

REAL ESTATE CONTRACT
RM 2338 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CIRCLE B-Y PARTNERS, LTD. and MYRA ANN YOUNG, (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 2.151 acre tract of land, more or less, 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 2); 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 herein, 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 and compensation for any damages to the remaining property of Seller shall be the sum of TWO HUNDRED FIFTY TWO THOUSAND NINE HUNDRED AND THIRTY SIX and 00/100 Dollars (\$252,936.00).

2.01.1. As additional compensation Purchaser shall pay the amount of SIXTEEN THOUSAND EIGHT HUNDRED THIRTEEN and 00/100 Dollars (\$16,813.00) as payment for any improvements or replacement of any fencing, and for any damages to 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 an obligation which shall survive the closing of this transaction, within 30 days after the closing of this transaction Purchaser shall complete any ~~relocation or~~ replacement of fencing which is required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities on the Property by Purchaser.

**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 January 25th, 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 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 "B" 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.

In the event Purchaser and its contractors and assigns begin use and possession of the Property prior to Closing, but Purchaser then defaults under this Contract, Seller shall have the additional remedies of specific performance and damages under Article VIII above against Purchaser.

[signature page follows]

SELLER:

Circle B-Y Partners, Ltd.

By: Circle B-Y Ltm. Part.
Its: Myra Ann Young
Date: 12/22/09

Address: 13688 Wood Road
Holland, TX 76534

Myra Ann Young
Myra Ann Young
Date: 12/22/09

Address: SAME

PURCHASER:

County of Williamson

By: [Signature]
Dan A. Gattis, County Judge
Date: 1-5-2010

701 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT _____

County: Williamson
Parcel No.: 2
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 2

BEING 2.151 acres (93,680 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 II called 125.00 acres, Save & Except 4.706 acres, as conveyed to Circle B-Y Partners, Ltd. and Myra Ann Young, by deed recorded as Document No. 2009038694 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 in five parts as follows;

Part A1: 1.314 Acres (57,247 Square Feet)

Beginning for REFERENCE at an iron pin found marking a corner of the above referenced 125.00 acre, Save & Except 4.706 acre, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the most northerly corner of a certain tract of land, called 13.82 acres, as conveyed to Mike Nations by deed recorded as Document No. 1999072883 of the Official Public Records of Williamson County, Texas;

THENCE, along a westerly line of said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the East line of the said 13.82 acre Nations tract, S 10°55'15" W, 817.94 feet to an iron pin with TxDOT aluminum cap set, on the proposed Northeast line of the Ranch to Market Highway No. 2338, 85.00 feet, left of station 344+58.78, for the Northwest corner and POINT OF BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of the RM 2338, as follows
S 76°58'15" E, 430.87 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);
- 2) N 86°19'45" E, 69.60 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 76°58'15" E, 257.23 feet, to an iron pin on the west line of that certain tract of land, called 0.60 of an acre as conveyed to Michelle Lynn Bell Dube and husband Travis A. Dube, by deed recorded as Document No. 2009038695 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

- 4) THENCE, S 26°25'15" W, 92.44 feet to an iron pin set on the existing Northeast line of RM 2338, being the Southeast corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. And Myra Ann Young Tract II, being the Southwest corner of the said 0.60 of an acre Dube tract, for the Southeast corner hereof;
- 5) THENCE along the said existing Northeast line of RM 2338, N 76°54'45" W, 730.83 feet to an iron pin found marking the most westerly corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, being the Southeast corner of the said 13.82 Nations tract, for the Southwest corner hereof;
- 6) THENCE, N 10°55'15" E, 69.19 feet to the Place of BEGINNING for Part A1 and containing 1.314 acres (57,247 Square Feet) of land, more or less.

Part A2: 0.230 of an acre (10,016 Square Feet)

Beginning for REFERENCE at an iron pin marking a corner of the above referenced 125.00 acre, Save & Except 4.706 acre, Circle B-Y Partners, Ltd. And Myra Ann Young Tract II, being the most northerly corner of a certain tract of land, called 13.82 acres, as conveyed to Mike Nations by deed recorded as Document No. 1999072883 of the Official Public Records of Williamson County, Texas;

THENCE, along a westerly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the East line of the said 13.82 acre Nations tract S 10°55'15" W, 817.94 feet, to an iron pin with TxDOT aluminum cap set, on the proposed Northeast line of Ranch to Market Highway No. 2338, 85.00 feet, left of station 344+58.78;

THENCE, along the said proposed Northeast line of the RM 2338, as follows S 76°58'15" E, 430.87 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);

N 86°19'45" E, 69.60 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);

S 76°58'15" E, 288.07 feet, to an iron pin with TxDOT aluminum cap set on the East line of that certain tract of land, called 0.60 of an acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 2009038695 of the Official Public Records of Williamson County, Texas, being a westerly line of the said 125.00 acres, Save & Except 4.706 acre, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, 105.00 feet left of station 352+44.39, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, S 76°58'15" E, 11.93 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 right;

- 2) Along the curve having a radius of 1,705.00 feet, a Central Angle of 3°00'23" and Long Chord bears S 75°28'15" E, 89.45 feet, for an arc distance of 89.46 feet to an iron pin with TxDOT aluminum cap set on an easterly line of the said 125.00 acre, Save & Except 4.706 acre, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, being the West line of that certain tract of land, called 1.00 acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 9872664 of the Official Records of Williamson County, Texas, for the Northwest corner hereof;
- 3) THENCE, S 13°03'15" W, 87.74 feet, to an iron pin found on the existing Northeast line of RM 2338, marking a southeasterly corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southwest corner of the said 1.00 acre Dube tract, for the Southeast corner hereof;
- 4) THENCE, along the said existing Northeast line of RM 2338, N 76°54'45" W, 122.72 feet, to an iron pin with TxDOT aluminum cap set for a Southwest corner of the said 125.00 acres, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southeast corner of the said 0.60 of an acre Dube tract, for the Southwest corner hereof;
- 5) THENCE, N 26°25'15" E, 92.47 feet, to the Place of BEGINNING for Part A2 and containing 0.230 of an acre (10,016 Square Feet) of land, more or less.

Part B: 0.245 of an acre (10,677 Square Feet)

Beginning for REFERENCE at an iron pin found marking an interior corner of the above referenced 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Northeast corner of that certain tract of land, called 1.00 acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 9872664 of the Official Records of Williamson County, Texas;

THENCE, along a westerly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southeast line of the said 1.00 acre Dube tract, S 13°01'15" W, 144.89 feet, to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of RM 2338, 105.00 feet left of station 355+37.60, for the Northwest corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line of RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 9°24'58" and Long Chord bears S 62°11'30" E, 279.88 feet, an arc distance of 280.20 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 a northerly line of an old county road, being a southerly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, for the most easterly corner hereof;

September 10, 2009

- 2) THENCE, along the said northerly line of the old county road, being along the said southerly line of 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, N 77°39'15" W, 171.61 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said North line of the old county road and the existing North line of RM 2338;
- 3) THENCE, continuing along the said existing Northeast line of RM 2338, N 71°53'30" W, 99.41 feet to a nail found for a southwesterly corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Southeast corner of the said 1.00 acre Dube tract, for the Southwest corner hereof;
- 4) THENCE, N 13°01'15" E, 64.64 feet to the Place of BEGINNING for Part B and containing 0.245 of an acre (10,677 Square Feet) of land, more or less.

Part C: 0.017 of an acre (730 Square Feet)

Beginning for REFERENCE at a TxDOT Type I Concrete Marker found, marking a northerly corner of existing RM 2338, being an interior corner of the above-referenced 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II;

THENCE, along a northwesterly line of the said existing RM 2338, being a southeasterly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, S 69°35'45" W, 7.53 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 intersection of the proposed Northeast line of RM 2338 and the said existing Northwest line of RM 2338, 105.00 feet left of station 363+02.86, for the Southeast corner and Point of BEGINNING hereof;

- 1) THENCE, along the said existing Northwest line of RM 2338, S 69°35'45" W, 21.55 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said existing Northwest line of RM 2338 and the Northeast line of an old county road, marking a southerly corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, for the Southwest corner hereof;
- 2) THENCE, along the said Northeast line of the old county road, being a southwesterly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, N 22°54'15" W, 66.20 feet to an iron pin with TxDOT aluminum cap set at the intersection of the said Northeast line of the old county road and the said proposed Northeast line of RM 2338, for the most northerly corner hereof;
- 3) THENCE, along the said proposed Northeast line RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 2°22'10" and Long Chord bears S 40°40'45" E, 70.51 feet, an arc distance of 70.51 feet to the Place of BEGINNING for Part C and containing 0.017 of an acre (730 Square Feet) of land, more or less.

Part D: 0.345 acres (15,010 Square Feet)

Beginning for REFERENCE at a TxDOT Type I Concrete Marker found, marking a northerly corner of existing RM 2338, being an interior corner of the above-referenced 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II;

THENCE, along a northeasterly line of the said existing RM 2338, being a southwesterly line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, S 21°01'15" W, 23.01 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 intersection of the proposed Northeast line of RM 2338 and the said existing Northeast line of RM 2338, 105.00 feet left of station 363+25.65, for the most northerly corner and Point of BEGINNING hereof;

- 1) THENCE, along the said proposed Northeast line RM 2338, along a curve to the right having a radius of 1,705.00 feet, a Central Angle of 12°01'20" and Long Chord bears S 32°37'15" E, 360.06 feet, an arc distance of 360.73 feet, an iron pin with TxDOT aluminum cap set on the south line of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the north line of that certain tract of land, called 4.706 acres, as described in a Partial Release of Lien to Somerset Hills, Ltd., of record as Document No. 2008067359 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof;
- 2) THENCE, S 69°59' W, 72.40 feet to an iron pin with TxDOT aluminum cap set on the said existing Northeast line of RM 2338, for the Southwest corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd. and Myra Ann Young Tract II, being the Northwest corner of the said 4.706 acre Somerset Hills, Ltd., tract, for the Southwest corner hereof;
- 3) THENCE, along the said existing Northeast line of RM 2338, N 21°01'15" W, 351.44 feet to the Place of BEGINNING for Part D and containing 0.345 of an acre (15,010 Square Feet of land);

PLAT TO ACCOMPANY PARCEL DESCRIPTION

POB
Parcel 2
Part A

LEWIS F. DYCHES SURVEY
Abstract # 171

②

TRACT II
125.00 AC
SAVE & EXCEPT 4.706 AC
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG
• 2009038694

①

13.82 AC
MIKE NATIONS
• 199972883

POB
Parcel 2
Part A
124.29 AC
85.00

N 10° 55' 15" E
69.19'

PROPOSED R.O.W.

S 76° 58' 15" E
430.87'

N 88° 19' 45" E
69.60'

S 76° 58' 15" E
257.23'

PROPOSED CENTERLINE
345+00

S 76° 58' 18" E
1,179.30'

(N 76° 58' 27" W 884.38')

N 76° 54' 45" W
730.83'

EXISTING R.O.W.
350+00

2 PART A1
1.314 AC
57,247 Sq. Ft.

N

R.M. 2338

0 25 50 75 100
SCALE IN FEET

Match Line with Plat: 2

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STEGERY BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG

Texas Department of Transportation
© 2009 by Texas Department of Transportation

SCALE:
1" = 100'

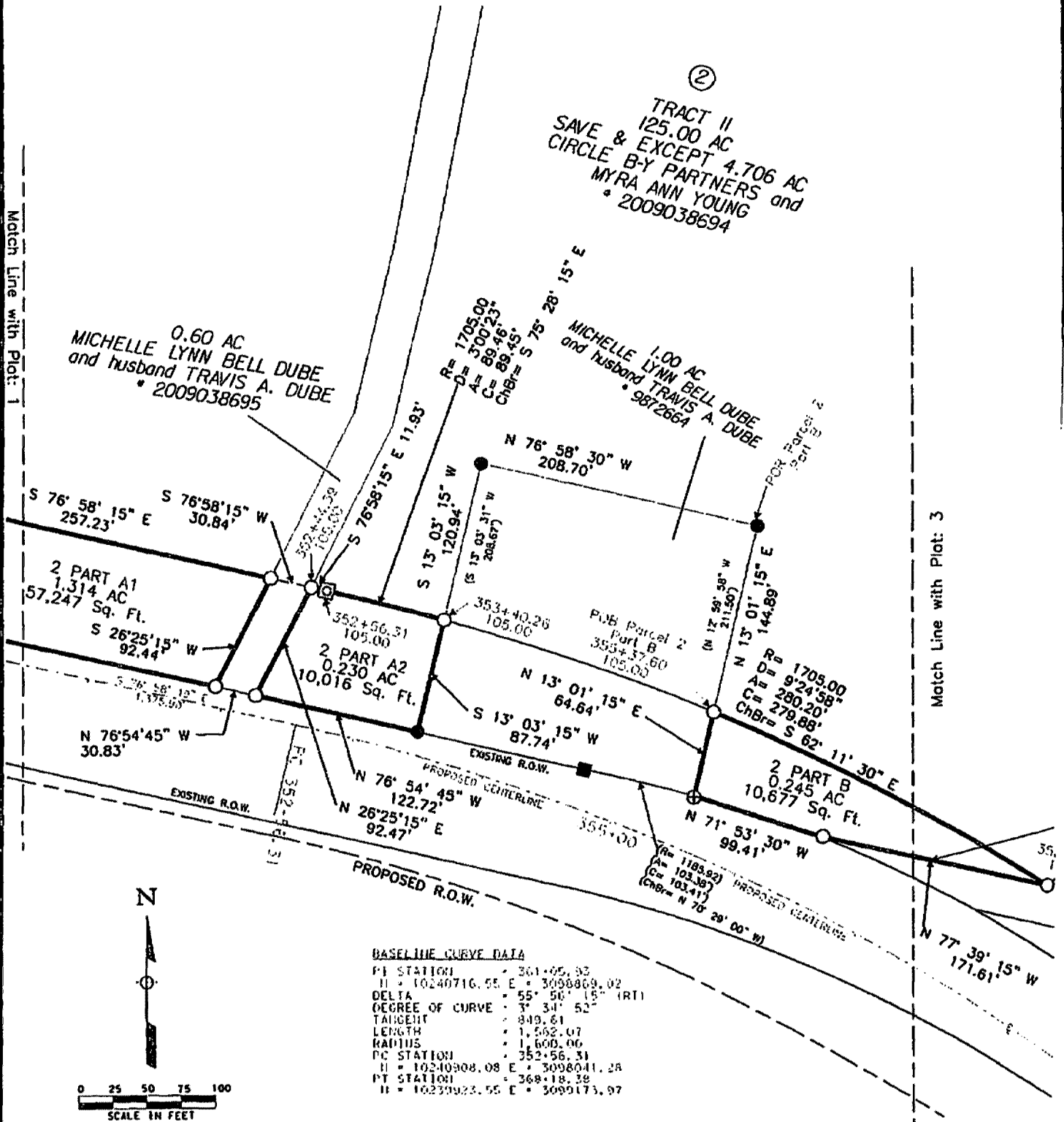
CSJ #:
2211-01-023

PROJECT:
RM 2338

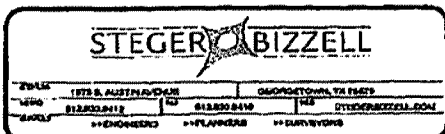
COUNTY:
WILLIAMSON

PARCEL: 2
Plat 1 of 6

PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 8 OF 12

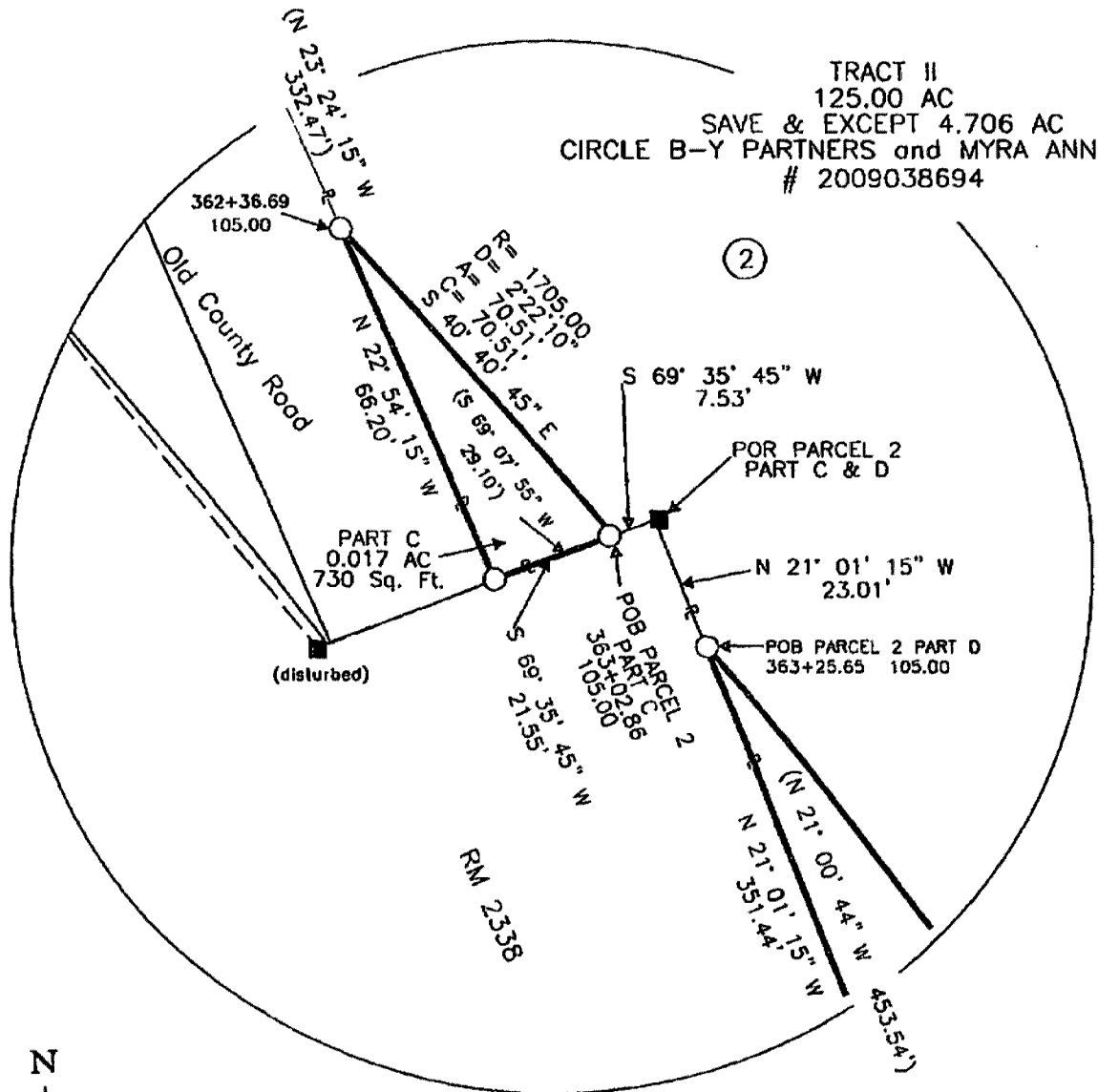


PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 2 Plat 2 of 6
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PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGERO BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



SCALE:
1" = 30'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 2
Plat 4 of 6

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
- ℄ PROPERTY LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

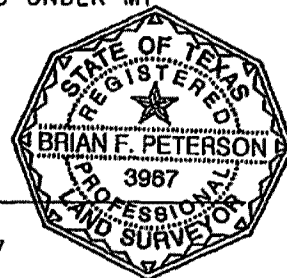
NOTES:

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]
 9/10/09
 BRIAN F. PETERSON
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
 STATE OF TEXAS



PAGE 12 OF 12

STEGERO BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
 CIRCLE B-Y PARTNERS and
 MYRA ANN YOUNG



SCALE:
 1" = 100'

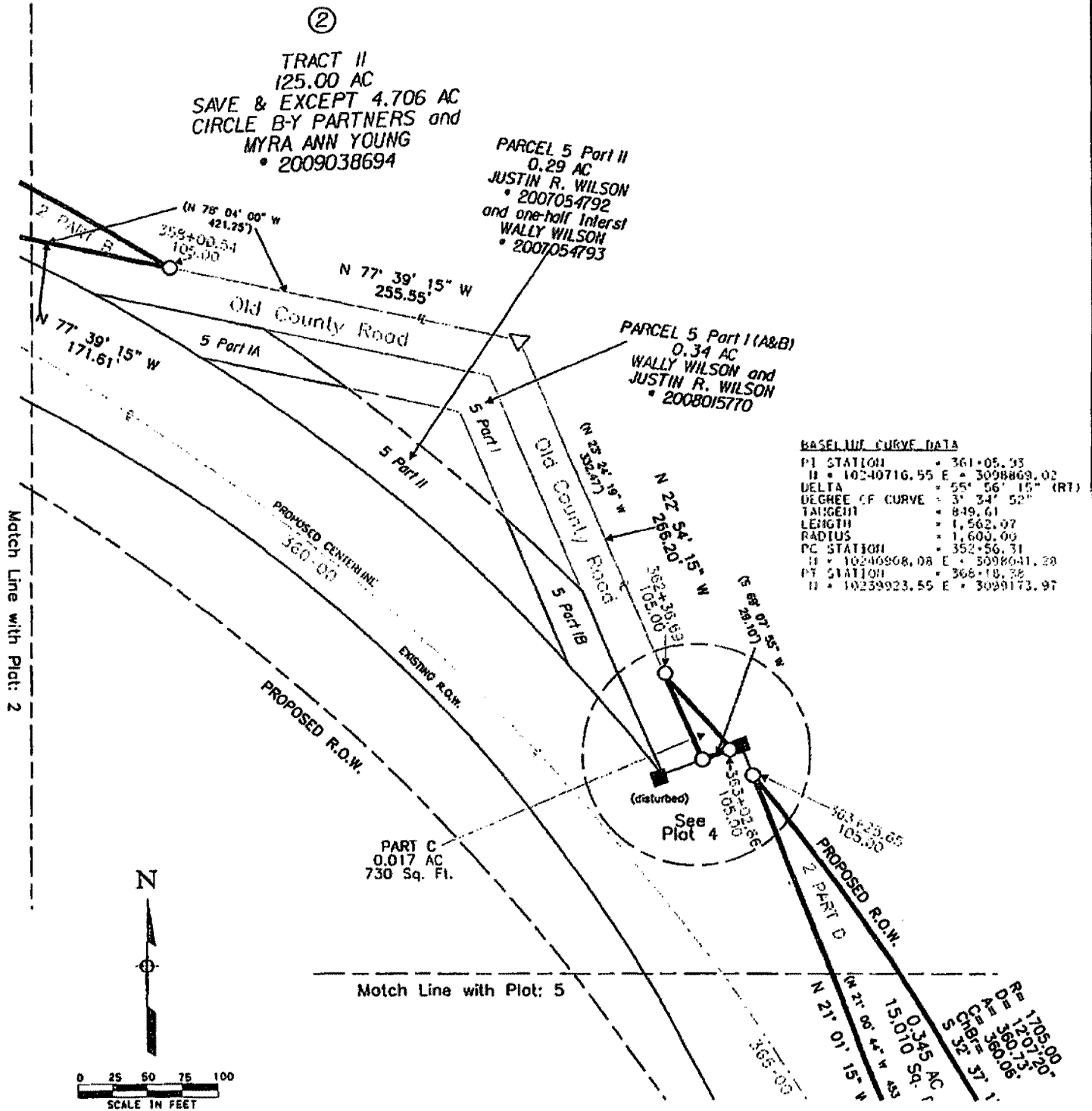
CSJ #:
 2211-01-023

PROJECT:
 RM 2338

COUNTY:
 WILLIAMSON

PARCEL: 2
 Plat 6 of 6

PLAT TO ACCOMPANY PARCEL DESCRIPTION



PAGE 9 OF 12

STEGEBIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



SCALE:

1" = 100'

CSJ #:

2211-01-023

PROJECT:

RM 2338

COUNTY:

WILLIAMSON

PARCEL: 2
Plat 3 of 6

PLAT TO ACCOMPANY PARCEL DESCRIPTION

PART C
0.017 AC
730 Sq. Ft.

(disturbed)

Match Line with Plat: 3

LEWIS P. DICHES SURVEY
Abstract 171

R.M. 2338

②

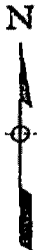
TRACT II
125.00 AC
SAVE & EXCEPT 4.706 AC
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG
• 2009038694

4.706 AC
PARTIAL RELEASE LIEN
SOMERSET HILLS, LTD.
• 2008067359

37.51 AC
SOMERSET HILLS, LTD.
• 2008039683

BASELINE CURVE DATA

PI STATION = 361+05.93
 II = 10240716.55 E = 3098869.02
 DELTA = 55° 56' 15" (R1)
 DEGREE OF CURVE = 3° 34' 52"
 TANGENT = 149.61
 LENGTH = 1,562.07
 RADIUS = 1,600.00
 PC STATION = 352+56.31
 II = 10240308.08 E = 3098041.28
 PT STATION = 368+18.38
 II = 10239923.55 E = 3099173.97



0 25 50 75 100
SCALE IN FEET

PAGE 11 OF 12

STEGEROBIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
CIRCLE B-Y PARTNERS and
MYRA ANN YOUNG



SCALE:
1" = 100'

CSJ #:
2211-01-023

PROJECT:
RM 2338

COUNTY:
WILLIAMSON

PARCEL: 2
Plot 5 of 6

SPECIAL WARRANTY DEED
RM 2338 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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

WHEREAS, Williamson County, Texas 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 CIRCLE B-Y 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 2.151 acre tract of land, more or less, 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 2)

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.

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2009 by Michelle Lynn Bell Dube and Travis A. Dube, 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 ADDRESS:

Williamson County Courthouse
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

