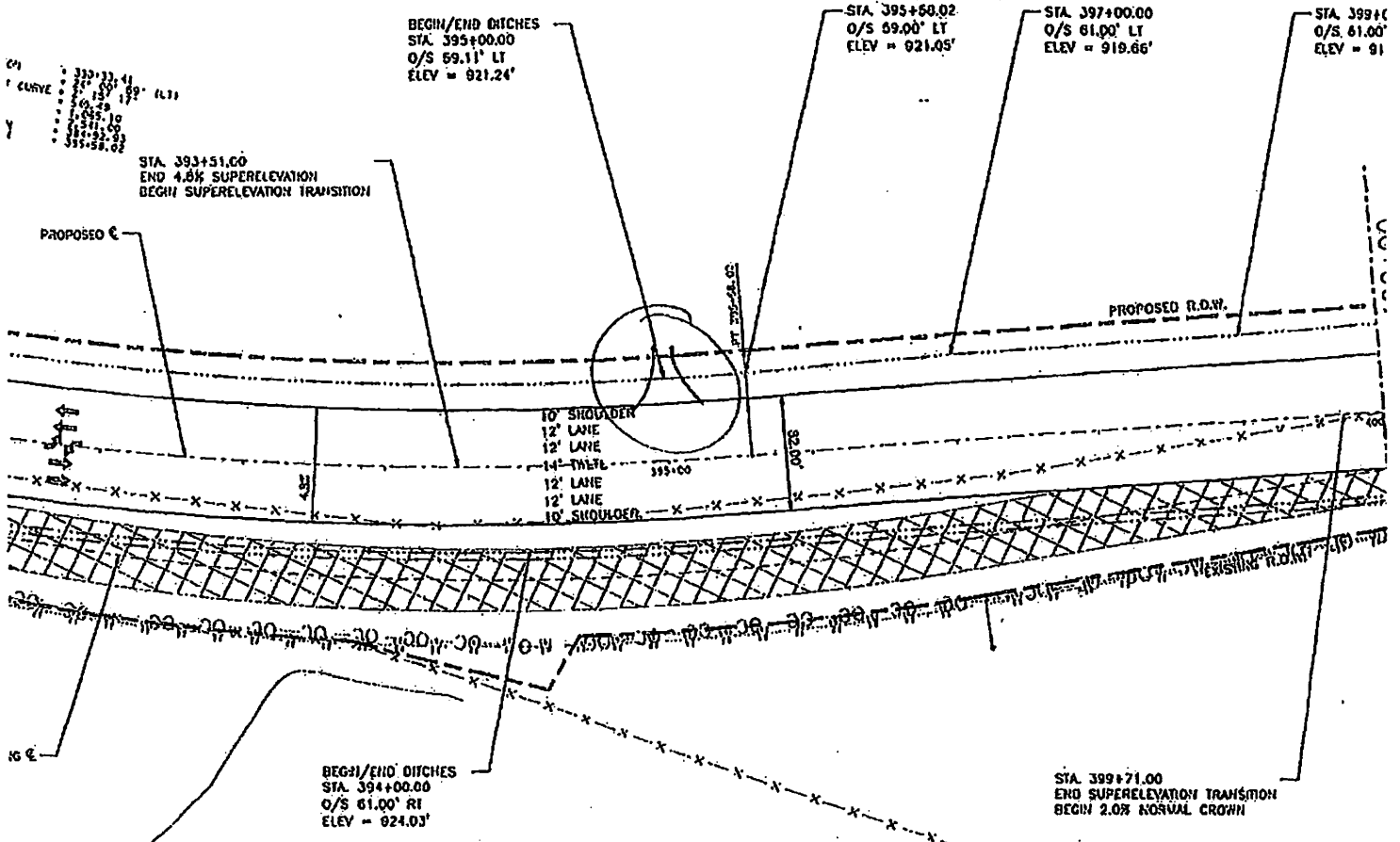


EXHIBIT "E"

STATE OF TEXAS
COUNTY OF WILLIAMSON

WATERLINE
EASEMENT

0.193 ACRE SITUATED IN
LEWIS P. DYCHES SURVEY
ABSTRACT 171
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.193 ACRE (8,368 SQUARE FEET) TRACT SITUATED IN THE LEWIS P. DYCHES SURVEY, ABSTRACT 171, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 91.929 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO BLUE HAVEN PARTNERS, LTD AS RECORDED IN DOCUMENT NUMBER 2000007405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found at the intersection of the southeast line of said 91.929 acres tract, same being the northwest right-of-way line of County Road 245, a varying width right-of-way, and the proposed northeast right-of-way line of Ranch to Market Road No. 2338, a proposed varying width right-of-way;

THENCE leaving said southeast line of the 91.929 acres tract and said northwest right-of-way line of C.R. 245, crossing said 91.929 acres tract, with said proposed northeast right-of-way line of R.M. 2338, the following two (2) courses and distances:

1. S81°04'39"W a distance of 57.27 feet to a 1/2-inch iron rod with aluminum cap stamped "Texas Dept. of Trans." found, and
2. N45°03'03"W a distance of 351.48 feet;

THENCE leaving said proposed northeast right-of-way line of R.M. 2338, continuing across said 91.929 acres tract, the following five (5) courses and distances:

1. N44°56'57"E a distance of 20.00 feet,
2. S45°03'03"E a distance of 341.32 feet,
3. N81°04'39"E a distance of 36.02 feet,
4. N23°04'57"E a distance of 18.99 feet, and
5. S66°55'03"E a distance of 20.00 feet to a point in said southeast line of the 91.929 acres tract, same being the northwest right-of-way line of County Road 245;

THENCE with said southeast line of the 91.929 acres tract, and the northwest right-of-way line of C.R. 245, S23°04'57"W a distance of 30.08 feet to said POINT OF BEGINNING and containing 0.193 acre.

THE STATE OF TEXAS
COUNTY OF TRAVIS

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§
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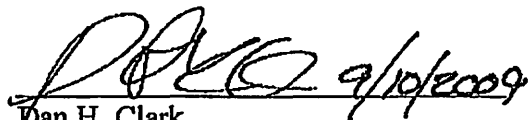
KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state 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 month of July 2009.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 10th day of September, 2009, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759




Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.00014. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in July 2009 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled S301-IS(7)-26424.dgn, dated September 10th, 2009, AVO No. 26424.
3. See Texas Department of Transportation Right-of-Way map CSJ 2211-01-023 for detailed information regarding Ranch to Market Road No. 2338.

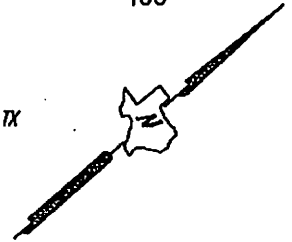
GRAPHIC SCALE 1"=50'

PAGE 2 OF 2

0' 25' 50' 100'

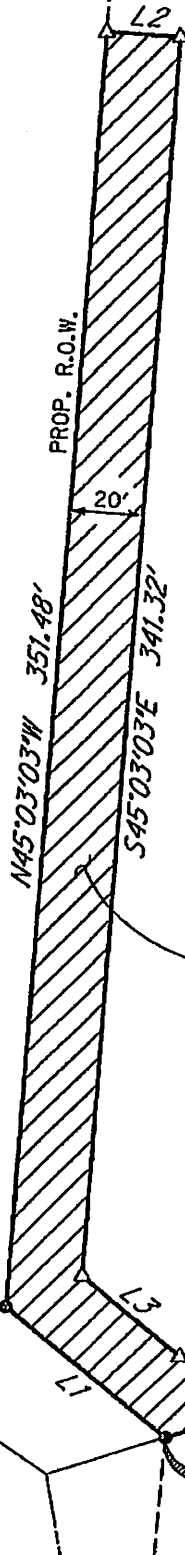
LEGEND:

- 1/2" IRON ROD FOUND W/CAP "TXDOT"
- △ CALCULATED POINT
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION



R.M. 2338
C.S.J. 2211-01-023
(PROP. VARYING WIDTH R.O.W.)

EXISTING R.O.W.



BLUE HAVEN PARTNERSHIP, LTD
(91.929 AC.)
DOC. # 2000007405
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PROPOSED WATER
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8,368 SQ. FT.

LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171

C.R. 245
(R.O.W. WIDTH VARIES)

P.O.B.



HALFF

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PARCEL 7
SKETCH TO ACCOMPANY DESCRIPTION

HALFF AVO:
26424

DATE:
9/10/2009

ACCOMPANYING FILE NAME:
SV-LD-P7-26424.doc

SKETCH BY:
KKH

8,368 SQUARE FEET
~ 0.193 ACRE
SITUATED IN THE
LEWIS P. DYCHES SURVEY,
ABSTRACT NO. 171
WILLIAMSON COUNTY, TEXAS

200909040_B-5x11.plt 26424.dgn Design 2-42-11 PM 9/10/2009

EXHIBIT "A"

**SPECIAL WARRANTY DEED
RM 2338 Right of Way**

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

All of that certain 4.486 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 7)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of RM 2338, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2009.

GRANTOR:

BLUE HAVEN PARTNERS, LTD.

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

TxDOT Right of Way Administrator
7901 N IH 35, Building A
Austin, Texas 78761

AFTER RECORDING RETURN TO: