

**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 CHARLOTTE LYN DAVIS (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 those three certain tracts of land consisting of 0.031 acres and 6.377 acres, more or less, situated in the Silas Palmer Survey, Abstract No. 499, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcels 10 and 14**)

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 interests described in Exhibit "A", and for any improvements or damages or cost to cure the remaining property of Seller, shall be the sum of EIGHTY FIVE THOUSAND and 00/100 Dollars (\$85,000.00).

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 October 15th, 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", 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 "B" 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.

#### 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.

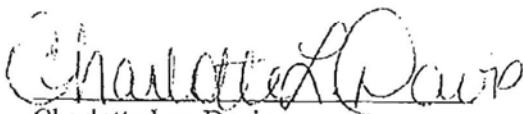
#### Effective Date

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:**

  
Charlotte Lyn Davis

Address: 11020 Lake Whitney Dr.  
Temple, TX 76702

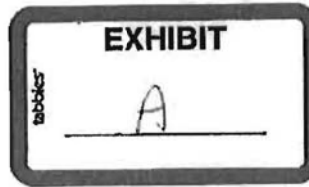
**PURCHASER:**

COUNTY OF WILLIAMSON

By:   
Dan A. Gattis, County Judge  
Date: 07-28-11

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626





CHANDLER ROAD PHASE IIIA  
PARCEL 10 AND PARCEL 14  
RIGHT-OF-WAY

METES AND BOUNDS DESCRIPTION

FOR TWO TRACTS OF LAND SITUATED IN THE SILAS PALMER SURVEY, ABSTRACT NO. 499, WILLIAMSON COUNTY, TEXAS, BOTH TRACTS BEING A PORTION OF A 50-ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LYN DAVIS, CALLED "FIRST TRACT" AS RECORDED IN DOCUMENT NO. 2000014961 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACTS BEING DESIGNATED HEREIN AS PARCEL 10, A 0.031-ACRE TRACT OF LAND, AND PARCEL 14, A 6.377 ACRE TRACT OF LAND, SAID TRACTS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL 10

BEGINNING at a 1/2" iron rod found (not capped) monumenting the southwest corner of said Davis tract, same being on an angle point in the easterly right-of-way line of C.R. 101 (right-of-way width varies), monumenting the southwest corner and POINT OF BEGINNING hereof;

THENCE with the westerly boundary line of said Davis tract, same being said easterly right-of-way line of C.R. 101, N21°22'30"W for a distance of 52.04 feet to a capped 1/2" iron rod set with cap stamped "Diamond Surveying", monumenting the most northerly corner hereof, and from which a 5/8" iron pipe found monumenting the northwest corner of said Davis tract and the southwest corner of a called 30-acre tract of land conveyed to Jerry W. Roznovak and Linda Roznovak as recorded in Document No. 2006083935 of the Official Public Records of Williamson County, Texas, same being on a point in said easterly right-of-way line of C.R. 101, bears N21°22'30"W a distance of 900.81 feet;

THENCE departing said easterly right-of-way line of C.R. 101, through the interior of said Davis tract, S66°21'04"E for a distance of 73.34 feet to a 1/2" iron rod found with cap stamped "RPLS 4249" on the southerly boundary line of said Davis tract, same being on a point in the northerly boundary line of a 38.07-acre tract of land conveyed to Donald P. Frazier as recorded in Document No. 9708358 of the Official Records of Williamson County, Texas, monumenting the southeast corner hereof;

THENCE with the common boundary line of said Davis tract and said Frazier tract, S68°26'58"W for a distance of 51.84 feet to the POINT OF BEGINNING hereof and containing 0.031 acres (1,349 square feet) of land more or less.



PARCEL 14

BEGINNING at a 5/8" iron pipe found monumenting the southeast corner of said Davis tract, same being on the southwest corner of a called 15.00-acre tract 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, same being on the northerly boundary line of Lot 6, Plantation Acres, a subdivision recorded in Cabinet R, Slide 301 of the Plat Records of Williamson County, Texas, monumenting the southeast corner and POINT OF BEGINNING hereof;

THENCE with the common boundary line of said Davis tract and the northerly boundary line of said Plantation Acres, S68°27'49"W for a distance of 1022.65 feet to a 1/2" iron rod found monumenting the northwest corner of said Plantation Acres, same being on the northeast corner of a called 12.794-acre tract conveyed to Terry Gibich and Phyllis B. Gibich as recorded in Document No. 2005061151 of the Official Public Records of Williamson County, Texas, monumenting an angle point in the southerly boundary line hereof;

THENCE with the common boundary line of said Davis tract and said Gibich tract, S68°26'22"W for a distance of 404.29 feet to a 1/2" iron rod found monumenting the northwest corner of said Gibich tract, same being on the northeast corner of a called 38.07-acre tract of land conveyed to Donald P. Frazier as recorded in Document No. 9708358 of the Official Records of Williamson County, Texas, monumenting an angle point in the southerly boundary line hereof;

~~THENCE with the common boundary line of said Davis tract and said Frazier tract,~~ S68°26'58"W for a distance of 502.80 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" monumenting the beginning point of a non-tangent curve to the left and the most westerly corner hereof, and from which a 1/2" iron rod found monumenting the southwest corner of said Davis tract, same being on an angle point in the easterly right-of-way line of C.R. 101 (right-of-way width varies), bears S68°26'58"E a distance of 361.10 feet;

THENCE departing the common boundary line of said Davis tract and said Frazier tract, through the interior of said Davis tract for the following five (5) courses and distances:


- 1) With a curve to the left an arc distance of 265.21 feet, said curve having a radius of 1905.00 feet, a central angle of 7°58'36", and a long chord which bears N60°22'28"E for a distance of 265.00 feet to a 1/2" iron rod set with cap stamped "Diamond Surveying" on the end point of this curve;
- 2) N33°36'50"W for a distance of 5.00 feet to a 1/2" iron rod found with cap stamped "RPLS 4249" monumenting an angle point in the northerly boundary line hereof;

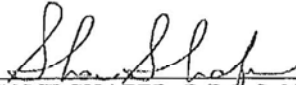
- 3) N56°23'10"E for a distance of 534.55 feet to a 1/2" iron rod found with cap stamped "RPLS 4249" monumenting the beginning of a curve to the right;
- 4) With a curve to the right an arc distance of 442.77 feet, said curve having a radius of 2100.00 feet, a central angle of 12°04'50", and a long chord which bears N62°25'35"E for a distance of 441.91 feet to a 1/2" iron rod found with cap stamped "RPLS 4249" monumenting the end point of this curve;
- 5) N68°28'00"E for a distance of 705.75 feet to a multi-trunk Hackberry tree (18", 12", 12") monumenting the northwest corner hereof, same being on the easterly boundary line of said Davis Tract and the westerly boundary line of said Beran tract, and from which a 1/2" iron rod found with cap stamped "RPLS 1433" monumenting the northeast corner of said Davis tract bears N21°40'07"W a distance of 750.95 feet;

THENCE with the common boundary line of said Davis tract and said Beran tract, S21°40'07"E for a distance of 200.17 feet to the POINT OF BEGINNING hereof and containing 6.377 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

June 29, 2011

DATE



1116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100



# GENERAL NOTES:

- Parcel 10 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.
- 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.
- All documents referenced hereon are recorded at the Williamson County Clerk's office in Georgetown, Texas.

## TITLE COMMITMENT NOTES

- The Surveyor has reviewed Commitment for Title Insurance GF No. 9691-10-1289 issued by Title Resources Guaranty Company, issue date Sept. 30, 2010, with regard to any record easements, right of way or setbacks affecting the subject property.
- 10D.) An easement granted to Lone Star Gas Company, in instrument recorded in Volume 238, Page 191, Does not affect subject tract.
- 10E.) An easement granted to Texas Power & Light Co., in instrument recorded in Volume 308, Page 64, Does affect subject tract as shown on Sheet 1 of 2.
- 10F.) An electric distribution line and telephone line easement granted to Texas Power & Light Co., in instrument recorded in Volume 1033, Page 150, Does affect subject tract as shown on Sheet 1 of 2.
- 10G.) A water line easement granted to Jondh Water Special Utility District, in instrument recorded in Document No. 9665888. Blanket type Easement, affects subject tract.

LINE TABLE		
LINE	LENGTH	BEARING
L1	52.04'	N21°22'30"W
L2	73.34'	S66°21'04"E
L3	51.84'	S68°26'58"W
L4	404.29'	S68°26'22"W
L5	502.80'	S68°26'58"W
L6	5.00'	N33°36'50"W
L7	200.17'	S21°40'07"E
L8	361.10'	S68°26'58"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA ANGLE	CH. BEARING
C1	265.21'	1905.00'	7°58'36"	N60°22'28"E
C2	442.77'	2100.00'	12°04'50"	N62°25'35"E
				CHORD 441.95'

SURVEY OF 0.031 ACRES & 6.377 ACRES OUT OF THE SILAS PALMER SURVEY, ABSTRACT NO. 499 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*

SHANE SHAFER, RPLS NO. 5281

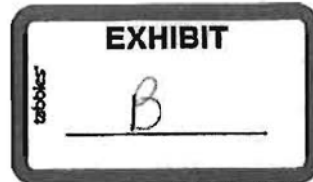
JUNE 29, 2011

DATE:



CHARLOTTE DAVIS  
PARCEL 10 & PARCEL 14  
SHEET 2 OF 2

DIAMOND SURVEYING, INC.  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100



**SPECIAL WARRANTY DEED**  
Chandler Road (Phase IIIA) 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 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 CHARLOTTE LYN DAVIS, 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 those three certain tracts of land consisting of 0.031 acres and 6.377 acres, more or less, situated in the Silas Palmer Survey, Abstract No. 499, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcels 10 and 14)

**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:**

\_\_\_\_\_  
Charlotte Lyn Davis



**ACKNOWLEDGMENT**

STATE OF TEXAS

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§  
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COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by Charlotte Lyn Davis, 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