

REAL ESTATE CONTRACT
Chandler Road (Section IIIA)--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SHUMORE JOINT VENTURE, a Texas joint venture, (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 8.897 acre tract of land, more or less, situated in the John Thomas Survey, Abstract No. 610, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 7)

together with all and singular the rights and appurtenances pertaining to the property, 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

2.01. The Purchase Price for the Property described in Exhibit "A", and for the replacement of any fencing or damages or cost to cure the remaining property of Seller, shall be the sum of ONE HUNDRED TWENTY NINE THOUSAND and 00/100 Dollars (\$129,000.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct two (2) eighteen foot wide asphalt driveway connections, with eighteen foot radii, between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller in the location and according to the notes and specifications as shown on Exhibit "B" attached hereto and incorporated herein and standard driveway detail design as shown in the approved roadway plan set, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's 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 August 8, 2011, 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 Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", all free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The deed shall be in the form as shown in Exhibit "C" attached hereto.

(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 Grantee's fee simple title and/or easement interests 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."
- (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 BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

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

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the 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 may be considered effective as originals for purposes of this Contract.

SELLER:

Shumore Joint Venture,
a Texas joint venture

By: _____
Robert K. Schultz


Address: _____

By: _____
Ronald E. Morrison

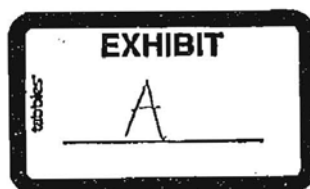
Address: _____

PURCHASER:

COUNTY OF WILLIAMSON

By:  _____
Dan A. Gattis, County Judge
Date: 07-21-01

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626



CHANDLER ROAD PHASE IIIA PARCEL 7 RIGHT-OF-WAY

METES AND BOUNDS DESCRIPTION

FOR A 8.897-ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMNANT PORTION OF A CALLED 67.78-ACRE TRACT OF LAND CONVEYED TO SHUMORE JOINT VENTURE, AS RECORDED IN DOCUMENT NO. 2000039782 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 8.897-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1" iron rod found monumenting the northeast corner of said Shumore Joint Venture remnant tract, same being on the southeast corner of a 12 foot strip of land claimed by Jerry W. Roznovak and being described in Volume 135, Page 347 of the Deed Records of Williamson County, Texas, same being on an angle point in the southerly boundary line of a called 90.68-acre tract of land conveyed to Jerry W. Roznovak as recorded in Volume 1599, Page 750 of the Official Records of Williamson County, Texas, same being on an angle point in the westerly right-of-way line of C.R. 101 (right-of-way width varies), monumenting the northeast corner and POINT OF BEGINNING hereof;

THENCE with the easterly boundary line of said Shumore Joint Venture remnant tract, same being with said westerly right-of-way line of C.R. 101, S22°37'53"E for a distance of 259.22 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" monumenting the southeast corner hereof, and from which a 3/4" iron pipe found on an angle point in said easterly boundary line of the Shumore Joint Venture remnant tract, same being on the northeast corner of a called 15.00-acre tract of land conveyed to Gary G. Beran and wife, Bertha M. Beran as recorded in Volume 1685, Page 579 of the Official Records of Williamson County, Texas, bears S22°37'53"E a distance of 411.37 feet;

THENCE departing said westerly right-of-way line of C.R. 101, through the interior of said Shumore Joint Venture remnant tract the following four (4) courses and distances:

- 1) N66°38'55"W for a distance of 33.40 feet to a capped 1/2" iron rod set stamped "Diamond Surveying", monumenting an angle point hereof;

- 2) **S68°26'08"W** for a distance of **706.32 feet** to a capped 1/2" iron rod set stamped "Diamond Surveying", monumenting an angle point hereof;
- 3) **N21°33'52"W** for a distance of **27.00 feet** to a capped 1/2" iron rod set stamped "Diamond Surveying", monumenting an angle point hereof;
- 4) **S68°26'08"W** for a distance of **1023.10 feet** to a capped 1/2" iron rod set stamped "Diamond Surveying" on a point in the westerly boundary line of said Shumore Joint Venture remnant tract, same being on a point in the easterly boundary line of a called 18.202-acre tract of land conveyed to Round Table Real Estate, LLC as recorded in Document No. 2010083000, monumenting the southwest corner hereof, and from which a 1/2" iron rod found on the southeast corner of said Round Table Real Estate tract bears **S21°44'38"E** for a distance of 1552.16 feet;


THENCE with the common boundary line of said Shumore Joint Venture remnant tract, and said Round Table Real Estate tract, **N21°44'38"W** for a distance of **211.38 feet** to a capped iron rod found stamped "Cunningham-Allen" on the northwest corner of said Shumore Joint Venture remnant tract, same being on the northeast corner of said Round Table Real Estate tract, same being on a point in the southerly boundary line of a called 124.28-acre tract of land conveyed to Jerry E. Roznovak as recorded in Volume 331, Page 450 of the Deed Records of Williamson County, Texas, monumenting the northwest corner hereof, and from which a 1" iron rod found on the northwest corner of said Round Table Real Estate tract, same being on the southwest corner of said 124.28-acre Jerry E. Roznovak tract, bears **S68°31'36"W** for a distance of 449.51 feet;

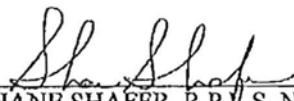
THENCE with the common boundary line of said Shumore Joint Venture remnant tract, and said 124.28-acre Jerry E. Roznovak tract, **N68°31'36"E** for a distance of **822.69 feet** to a capped 1/2" iron rod set stamped "Diamond Surveying" on the southeast corner of said 124.28-acre Jerry E. Roznovak tract, same being on the southwest corner of aforementioned 12 foot strip of land described in Volume 135, Page 347, and from which an old car axel found monumenting the northwest corner of said 12 foot strip of land and the southwest corner of said 90.68-acre Roznovak tract bears **N21°15'29"W** a distance of 12.81 feet, and from said axel a 3/4" iron pipe found monumenting the northwest corner of aforementioned 90.68-acre Roznovak tract, bears **N21°15'29"W** a distance of 3107.99 feet;

THENCE with the common boundary line of said Shumore Joint Venture remnant tract, and said 12 foot strip of land described in Volume 135, Page 347, **N68°31'36"E** for a distance of **926.22 feet** to the **POINT OF BEGINNING** hereof and containing 8.897 acres of land more or less.

BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Scale Factor used for this survey is 1.00012.

A Sketch of Survey has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100


SHANE SHAFER, R.P.L.S. NO. 5281 May 5, 2011
DATE



DIANE K. BOHAC GST TRUST,
DIANE K. BOHAC, TRUSTEE,
AND JANIE K. STEFEK GST TRUST,
JANIE K. STEFEK, TRUSTEE.
FIRST TRACT 80 AC
DOC. NO. 2007012727
O.P.R.W.C.T.

GENERAL NOTES:

1. The tract shown hereon lies partially within Flood Zone "A" shaded (No Flood Base Elevations Determined) and partially within Flood Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain) according to Flood Rate Map for Williamson County, Texas, Map No. 48491C0510 E dated September 26, 2008.

2. Bearing Basis: Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93). Distances shown hereon are surface. A metes and bounds description has been prepared to accompany this survey sketch.

TITLE COMMITMENT NOTES

The Surveyor has reviewed Commitment for Title Insurance GF No. 9691-10-1288 issued by Title Resources Guaranty Company, issue date January 6, 2011, with regard to any record easements, right of way or setbacks affecting the subject property.

10a) An electric easement granted to Texas Power & Light Co., recorded in Volume 308, Page 75, Deed Records of Williamson County, Texas, is located 1 foot west of and parallel with the east boundary line of the subject tract.

10b) A Pipe Line Easement granted to Jonah Water Supply Corp., recorded in Volume 563, Page 696, Deed Records of Williamson County, Texas. Blanket type Easement, may affect subject tract.

10c) An Electric Easement granted to Texas Power & Light Co., recorded in Volume 1500, Page 274, Deed Records of Williamson County, Texas, Does not affect subject tract.

10e) A Communication Cable Easement granted to GTE Southwest, Inc., recorded in Document No. 9748224 Official Records of Williamson County, Texas, is described as being "A ten foot easement running adjacent to, and parallel with the west boundary line County Road No. 101 as occupied and maintained".

SURVEY OF 8.897 ACRES
OUT OF THE JOHN THOMAS SURVEY,
ABSTRACT NO. 610
WILLIAMSON COUNTY, TEXAS

CERTIFICATION TO: Williamson County, Texas, and Texas American Title Company EXCLUSIVELY.

THE UNDERSIGNED CERTIFIES THAT THIS SURVEY WAS THIS DAY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND OF THE REAL PROPERTY SHOWN ON THE SURVEY, AND AFTER THE EXERCISE OF PROFESSIONAL DILIGENCE AND REASONABLE CARE THAT THIS SURVEY IS CORRECT TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF; THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, OR BOUNDARY CONFLICTS OR VISIBLE ENCROACHMENTS, PROTRUSIONS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN HEREON; AND THAT THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

Shane Shafer

MAY 5, 2011

SHANE SHAFER, RPLS' NO. 5281

DATE:



CHANDLER ROAD PHASE IIIA PARCEL 7
SHEET 2 OF 2

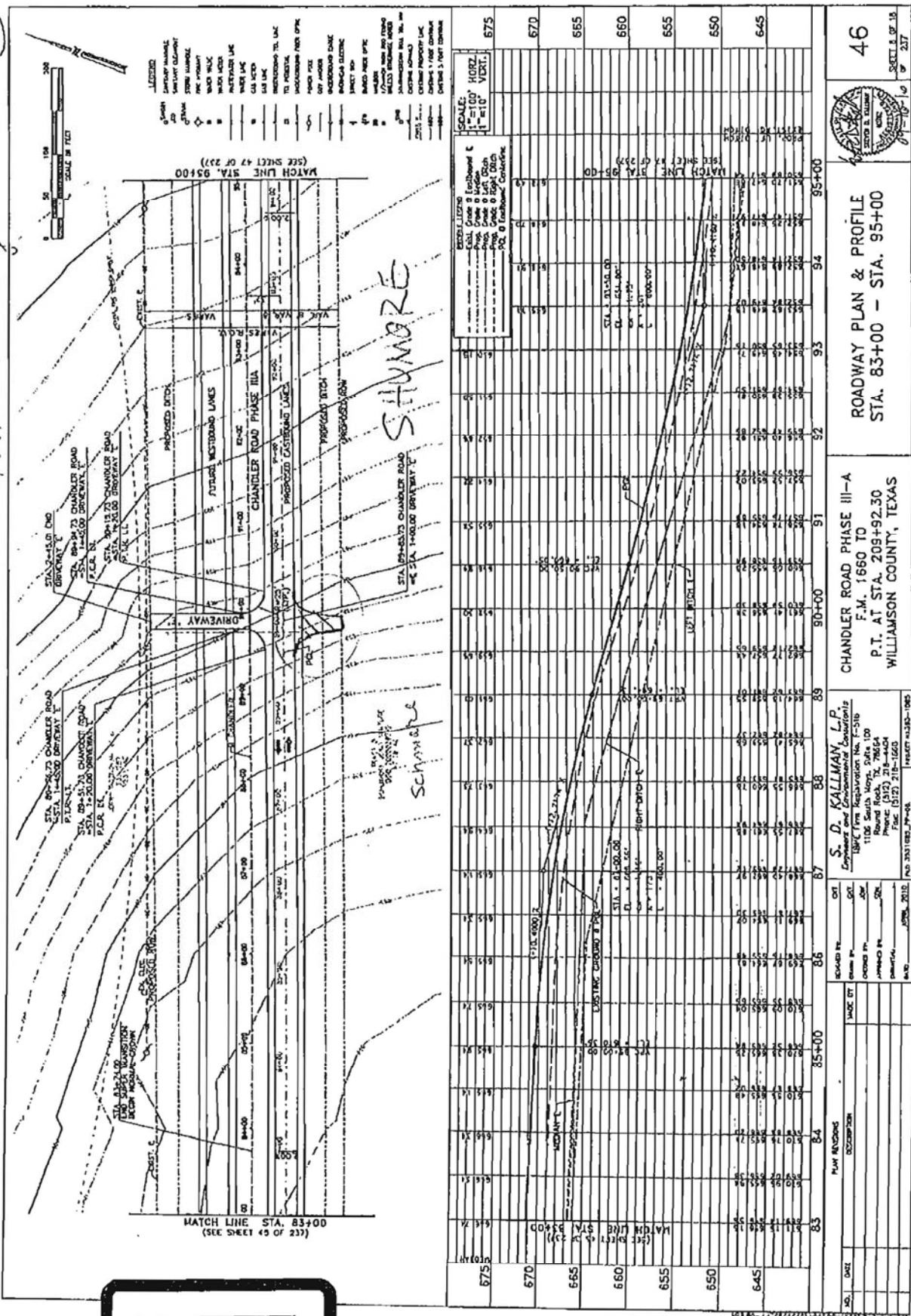


DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

For Review Only

2



EXHIBIT



ROADWAY PLAN & PROFILE
STA. 83+00 - STA. 95+00

CHANDLER ROAD PHASE III-A
F.M. 1660 TO
P.T. AT STA. 209+92.30
WILLIAMSON COUNTY, TEXAS

S. D. KALLMAN, L.P.
Engineer and Surveyor
1106 South Loop, Suite 100
Round Rock, TX 78664
Phone (512) 218-1623
Fax (512) 218-1623

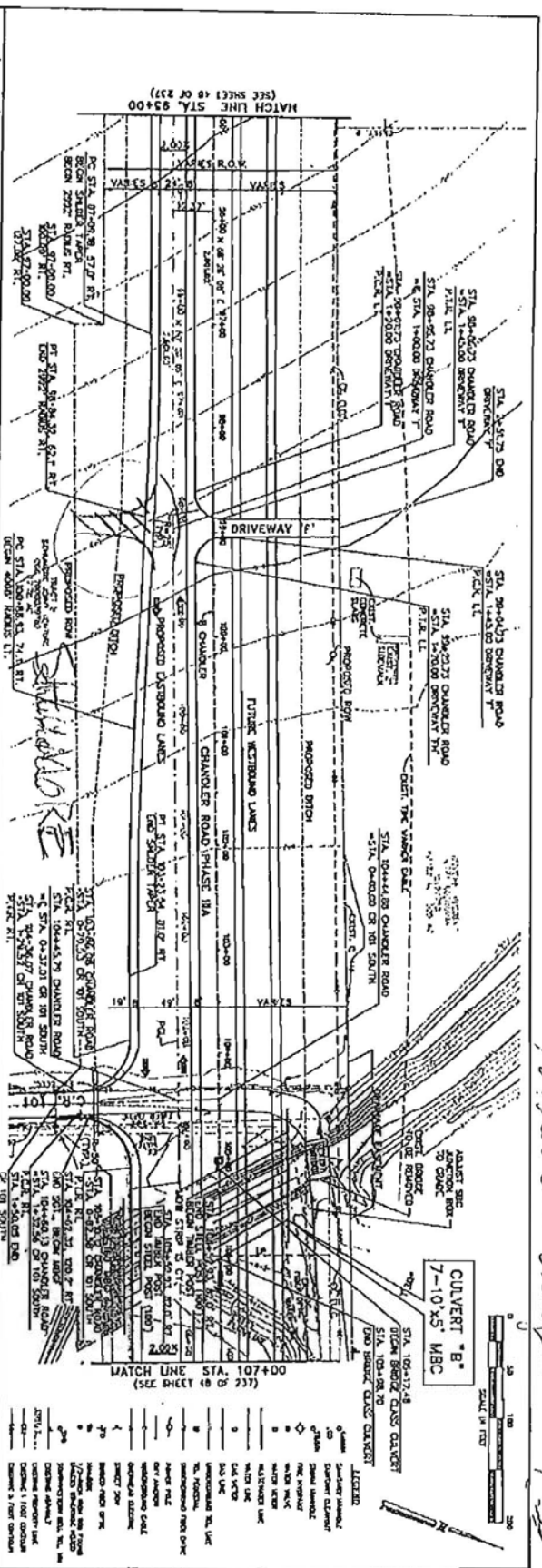
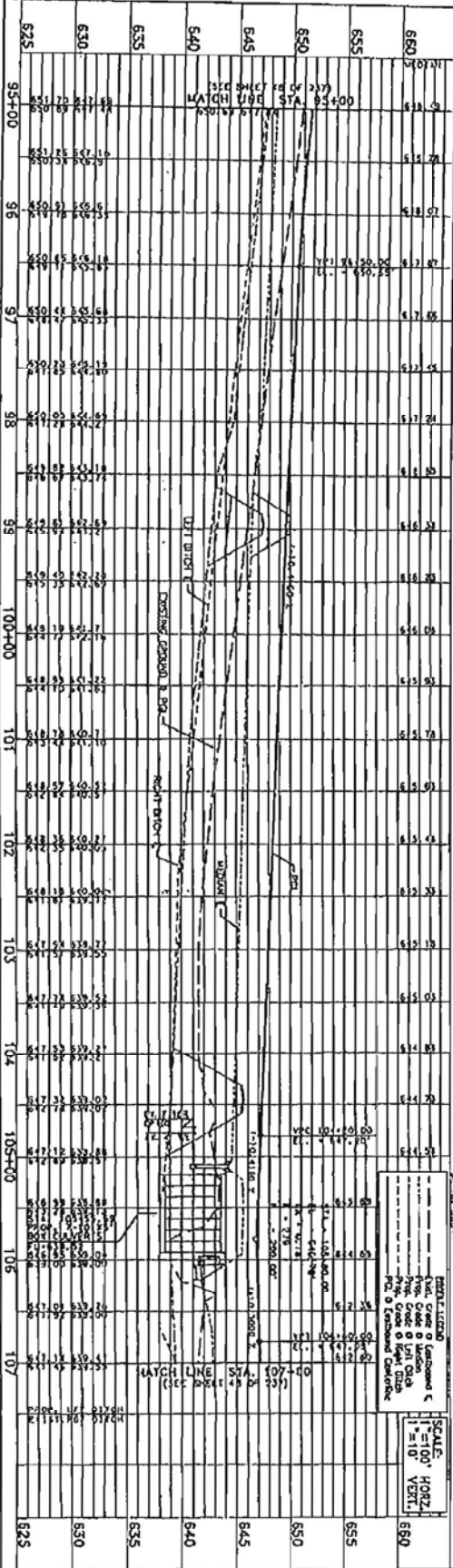
DATE: 07/10/10
SCALE: 1"=100' HORIZ.
1"=10' VERT.

NO.	DATE	BY	CHKD BY	DESCRIPTION
1	07/10/10	SK	SK	ISSUED FOR PERMIT
2				
3				
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6				
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46
SHEET 2 OF 13
237

11/17/2010 11:17:43 AM
 11/17/2010 11:17:43 AM

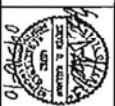
PLAN RECORDING		NOTES	
NO.	DATE	DESCRIPTION	DATE



See also sheet 2

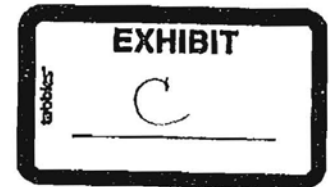
47

CHANDLER ROAD PHASE III-A
 F.M. 1660 TO
 STA. 209+92.50
 WILLIAMSON COUNTY, TEXAS



2010 11/17/2010

SPECIAL WARRANTY DEED
Chandler Road (Phase IIIA) 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 is 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 Chandler Road roadway 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 SHUMORE JOINT VENTURE, a Texas joint venture, 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 Williamson County, Texas 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 8.897 acres of land, more or less, situated in the John Thomas Survey, Abstract No. 610, Williamson County, Texas; being more fully 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.

Grantor reserves 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 Williamson County 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 Chandler Road, 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 Williamson County, 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 Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under 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 _____, 2011.

GRANTOR:

Shumore Joint Venture,
a Texas joint venture

By: _____
Robert K. Schultz

By: _____
Ronald E. Morrison

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Robert K. Schultz, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Ronald E. Morrison, 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

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: