

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 46

THIS REAL ESTATE CONTRACT ("Contract") is made by DON P. FRAZIER and JILL D. FRAZIER (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (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 3.244 acre (141,307 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 46**); and

All of that certain 2.048 acre (89,230 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 46R Part 1**); and

All of that certain 1.156 acre (50,364 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 46R Part 2**);

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 situated on and attached to the Property described in Exhibits "A-C" not otherwise agreed herein to be retained by Seller, 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", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of SIXTY-SIX THOUSAND ONE HUNDRED FIFTY and 00/100 Dollars (\$66,150.00).

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 current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as 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 Independence Title Company on or before June 31st, 2017, 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A-C", 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 "D" 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 Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and 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".
- (d) 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 Williamson County, Texas which date is indicated beneath the County 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 or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:


Don P. Frazier

Date: 05/25/17

Address: 201 Bluffview Drive
Wimberley, Tx 78676


Jill D. Frazier

Date: 5/25/17

Address: 201 Bluffview Drive
Wimberley, Tx 78676

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

Date: 06-07-2017

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

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 46

PROPERTY DESCRIPTION FOR
PARCEL 46

DESCRIPTION OF A 3.244 ACRE (141,307 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EASTERLY REMAINDER OF THAT CALLED 38.07 ACRE TRACT OF LAND CONVEYED TO FRAZIER FAMILY INVESTMENTS, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007050851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.244 ACRE (141,307 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" found in the existing easterly boundary line of that called 1.158 acre tract, conveyed to Williamson County by instrument recorded in Document No. 2004069496 of the Official Public Records of Williamson County, Texas, same being the westerly boundary line of said remainder of the 38.07 acre tract, being a point of curvature to the left;

Thence, with said common boundary line, along said curve to the left having a delta angle of $01^{\circ}45'54''$, a radius of 630.00 feet, an arc length of 19.41 feet, and a chord which bears $N 12^{\circ}09'57'' E$ for a distance of 19.41 feet at an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed County Road (C.R.) 101 baseline station 199+48.73, having grid coordinates of $N = 10,194,192.10$, $E = 3,186,384.34$, in the proposed westerly Right-of-Way (ROW) line of C.R. 101 (variable width ROW), for the POINT OF BEGINNING of the herein described tract;

1. THENCE, continuing with said common boundary line, along a curve to the left, having a delta angle of $12^{\circ}58'56''$, a radius of 630.00 feet, an arc length of 142.75 feet, and a chord which bears $N 04^{\circ}47'32'' E$ for a distance of 142.44 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 1.09 feet right of proposed C.R. 101 baseline station 200+78.01, being the intersection of the existing southerly ROW line of Chandler Road (variable width ROW), and the existing easterly boundary line of that called 1.158 acre tract, same being the northwesterly corner of said remainder of the 38.07 acre tract, for the northwesterly corner of the herein described tract;
2. THENCE, departing said 1.158 acre tract, with said existing southerly ROW line of Chandler Road, same being the northerly boundary line of said remainder of the 38.07 acre tract, $N 68^{\circ}28'03'' E$ a distance of 113.92 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 115.00 feet right of proposed C.R. 101 baseline station 200+79.71, in the proposed easterly ROW line of said C.R. 101, for the northeasterly corner of the herein described tract;

THENCE, departing said existing southerly ROW line of Chandler Road, through the interior of said easterly remainder of the 38.07 acre tract, with said proposed easterly ROW line the following two (2) courses:

3. $S 20^{\circ}40'25'' E$ for a distance of 103.03 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 115.00 feet right of proposed C.R. 101 baseline station 199+76.68, for a point of curvature to the right;
4. along said curve to the right, having a delta angle of $15^{\circ}52'35''$, a radius of 2615.00 feet, an arc length of 724.60 feet, and a chord which bears $S 12^{\circ}44'08'' E$ for a distance of 722.28 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 115.00 feet right of proposed C.R. 101 baseline station 192+83.95, being in the southerly boundary line of said easterly remainder of 38.07 acre tract, same being the northerly boundary line of the remainder of that called 10.00 acre tract of land conveyed to Michael T. Marx by instrument recorded in Volume 2416, Page 415 of the Official Records of Williamson County, Texas and Document No. 2007056988 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

5. THENCE, with the common boundary line of said easterly remainder of 38.07 acre tract and the northerly boundary line of said remainder of 10.00 acre tract, and in part said proposed easterly ROW line, S 66°26'18" W, at a distance of 58.16 feet pass an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 192+65.68, departing said proposed ROW line and continuing for a total distance of 185.60 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet left of proposed C.R. 101 baseline station 192+22.77, in the proposed westerly ROW line of said C.R. 101, for the southwesterly corner of the herein described tract, and from which an iron rod found with plastic surveyors cap stamped "WILLIAMSON COUNTY", being the southeasterly corner of said 1.158 acre tract, bears along said common boundary line, S 66°26'18" W at a distance of 104.63 feet;
6. THENCE, departing said remainder of 10.00 acre tract, through the interior of said easterly remainder of 38.07 acre tract, with said proposed westerly ROW line, along a curve to the left, having a delta angle of 16°38'16", a radius of 2440.00 feet, an arc length of 708.54 feet, and a chord which bears N 11°42'51" W for a distance of 706.05 feet to the POINT OF BEGINNING, containing 3.244 acres (141,307 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

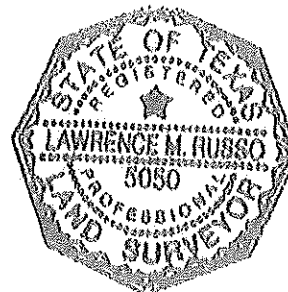
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.



Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

04/20/2016

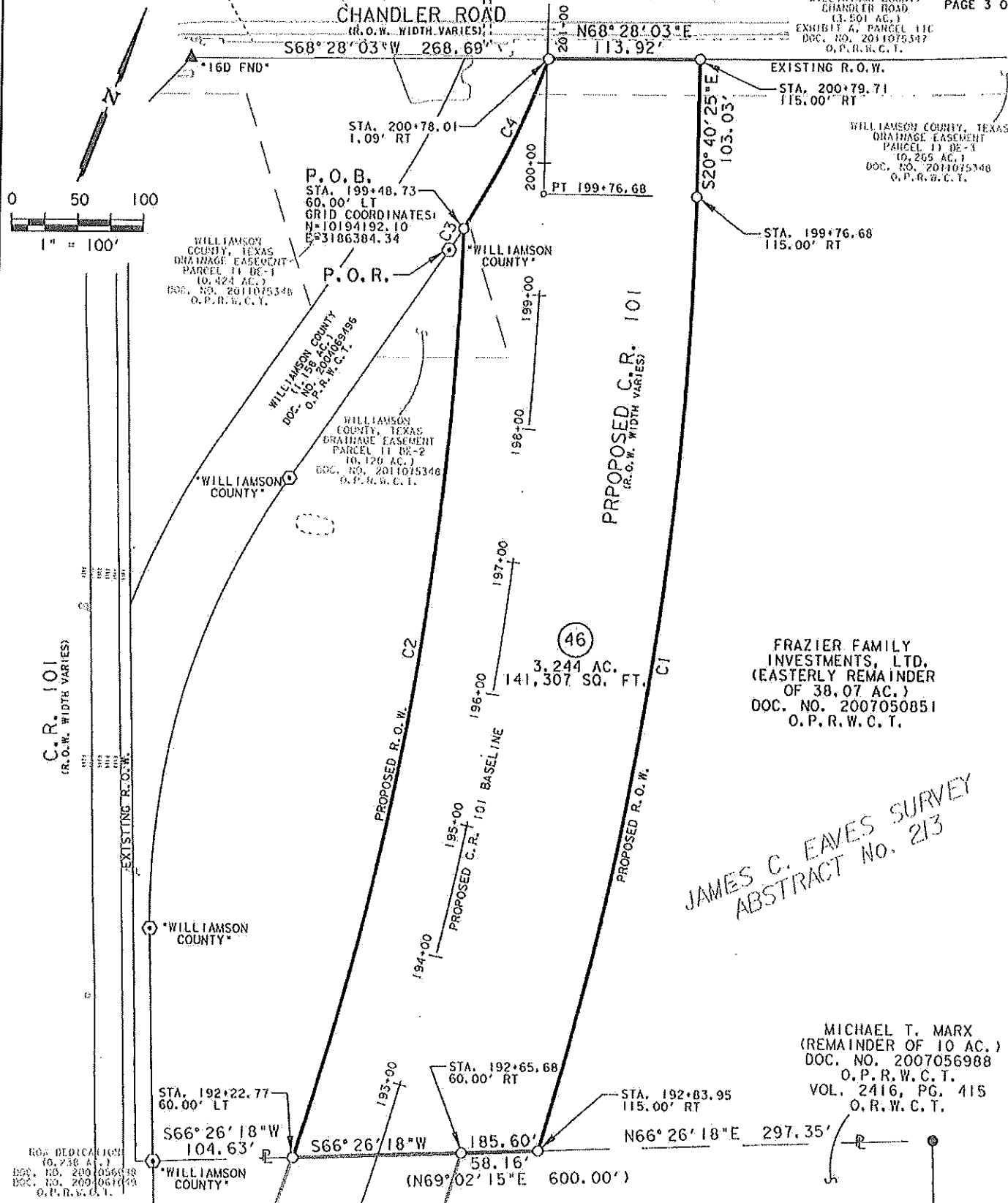
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

WILLIAMSON COUNTY
CHANDLER ROAD
(3.501 AC.)
EXHIBIT A, PARCEL 11C
DOC. NO. 2011075347
O.P.R.W.C.T.

04/19/16
PAGE 3 OF 4



FRAZIER FAMILY
INVESTMENTS, LTD.
(EASTERLY REMAINDER
OF 38.07 AC.)
DOC. NO. 2007050851
O.P.R.W.C.T.

JAMES C. EAVES SURVEY
ABSTRACT No. 213

MICHAEL T. MARX
(REMAINDER OF 10 AC.)
DOC. NO. 2007056988
O.P.R.W.C.T.
VOL. 2416, PG. 415
O.R.W.C.T.

ROW DEDICATION
(0.236 AC.)
DOC. NO. 2007056988
DOC. NO. 2007061020
O.P.R.W.C.T.

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
**FRAZIER FAMILY
INVESTMENTS, LTD.**

PARCEL 46

SCALE 1" = 100'	PROJECT CR 101	COUNTY WILLIAMSON
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LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

* FENCE CORNER POST FOUND	£ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	ℙ PROPERTY LINE
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
⊙ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	≡ DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

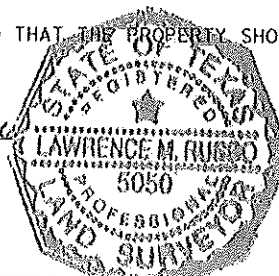
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	15° 52' 35"	2615.00'	724.60'	722.28'	S12° 44' 08"E
C2	16° 38' 16"	2440.00'	708.54'	706.05'	N11° 42' 51"W
C3	01° 45' 54"	630.00'	19.41'	19.41'	N12° 09' 57"E
C4	12° 58' 56"	630.00'	142.75'	142.44'	N04° 47' 32"E

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

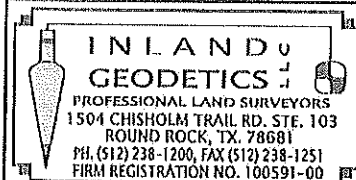
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 04/20/2016
 LAWRENCE M. RUSSO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	3.244	141,307
CALC/DEED AREA	32.165	1,401,107
REMAINDER AREA	28.921	1,259,800



PARCEL PLAT SHOWING PROPERTY OF
**FRAZIER FAMILY
 INVESTMENTS, LTD.**

SCALE
 1" = 100'

PROJECT
 CR 101

COUNTY
 WILLIAMSON

PARCEL 46

EXHIBIT B

County: Williamson
Highway: C.R. 101
Parcel: 46, Remainder Part 1

PROPERTY DESCRIPTION FOR
PARCEL 46, REMAINDER PART 1

DESCRIPTION OF A 2.048 ACRE (89,230 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EASTERLY REMAINDER OF THAT CALLED 38.07 ACRE TRACT OF LAND CONVEYED TO FRAZIER FAMILY INVESTMENTS, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007050851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.048 ACRE (89,230 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet left of proposed County Road (C.R.) 101 baseline station 199+50.72, having grid coordinates of N =10,194,192.38, E =3,186,384.40, being in the existing easterly boundary line of that called 1.158 acre tract of land conveyed to Williamson County by instrument recorded in Document No. 2004069496 of the Official Public Records of Williamson County, Texas, same being the westerly boundary line of said easterly remainder of the 38.07 acre tract, for the POINT OF BEGINNING of the herein described tract;

THENCE, departing said 1.158 acre tract, with the proposed westerly right-of-way (ROW) line of Proposed C.R. 101 (variable width right-of-way), through the interior of said easterly remainder of the 38.07 acre tract, the following three (3) courses:

1. S 20°40'25" E for a distance of 132.64 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet left of proposed C.R. 101 baseline station 198+18.08, for point of curvature to the right;
2. along said curve to the right, having a delta angle of 16°44'17", a radius of 1122.00 feet, an arc length of 327.77 feet, and a chord which bears S 12°18'17" E for a distance of 326.61 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet left of proposed C.R. 101 baseline station 194+72.78, for point of tangency;
3. S 03°56'09" E for a distance of 253.16 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet left of proposed C.R. 101 baseline station 192+19.62, being the northerly boundary line of the remainder of that called 10.00 acre tract of land conveyed to Michael T. Marx by instrument recorded in Volume 2416, Page 415 of the Official Records of Williamson County, Texas and Document No. 2007056988 of the Official Public Records of Williamson County, Texas, same being the southerly boundary line of said easterly remainder of the 38.07 acre tract, for the southeasterly corner of the herein described tract;
4. THENCE, with the common boundary line of said easterly remainder of 38.07 acre tract and said remainder of 10.00 acre tract, S 66°26'18" W for a distance of 94.29 feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, being in the existing easterly ROW line of C.R. 101 (variable width right-of-way), same being the northwesterly corner of said remainder of 10.00 acre tract, also being the southwesterly corner of said easterly remainder of 38.07 acre tract, also being the southeasterly corner of said 1.158 acre tract, for the southwesterly corner of the herein described tract;

THENCE, departing said common boundary line, with the easterly boundary line of said 1.158 acre tract, same being the westerly boundary line of said easterly remainder of 38.07 acre tract, the following four (4) courses:

5. N 22°56'30" W for a distance of 174.66 feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, for point of curvature to the right;

6. along said curve to the right, having a delta angle of $36^{\circ}00'44''$, a radius of 570.00 feet, an arc length of 358.26 feet, and a chord which bears $N 04^{\circ}58'11'' W$ for a distance of 352.40 feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, for a point of tangency;
7. $N 13^{\circ}02'54'' E$ for a distance of 207.63 feet to an iron rod found with plastic cap stamped "WILLIAMSON COUNTY", for a point of curvature to the left,
8. along said curve to the left, having a delta angle of $01^{\circ}47'28''$, a radius of 630.00 feet, an arc length of 19.70 feet, and a chord which bears $N 12^{\circ}09'10'' E$ for a distance of 19.69 feet to the POINT OF BEGINNING, containing 2.048 acres (89,230 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo

Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

10/21/2016
Date

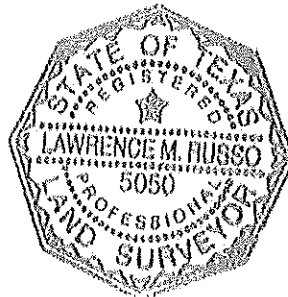
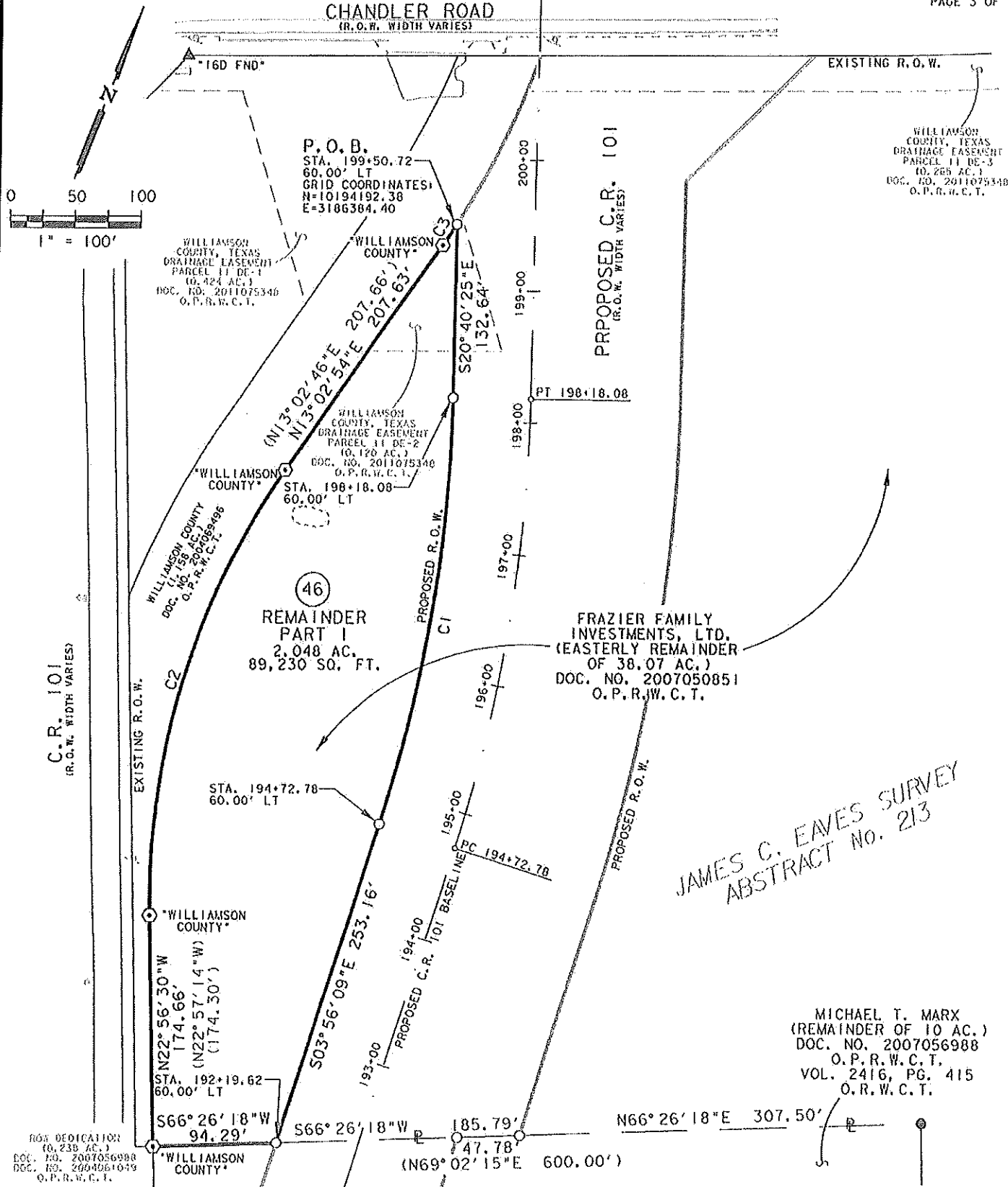


EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION CHANDLER ROAD (R.O.W. WIDTH VARIES)

10/17/16
PAGE 3 OF 4



JAMES C. EAVES SURVEY
ABSTRACT No. 213

BOX DEDICATION
(0.238 AC.)
DOC. NO. 2007056988
DOC. NO. 2004061049
O.P.R.W.C.T.

INLAND U
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1208, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
FRAZIER FAMILY INVESTMENTS, LTD.

SCALE
1" = 100'

PROJECT
CR 101

COUNTY
WILLIAMSON

**PARCEL 46
REMAINDER
PART I**

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

* FENCE CORNER POST FOUND	℄ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	℄ PROPERTY LINE
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
⊙ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
Δ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1622986-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 28, 2016, ISSUE DATE AUGUST 8, 2016.

10E. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 698, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9652478, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

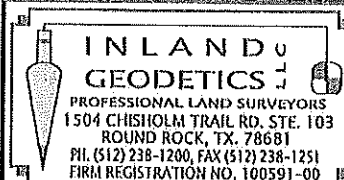
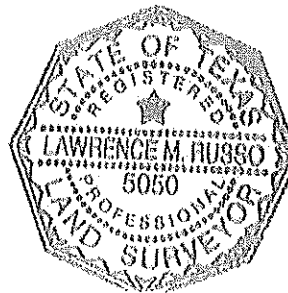
G. DRAINAGE EASEMENT TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 2011075348, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE ORDINANCE 2010-45, RECORDED IN DOCUMENT NO. 2010083176 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	16° 44' 17"	1122.00'	327.77'	326.61'	S12° 18' 17"E
C2	36° 00' 44"	570.00'	358.26'	352.40'	N04° 56' 11"W
(C2)	(36° 00' 00")	(570.00')	(358.14')	(352.28')	(N04° 57' 14"W)
C3	01° 47' 28"	630.00'	19.70'	19.69'	N12° 09' 10"E

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 DIRECT SUPERVISION.

Lawrence M. Russo 10/21/2016
 LAWRENCE M. RUSSO
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF
**FRAZIER FAMILY
 INVESTMENTS, LTD.**

SCALE
 1" = 100'

PROJECT
 CR 101

COUNTY
 WILLIAMSON

**PARCEL 46
 REMAINDER
 PART I**

EXHIBIT C

County: Williamson
Highway: C.R. 101
Parcel: 46, Remainder Part 2

PROPERTY DESCRIPTION FOR
PARCEL 46, REMAINDER PART 2

DESCRIPTION OF A 1.156 ACRE (50,364 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE WESTERLY REMAINDER OF THAT CALLED 38.07 ACRE TRACT OF LAND CONVEYED TO FRAZIER FAMILY INVESTMENTS, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007050851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.156 ACRE (50,364 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, being in the existing easterly right-of-way (ROW) line of C.R. 101, having grid coordinates of N =10,193,839.23, E =3,186,258.64, same being a point of non-tangency in the westerly boundary line of that called 1.158 acre tract of land conveyed to Williamson County by instrument recorded in Document No. 2004069496 of the Official Public Records of Williamson County, Texas, also being the southerly corner of said westerly remainder of the 38.07 acre tract, for the POINT OF BEGINNING of the herein described tract;

THENCE, departing said 1.158 acre tract, with the easterly ROW line of said C.R. 101, same being the westerly boundary line of said westerly remainder of the 38.07 acre tract, the following two (2) courses:

1. N 22°47'45" W for a distance of 359.96 feet to a calculated angle point;
2. N 22°51'47" E for a distance of 69.88 feet to a 16D Nail found, being the intersection of said C.R. 101 and the southerly ROW line of Chandler Road (variable width right-of-way), same being the northwesterly corner of said westerly remainder of the 38.07 acre tract;
3. THENCE, with the southerly ROW line of said Chandler Road, same being the northerly boundary line of said westerly remainder of the 38.07 acre tract, N 68°28'03" E for a distance of 204.47 feet to a calculated point, being the northwesterly corner of said 1.158 acre tract, for the northeasterly corner of the herein described tract;

THENCE, departing said southerly ROW line, with the westerly boundary line of said 1.158 acre tract, same being the easterly boundary line of said westerly remainder of the 38.07 acre tract, the following three (3) courses:

4. along a curve to the right, having a delta angle of 12°33'23", a radius of 570.00 feet, an arc length of 124.92 feet, and a chord which bears S 06°46'13" W for a distance of 124.67 feet to a calculated point of tangency;
5. S 13°02'54" W for a distance of 207.60 feet to a calculated point of curvature to the left;
6. along said curve to the left, having a delta angle of 13°19'21", a radius of 630.00 feet, an arc length of 146.49 feet, and a chord which bears S 06°24'31" W for a distance of 146.16 feet to the POINT OF BEGINNING, containing 1.156 acres (50,364 square feet) of land, more or less.

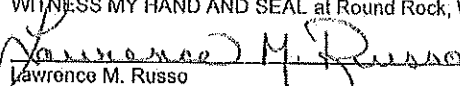
This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

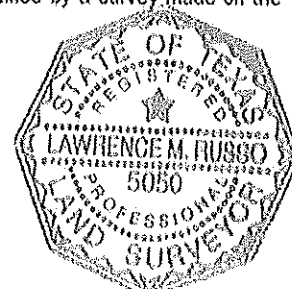
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

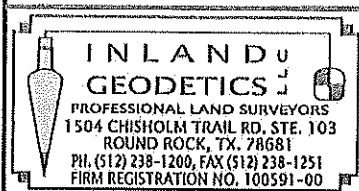
That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, L.L.C.
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

10/21/2016
Date





PARCEL 46
REMAINDER
PART 2

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

* FENCE CORNER POST FOUND	℄ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	℄ PROPERTY LINE
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
⊙ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
○ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "WILCO-ROW-5050" SET	WILLIAMSON COUNTY, TEXAS
(UNLESS NOTED OTHERWISE)	O.R.W.C.T. OFFICIAL RECORDS
	WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS
	WILLIAMSON COUNTY, TEXAS

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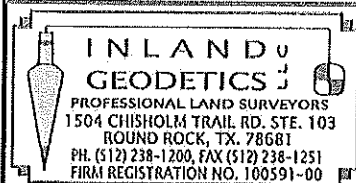
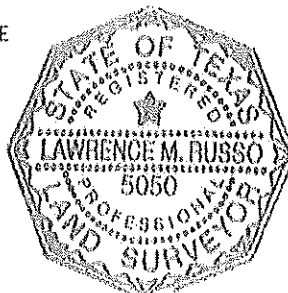
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(C2)	(13° 22' 38")	(630.00')	(147.09')	(146.75')	(S06° 21' 27"W)

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 DIRECT SUPERVISION.

Lawrence M. Russo 10/21/2016
 LAWRENCE M. RUSSO
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
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PARCEL PLAT SHOWING PROPERTY OF
**FRAZIER FAMILY
 INVESTMENTS, LTD.**

SCALE
 1" = 100'

PROJECT
 CR 101

COUNTY
 WILLIAMSON

**PARCEL 46
 REMAINDER
 PART 2**

EXHIBIT "D"

Parcel 46

DEED

County Road 101 Road 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 IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That GARY G. BERAN and BERTHA M. BERAN, 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, the 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 that certain tract or parcel 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 3.244 acre (141,307 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 46); and

All of that certain 2.048 acre (89,230 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 46R Part 1); and

All of that certain 1.156 acre (50,364 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (Parcel 46R Part 2)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibits "A-C" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives 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 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, Texas 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 CR 101.

TO HAVE AND TO HOLD the property 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 Grantor does hereby bind itself, its 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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 25 day of May 2017.

[signature page follows]

GRANTOR:

Don P. Frazier
Don P. Frazier

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Hays

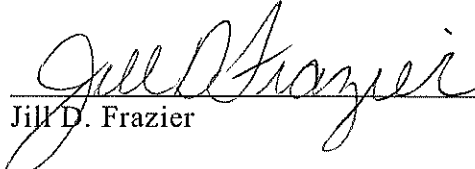
§
§
§

This instrument was acknowledged before me on this the 25 day of May, 2017 by Don P. Frazier in the capacity and for the purposes and consideration recited therein.



[Signature]
Notary Public, State of Texas

GRANTOR:


Jill D. Frazier

ACKNOWLEDGMENT

STATE OF TEXAS

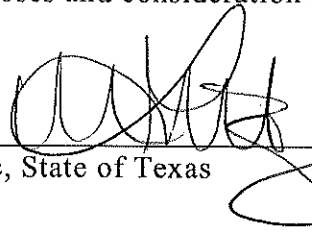
COUNTY OF

Hays

§
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This instrument was acknowledged before me on this the 25 day of May, 2017 by Jill D. Frazier in the capacity and for the purposes and consideration recited therein.




Notary Public, State of Texas

PREPARED IN THE OFFICE OF

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

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: