

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 WALLACE SEGGERN (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 7.504 acre tract of land, more or less, located in the Silas Palmer Survey, Abstract No. 499, and the James Eaves Survey, Abstract No. 213 in Williamson County, Texas, being out of a called 482.58 acres conveyed in a Warranty Deed from H.A. Bennett, et al., to Wallace Seggern, dated December 19, 1978 and recorded in Volume 742, Page 295, of the Deed Records of Williamson County, Texas, the same being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 18)

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 any damages or cost to cure the remaining property of Seller, shall be the sum of NINETY THOUSAND AND FORTY EIGHT and 00/100 Dollars (\$90,048.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct driveway connections between the edge of the proposed Chandler Road improvements to be constructed on the Property and the remaining property of Seller in the locations and according to the notes and specifications as shown on Exhibit "B" incorporated herein and attached hereto, or at other locations agreed to between Seller and Purchaser prior to completion of construction of the roadway improvements. Any such locations must otherwise comply with the development rules of Williamson County, or other applicable jurisdiction governing driveway installation, at the time of construction.

Payment of Purchase Price

2.03. 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;

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

PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT AND IN THE DEED TO BE DELIVERED AT CLOSING. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN BY SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT. PURCHASER HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before the 45th day from the effective date of this Contract, 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 at Purchaser's expense;
 - (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. If Purchaser terminates this Contract, then Purchaser shall promptly execute a release of the memorandum of this Contract in recordable form at the request of Seller.

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:

Wallace Seggern
Wallace Seggern

Address: 3400 CR 409
TAYLOR, TX. 76574

PURCHASER:

COUNTY OF WILLIAMSON

By: [Signature]
Dan A. Gattis, County Judge
Date: 8-25-11

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

June 1, 2005

TRACT EIGHTEEN - 7.504 ACRES

These notes describe that certain tract of land located in **SILAS PALMER SURVEY, ABSTRACT NO. 499** and **JAMES EAVES SURVEY, ABSTRACT NO. 213**, in Williamson County, Texas; subject tract being part of and out of a called "482.58 Acres" conveyed in an Warranty Deed from H. A. Bennett, et al, to Wallace Seggern, dated 12-19-78 and recorded in Volume 742, Page 295, of the Deed Records of Williamson County, Texas, (DRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 1, 2005; subject tract being more fully described as follows:

COMMENCING at a 1/4" Iron Rod found (N: 10196796.2080, E: 3189371.4940), being the Northwest corner of a called "71 Acres" conveyed in a Warranty Deed with Vendor's Lien from J. A. Wolbrueck, et ux, to Julius A. Wolbrueck, Jr., et ux, dated 12-13-77 and recorded in Volume 694, Page 24, (DRWC); same being in the South line of a called "192.156 Acres" conveyed in a Warranty Deed with Vendor's Lien from J. A. Wolbrueck, et ux, to Julius A. Wolbrueck, Jr., et ux, dated 12-13-77 and recorded in Volume 694, Page 24, (DRWC); **THENCE** North 68°33'36" East, with a line for the common line of said "71 Acres" and said "192.156 Acres", a distance of 1921.34 feet, to a Calculated Corner, being the Northeast corner of said "71 Acres", same being the Southeast corner of said "192.156 Acres", same being in the West line of said "482.58 Acres", same being an exterior corner of subject tract, same being the **POINT OF BEGINNING**;

THENCE South 21°26'24" East, with a line for the common line of said "71 Acres" and said "482.58 Acres", a distance of 29.98 feet, to a Calculated Corner, being in the West line of said "482.58 Acres", same being in the East line of said "71 Acres", same being the Southwest corner of subject tract;

THENCE with a curve to the right, having the following characteristics:

Chord Bearing	North 84°44'03" East
Chord Distance	1629.77 feet
Delta	19°08'45"
Radius	4900.00 feet
Arc Length	1637.38 feet, to a Calculated Corner, being in the East

line of said "482.58 Acres", same being in the West line of a called "100 Acres" conveyed in a Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, of the Official Public Records of Williamson County, Texas, (OPRWC); same being the Southeast corner of subject tract;

THENCE North 21°26'24" West, with a line for the common line of said "482.58 Acres" and said "100 Acres", a distance of 221.04 feet, to a Calculated Corner, being in the East line of said "482.58 Acres", same being in the West line of said "100 Acres", same being the Northeast corner of subject tract;

THENCE with a curve to the left, having the following characteristics:

Chord Bearing	South 84°03'53" West
Chord Distance	1624.38 feet
Delta	18°19'37"
Radius	5100.00 feet
Arc Length	1631.32 feet, to a Calculated Corner, being in the West

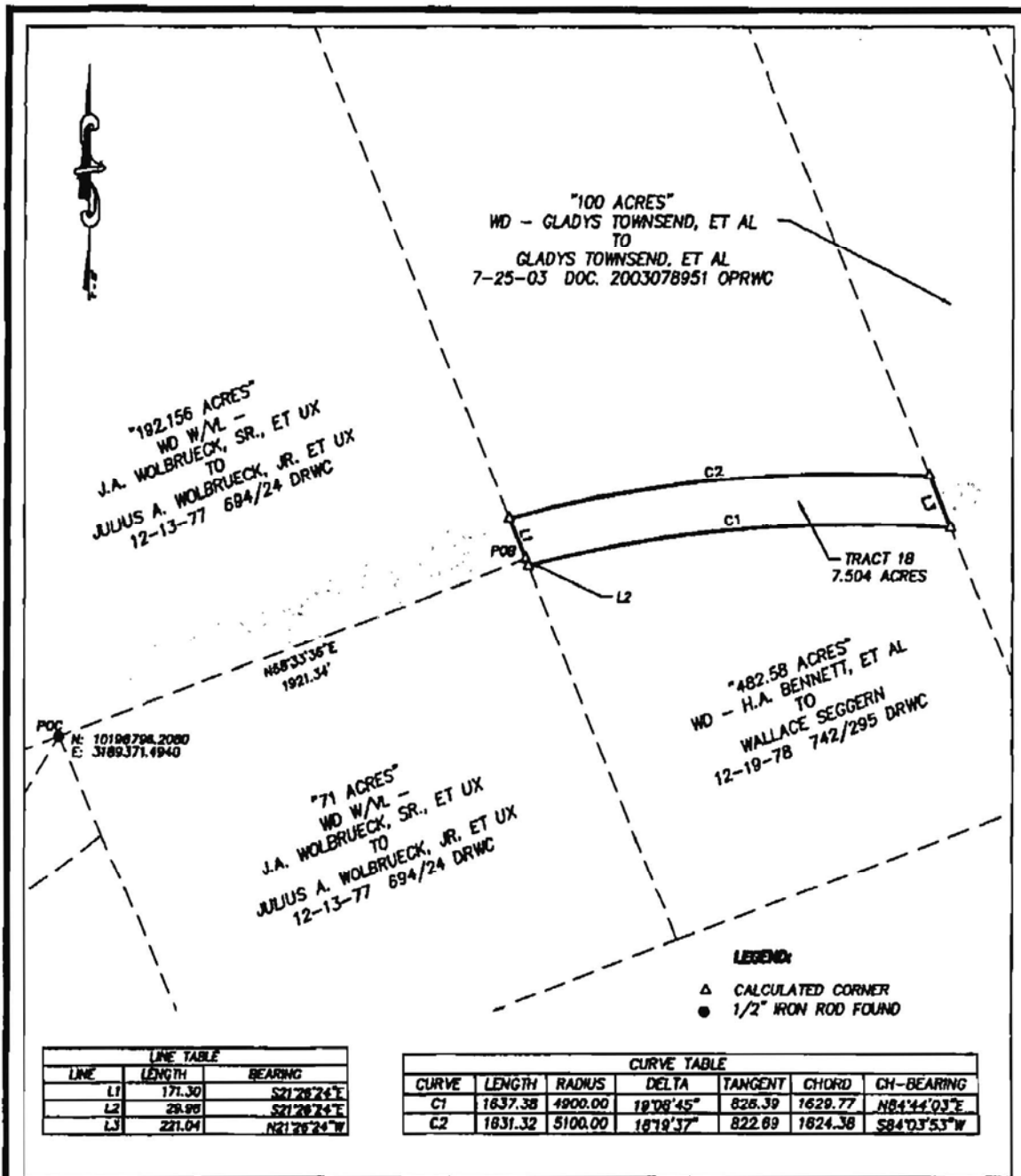
line of said "482.58 Acres", same being in the East line of said "192.156 Acres", same being the Northwest corner of subject tract;

THENCE South 21°26'24" East, with a line for the common line of said "192.156 Acres" and said "482.58 Acres", a distance of 171.30 feet, to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of 7.504 Acres.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249





NOTES:

1.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2.) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, NAD 83 (03). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.

3.) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRUCE L. BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249, STATE OF TEXAS

01-25-07
DATE



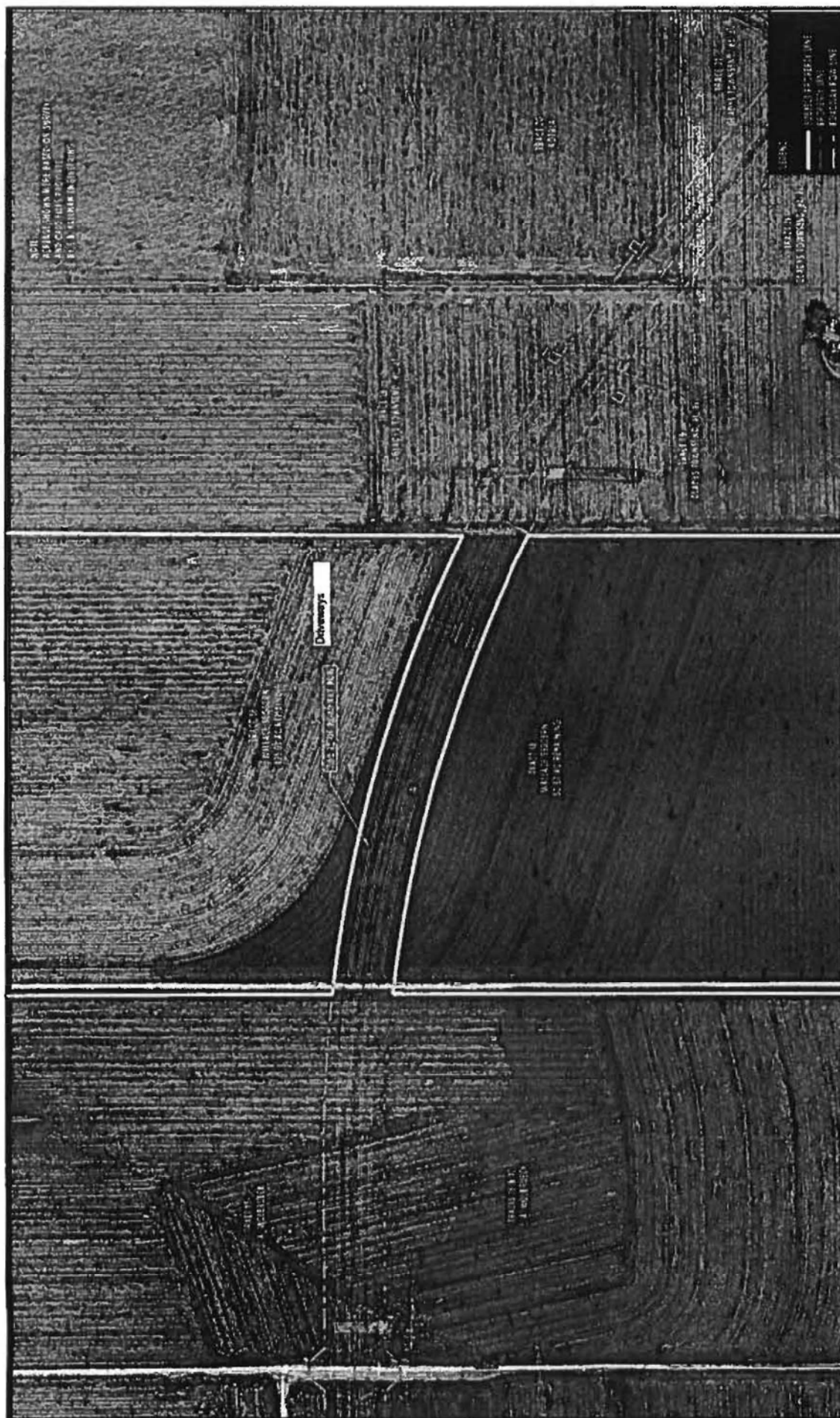
PAGE 1 OF 1
REFERENCE FIELD NOTE NO. 1



BRYAN TECHNICAL SERVICES, INC.
P. O. BOX 1371
TAYLOR, TEXAS 76774
512-365-2524
512-365-2526 (Fax)
surveying@bustins.com

RIGHT-OF-WAY DRAWING
SHOWING THE PROPERTY OF:

WALLACE SEGGERN



CHANDLER ROAD 3A - PARCEL 18 EXHIBIT

JANUARY 24, 2011

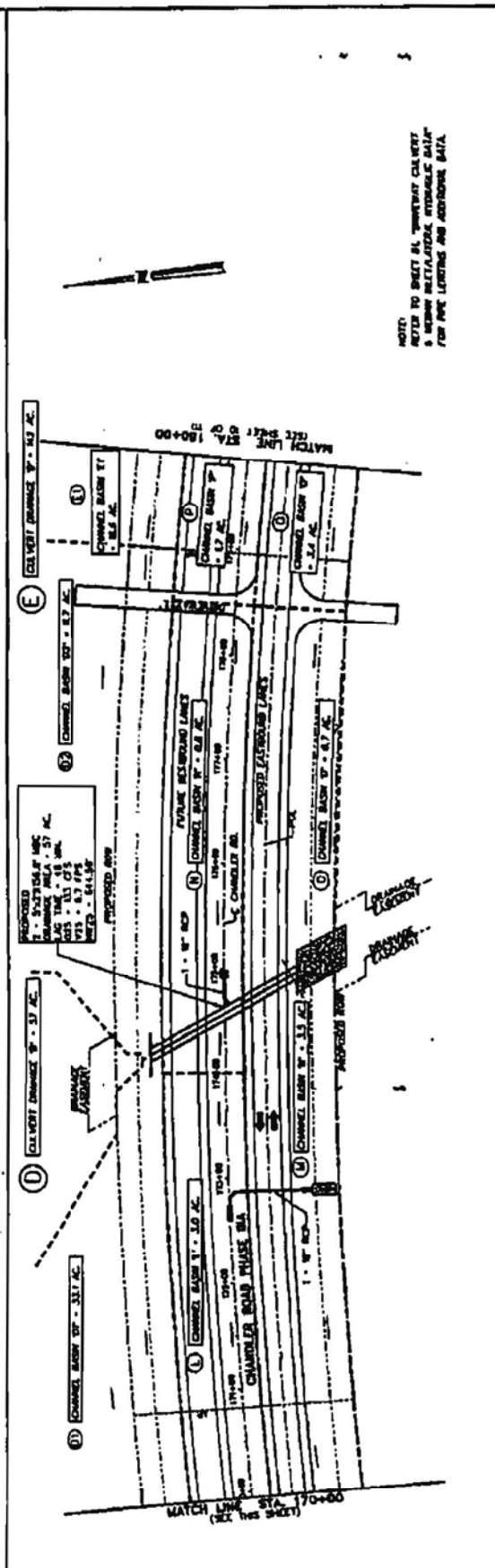
HNTB
2001 FIVE HILL BLVD., SUITE 400

ENDING
THE FLOOD. NO. 400



WILLIAMSON COUNTY

[illegible]



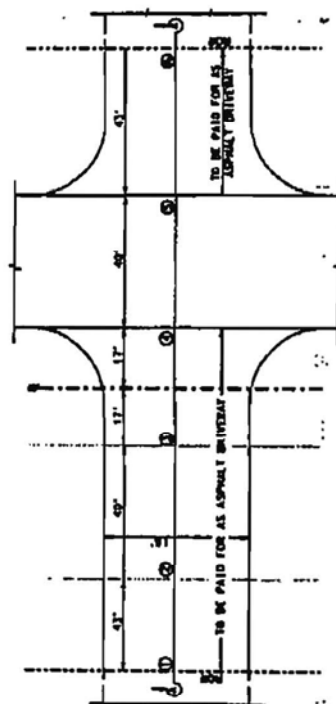
NOTE:
REFER TO SHEET 81, "HIGHWAY CLIENTS"
& SECTION MULTILATERAL ATTENDABLE DATA
FOR MORE LISTINGS AND ADDITIONAL DATA.

PLAN NUMBER		SHEET NO.		SHEET TOTAL	
NO.	DATE	NO.	DATE	NO.	DATE
1	10/1/88	1	10/1/88	1	10/1/88
2	10/1/88	2	10/1/88	2	10/1/88
3	10/1/88	3	10/1/88	3	10/1/88
4	10/1/88	4	10/1/88	4	10/1/88
5	10/1/88	5	10/1/88	5	10/1/88
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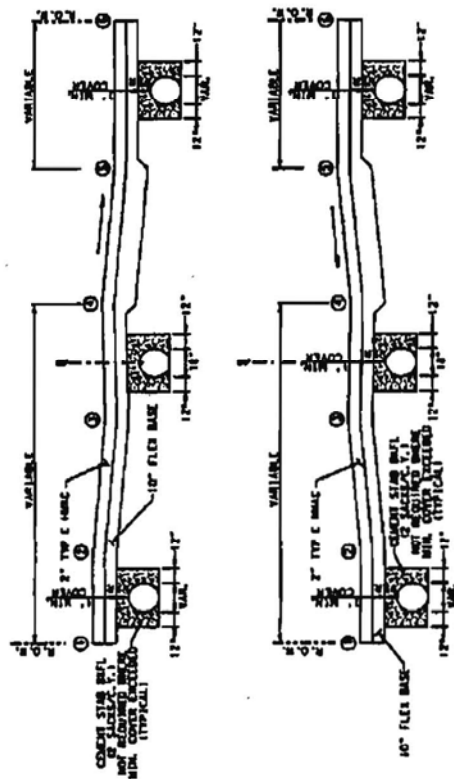
DRIVEWAY SUMMARY TABLE

Dr. Inventory	L1/R1	Container/Line Start/End	Parameters Type	Area (S1)	Off (ft)	Elevation	Off (ft)	Elevation	Off (ft)	Elevation	Off (ft)	Elevation	Off (ft)	Elevation	Off (ft)	Elevation
Dr. Inventory A	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory B	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory C	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory D	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory E	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory F	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory G	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory H	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory I	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory J	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory K	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory L	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory M	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory N	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory O	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory P	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory Q	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory R	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory S	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory T	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory U	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory V	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory W	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory X	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory Y	RT	27-75.43	ASPHALT	264	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-
Dr. Inventory Z	RT	27-75.43	ASPHALT	116	100	832.24	53	833.99	17	834.97	-	-	-	-	-	-

CONSTITUTION [ASSIGNMENT] 04/01/2020



TO BE PAID FOR AS



SECTION A-A
DRIVEWAY DETAIL

S. D. KALLMAN, L.P.
Manufacturers and Custom Installers of
Vinyl Film Replication No. 1-558
1808 South Maple, Suite 102
Inwood Rock, TX 75064
Phone (214) 258-1404
Fax (214) 258-1448

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

DRIVEWAY DETAILS

65

257

**SPECIAL WARRANTY DEED
Chandler Road(Phase IIIA)--Right of Way**

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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§
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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 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 WALLACE SEGGERN, 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 7.504 acre tract of land, more or less, located in the Silas Palmer Survey, Abstract No. 499, and the James Eaves Survey, Abstract No. 213 in Williamson County, Texas, being out of a called 482.58 acres conveyed in a Warranty Deed from H.A. Bennett, et al., to Wallace Seggern, dated December 19, 1978 and recorded in Volume 742, Page 295, of the Deed Records of Williamson County, Texas, the same being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 18)

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.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATION, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT AND IN THE DEED TO BE DELIVERED AT CLOSING. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN BY GRANTOR, EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.

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:

Wallace Seggern

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2011 by Wallace Seggern, 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:

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

June 1, 2005

TRACT EIGHTEEN - 7.504 ACRES

These notes describe that certain tract of land located in **SILAS PALMER SURVEY, ABSTRACT NO. 499** and **JAMES EAVES SURVEY, ABSTRACT NO. 213**, in Williamson County, Texas; subject tract being part of and out of a called "482.58 Acres" conveyed in an Warranty Deed from H. A. Bennett, et al, to Wallace Seggern, dated 12-19-78 and recorded in Volume 742, Page 295, of the Deed Records of Williamson County, Texas, (DRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 1, 2005; subject tract being more fully described as follows:

COMMENCING at a 1/2" Iron Rod found (N: 10196796.2080, E: 3189371.4940), being the Northwest corner of a called "71 Acres" conveyed in a Warranty Deed with Vendor's Lien from J. A. Wolbrueck, et ux, to Julius A. Wolbrueck, Jr., et ux, dated 12-13-77 and recorded in Volume 694, Page 24, (DRWC); same being in the South line of a called "192.156 Acres" conveyed in a Warranty Deed with Vendor's Lien from J. A. Wolbrueck, et ux, to Julius A. Wolbrueck, Jr., et ux, dated 12-13-77 and recorded in Volume 694, Page 24, (DRWC); **THENCE** North 68°33'36" East, with a line for the common line of said "71 Acres" and said "192.156 Acres", a distance of 1921.34 feet, to a Calculated Corner, being the Northeast corner of said "71 Acres", same being the Southeast corner of said "192.156 Acres", same being in the West line of said "482.58 Acres", same being an exterior corner of subject tract, same being the **POINT OF BEGINNING**;

THENCE South 21°26'24" East, with a line for the common line of said "71 Acres" and said "482.58 Acres", a distance of 29.98 feet, to a Calculated Corner, being in the West line of said "482.58 Acres", same being in the East line of said "71 Acres", same being the Southwest corner of subject tract;

THENCE with a curve to the right, having the following characteristics:

Chord Bearing	North 84°44'03" East
Chord Distance	1629.77 feet
Delta	19°08'45"
Radius	4900.00 feet
Arc Length	1637.38 feet, to a Calculated Corner, being in the East

line of said "482.58 Acres", same being in the West line of a called "100 Acres" conveyed in a Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, of the Official Public Records of Williamson County, Texas, (OPRWC); same being the Southeast corner of subject tract;

THENCE North 21°26'24" West, with a line for the common line of said "482.58 Acres" and said "100 Acres", a distance of 221.04 feet, to a Calculated Corner, being in the East line of said "482.58 Acres", same being in the West line of said "100 Acres", same being the Northeast corner of subject tract;

THENCE with a curve to the left, having the following characteristics:

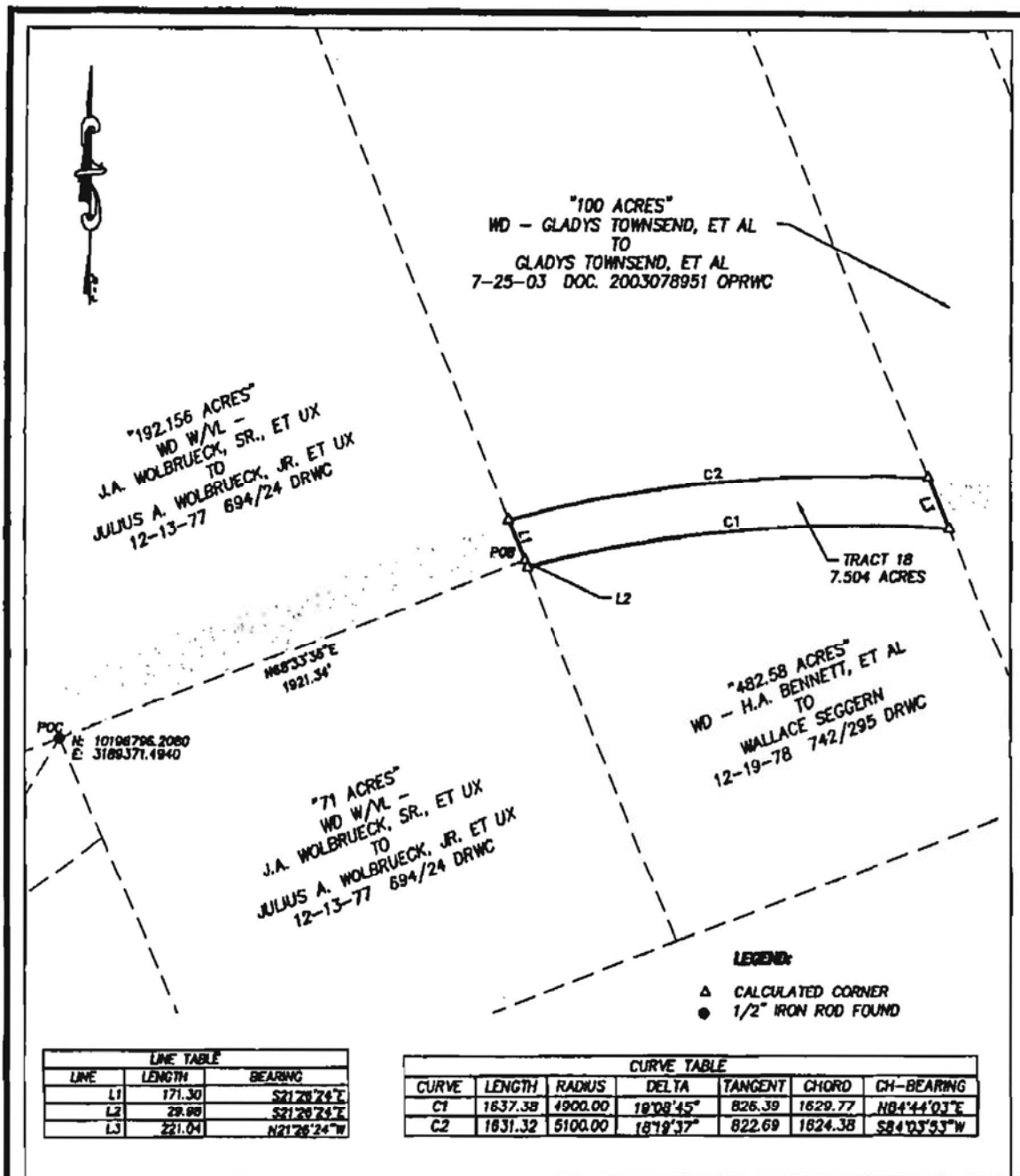
Chord Bearing	South 84°03'53" West
Chord Distance	1624.38 feet
Delta	18°19'37"
Radius	5100.00 feet
Arc Length	1631.32 feet, to a Calculated Corner, being in the West

line of said "482.58 Acres", same being in the East line of said "192.156 Acres", same being the Northwest corner of subject tract;

THENCE South 21°26'24" East, with a line for the common line of said "192.156 Acres" and said "482.58 Acres", a distance of 171.30 feet, to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of 7.504 Acres.


Bruce Lane Bryan Registered Professional Land Surveyor No. 4249





NOTES:

1.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2.) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, NAD 83 (83). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.

3.) THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRUCE L. BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249, STATE OF TEXAS

DATE



PAGE 1 OF 1
REFERENCE FIELD NOTE NO. 1



BRYAN TECHNICAL SERVICES, INC.
P.O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
512-365-2526 (Fax)
surveying@austin.tx.com

RIGHT-OF-WAY DRAWING
SHOWING THE PROPERTY OF:

WALLACE SEGGERN