

REAL ESTATE CONTRACT
North Mays Extension—Parcel 9, 10

THIS REAL ESTATE CONTRACT ("Contract") is made by CHANDLER CREEK PARCEL E&F, L.P., a Texas limited partnership (collectively 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 1.225 acres (53,376 Sq. Ft.) of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**); and

All of that certain 0.264 acres (11,507 Sq. Ft.) of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 10**);

together with all and singular the rights and appurtenances pertaining to the property, but not to the extent any of such rights and appurtenances benefit any other property (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-B" 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 ("Purchase Price") for the Property described in Exhibits "A-B" and any improvements thereon, and any damage to the remaining property of Seller arising solely as a result of the conveyance of the Property by Seller to Purchaser (and not as a result of any acts or omissions of Purchaser or any party operating by, through or under Purchaser), shall be the sum of FOUR HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY and 00/100 Dollars (\$421,740.00).

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 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 January 31, 2018, 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-B", free and clear of any and all liens and restrictions, including specifically the partial release of any current leases affecting the Property, 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 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", except for restrictive covenants which are filed of record and affect the Property; 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.

Seller has no obligation to cure any title objections raised by Purchaser, but upon request shall provide Purchaser with reasonable assistance, at no monetary cost to Seller, in clearing any title objection. If Purchaser is not satisfied with the status of title to the Property, Purchaser may, as Purchaser's sole and exclusive remedy, terminate this Contract by delivering a written notice of termination to Seller on or before the Closing Date.

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.

Simultaneous Closing Requirement

5.06. Notwithstanding any provision in this Contract to the contrary, Seller's obligation to close the sale of the Property to Purchase under this Contract is expressly conditioned and contingent upon the concurrent consummation of the "Escrow Conference" under that certain "Real Estate Contract North Mays Extension – Parcel 7" dated of even date herewith, by and between Chandler Creek, L.P. as "Seller" and Williamson County, Texas as "Purchaser" (the

“Other Contract”). If for any reason other than a default by Seller the transaction evidenced by the Escrow Conference under the Other Contract is not consummated concurrently with the Closing under this Contract, then Seller may terminate this Contract, in which event the Escrow Deposit, if any, shall be retained by Purchaser and thereafter neither party will have any further rights or remedies under this Contract.

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, as Purchaser's sole and exclusive remedy, enforce specific performance of Seller's obligations under this Contract.

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. Neither this Contract nor any memorandum, affidavit or other instrument evidencing this Contract or relating hereto (other than the closing documents contemplated under this Contract) shall ever be recorded in the Official Public Records of Williamson County, Texas, or in any other public records. Should Purchaser ever record or attempt to record any such instrument, then notwithstanding any provision in this Contract to the contrary, such recordation or attempted recordation shall constitute a default by Purchaser under this Contract and, in addition to any other remedies provided for herein, Seller shall have the express right to terminate this Contract by filing a notice of said termination in the Official Public Records of Williamson County, Texas,

after which Seller will have the right to retain the Escrow Deposit but otherwise neither Purchaser nor Seller will have any further rights, remedies or obligations under this Contract.

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.

SELLER:

CHANDLER CREEK PARCEL E&F, L.P.,
a Texas limited partnership

By: CHANDLER CREEK COMPANY,
a Delaware corporation, its General Partner

Address: 260 East Baker Street,
Suite 100
Costa Mesa, CA 92626

By:

Printed Name: Brian R. Burke

Title: President

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis
County Judge

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

Date: 01-23-2008

EXHIBIT **A**

County: Williamson
Parcel: 9
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 1.225 ACRE (53,376 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF BLOCK B, OAKMONT CENTRE, SECTION FIVE, A SUBDIVISION OF RECORD IN CABINET E, SLIDES 189-192 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO CHANDLER CREEK FARM, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011019081 OF THE OFFICE OF PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.225 ACRE (53,376 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, being the southwesterly corner of Lot 2 of said Plat, same being an angle point in the northerly boundary line of said Lot 3.

THENCE, with the common boundary line of said Lot 2 and said Lot 3, N 68°49'03" E, for a distance of 279.51 feet to a 1/2" iron rod with aluminum cap stamped "ROW 5050", set 64.37 feet left of proposed North Mays Baseline Station 77+02.96, (Grid Coordinates determined as N=10175369.32, E=3130000.91 (TxSPC Zone 4203)), on the proposed westerly Right-of-Way (ROW) line of North Mays (variable ROW width) for the northwesterly corner and POINT OF BEGINNING of the herein described tract.

- 1) THENCE, departing said proposed ROW line, continuing with said common boundary line, N 68°49'03" E, for a distance of 38.89 feet to a 1/2" iron rod found, in the existing westerly ROW line Oakmont Dr. (80' ROW width), being the northeasterly corner of said Lot 3, same being the southeasterly corner of said Lot 2, for the most northeasterly corner of the herein described tract.

THENCE, departing the southerly boundary line of said Lot 2, with the common boundary line of said Lot 3, and said existing ROW line, the following three (3) courses:

- 2) THENCE, along a curve to the left, having a delta angle of 17°11'54", a radius of 630.00 feet, an arc length of 129.07 feet, and a chord which bears S 29°07'26" E, for a distance of 128.59 feet to a 1/2" iron rod found, for a point of tangency.
- 3) S 37°40'17" E, for a distance of 99.88 feet to a 1/2" iron rod found (bearing), for a point of curvature to the left.
- 4) along said curve to the left, having a delta angle of 24°24'58", a radius of 330.03 feet, an arc length of 140.64 feet, and a chord which bears S 50°07'56" E, for a distance of 139.58 feet to a 1/2" iron rod found, being the most northerly point in Lot 3A of the Repeat of Lot 3, Oakmont Centre, Section Five, Revised, recorded in Cabinet 6B, Slides 137-139 of the Plat Records of Williamson County, Texas, same being an angle point in the easterly boundary line of said Lot 3, for a point of non-tangency of the herein described tract.
- 5) THENCE, departing said existing ROW line, with the common boundary line of said Lot 3 and said Lot 3A, S 27°42'08" W, for a distance of 196.53 feet to a 1/2" iron rod found, in the common ostensible survey line of Ephraim Evans, Abstract No. 212, and David Curry, Abstract No. 130, being the most northwesterly corner of said Lot 3A, same being the most northeasterly corner of Lot 2, Block A, of the Cypress Addition subdivision recorded in Cabinet N, Slides 260-268 of the Plat Records of Williamson County, Texas, for the most southeasterly corner of said Lot 3 and the herein described tract.

- 6) THENCE, with the common boundary line of said Lot 3 and said Lot 2, S 68°49'22" W, for a distance of 76.30 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 53.20 feet left of proposed North Mays Baseline Station 73+04.61, in the proposed westerly ROW line of said North Mays, to the most southwesterly corner of the herein described tract;
- 7) THENCE, departing the northerly boundary line of said Lot 2, with said proposed ROW line, through the interior of said Lot 3, N 12°32'32" W, for a distance of 479.94 feet to the POINT OF BEGINNING, containing 1.225 ACRE (53,376 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 direct supervision.

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

Lawrence M. Russo
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

04/28/2017
Date



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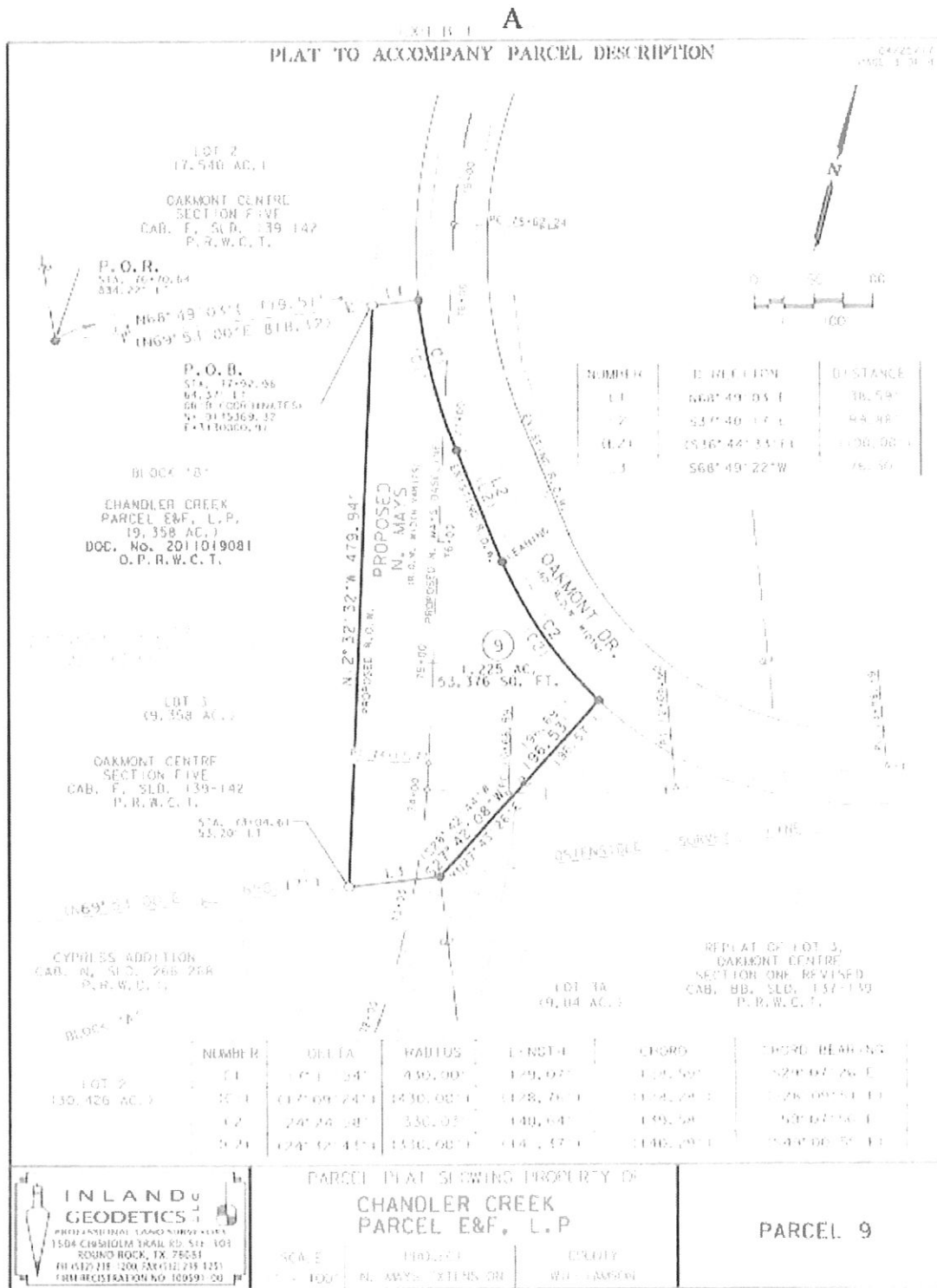


EXHIBIT **B**

County: Williamson
Parcel: 10
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 10

DESCRIPTION OF A 0.264 ACRE (11,507 SQUARE FOOT) TRACT OF LAND SITUATED IN THE LUTHERAN EVANS SURVEY, ABSTRACT NO. 212, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK "B", OAKMONT CENTRE, A SUBDIVISION OF RECORD IN CANNETT, SHED 139-142 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO CHANDLER CREEK PARCEL E&F, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011010081 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.264 ACRE (11,507 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, in the common boundary line of said Lot 2, and Lot 3, of said subdivision, 834.22 feet left of proposed North Mays Baseline Station 76+70.64;

THENCE, with said common boundary line, N 68°49'03" E, for a distance of 779.51 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 64.37 feet left of proposed North Mays Baseline Station 77+92.96 (Grid Coordinates determined as N=+0175369.32, E=+3130000.91 (TXSPC Zone 4203), in the curving proposed westerly Right-of-Way (ROW) line of North Mays (variable ROW width), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 3, through the interior of said Lot 2, with said proposed ROW line, the following four (4) courses:

- 1) **THENCE**, along a curve to the right, having a delta angle of 17°01'21", a radius of 605.72 feet, an arc length of 179.96 feet, and a chord which bears N 04°00'48" W, for a distance of 179.30 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 52.12 feet left of proposed North Mays Baseline Station 79+58.92, for a point of non-tangency;
- 2) **N 85°30'08" W**, for a distance of 22.91 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet left of proposed North Mays Baseline Station 79+59.86, for a point of curvature to the right;
- 3) **along said curve to the right**, having a delta angle of 14°10'49", a radius of 475.00 feet, an arc length of 117.54 feet, and a chord which bears N 08°55'06" E, for a distance of 117.24 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet left of proposed North Mays Baseline Station 80+58.84, for a point of tangency;
- 4) **N 16°00'26" E**, for a distance of 30.67 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet right of proposed North Mays Baseline Station 80+89.51, being in the southerly boundary line of Lot 1, Block "B" of said subdivision, same being the northerly boundary line of said Lot 2, for the most northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "CS 110" found in the northerly boundary line of said Lot 2, being the most southwesterly corner of said Lot 1, same being the most southerly corner of that called bears N 83°40'28" W, for a distance of 127.35 feet;
- 5) **THENCE**, departing said proposed ROW line, with the common boundary line of said Lot 2 and Lot 1, **S 83°40'28" E**, for a distance of 45.54 feet to a PK nail in concrete found, in the existing westerly ROW line of Oakmont Dr. (60' ROW width), being the most southeasterly corner of said Lot 1, for the most northeasterly corner of said Lot 2 and the herein described tract.

{W0754144.4}

Exhibit B - 1

THENCE, with said existing ROW line, same being the easterly boundary line of said Lot 2, the following two (2) courses:

- 6) S 16°31'33" W, for a distance of 35.22 feet to a calculated point of curvature to the left;
- 7) along said curve to the left, having a delta angle of 37°04'17", a radius of 430.00 feet, an arc length of 278.22 feet and a chord which bears S 01°59'20" E, for a distance of 273.39 feet to a 1/2" iron rod found, being the most northeasterly corner of said Lot 3, for the most southeasterly corner Lot 2 and of the herein described tract;
- 8) THENCE, departing said existing ROW line, with the common boundary line of said Lot 2 and Lot 3, S 08°49'03" W, for a distance of 38.69 to the POINT OF BEGINNING, containing 0.264 acres (11,507 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 direct supervision.

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

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



04/28/2017
Date

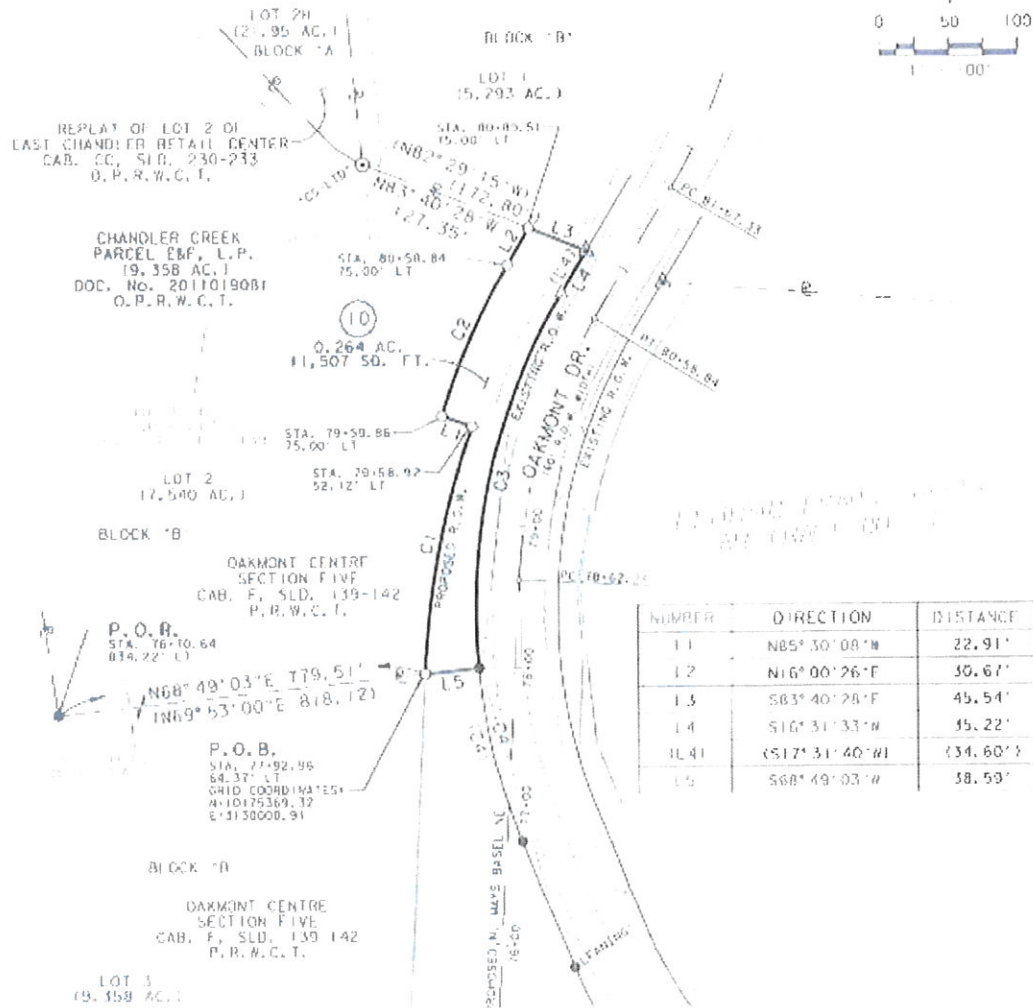
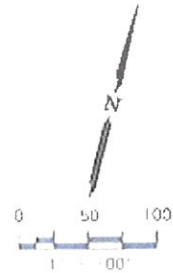
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EXHIBIT B

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
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NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	17° 01' 21"	605.72'	179.96'	179.30'	N04° 00' 48" W
C2	14° 10' 40"	475.00'	117.54'	117.24'	N08° 55' 06" E
C3	37° 04' 17"	430.00'	278.22'	273.39'	S01° 59' 20" E
(C3)	(37° 06' 49")	(430.00')	(278.53')	(273.69')	(S01° 01' 45" E)
C4	17° 11' 54"	430.00'	129.07'	128.59'	S29° 07' 26" E
(C4)	(17° 09' 24")	(430.00')	(128.76')	(128.28')	(S28° 09' 51" E)



NUMBER	DIRECTION	DISTANCE
11	N85° 30' 08" W	22.91'
12	N16° 00' 26" E	30.67'
13	S83° 40' 28" E	45.54'
14	S16° 31' 33" W	35.22'
14.1	(S17° 31' 40" W)	(34.60')
15	S68° 49' 03" W	38.59'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL, SUITE 103
ROUND ROCK, TX 78681
PH: (512) 233-1200, FAX: (512) 236-1251
FIRM REGISTRATION NO. 160591-00

PARCEL PLAT SHOWING PROPERTY OF

**CHANDLER CREEK
PARCEL E&F, L.P.**

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 10

SEE ADJACENT EXHIBITS SUBMITTED TO CHANDLER CREEK PARTS E&F, L.P. PARCEL 10 CHANDLER CREEK PARTS E&F, L.P. 10-10-10-10

{W0754144.4}

Exhibit B - 3

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
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LEGEND

■ 1XDOT TYPE 1 CONCRETE MONUMENT FOUND	℄ CENTER LINE
# FENCE CORNER POST FOUND	℄ PROPERTY LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	℄ RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	℄ LINE BREAK
⊙ COTTON GIN SPINDLE FOUND	℄ DENOTES COMMON OWNERSHIP
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B. POINT OF BEGINNING
× X CUT FOUND	P.O.R. POINT OF REFERENCE
▲ PK NAIL FOUND IN CONCRETE	N.T.S. NOT TO SCALE
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ 1/2" IRON ROD W/ ALUMINUM CAP	WILLIAMSON COUNTY, TEXAS
STAMPED "ROW-5050" SFT	D.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	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. 17-294012-01, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 10, 2017, ISSUE DATE MARCH 16, 2017.

1. RESTRICTIVE COVENANTS: CABINET F, SLIDES 139-142, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; VOLUME 961, PAGE 1; VOLUME 1034, PAGE 709; VOLUME 1189, PAGE 378; VOLUME 1340, PAGE 873; VOLUME 1340, PAGE 882; VOLUME 1344, PAGE 737; VOLUME 1344, PAGE 742; VOLUME 2700, PAGE 9 AND DOCUMENT NO. 1996044195, AND 2001003055 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO:

VOLUME 952, PAGE 142; VOLUME 1019, PAGE 578; AND VOLUME 1384, PAGE 641, DO NOT AFFECT.

100. THE FOLLOWING EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON PLAT RECORDED IN CABINET F, SLIDES 139-142, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS:

FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT ALONG THE SOUTH PROPERTY LINE (LOT 3), DOES NOT AFFECT (LOT 2).
TEN FOOT (10') PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE (LOT 3), DOES NOT AFFECT (LOT 2).
FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE (LOT 2), AFFECTS AS SHOWN.
TEN FOOT (10') PUBLIC UTILITY EASEMENT ACROSS THE CENTER OF THE SUBJECT PROPERTY (LOT 2), AFFECTS AS SHOWN.

- H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 282, PAGE 522, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- I. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 335, PAGE 249, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- J. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007084730 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. THE TERMS, PROVISIONS, EASEMENTS, RESTRICTIONS AND LIT FOR ASSESSMENTS AS SHOWN IN RESTRICTIONS RECORDED IN VOLUME 952, PAGE 142, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERE TO, DOES NOT AFFECT.
- M. EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2007084730, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME AS I-01, DOES NOT AFFECT.

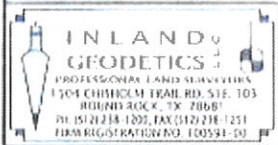
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo
LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, L.P.
FIRM REGISTRATION NO. 10053-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

04/28/2017
DATE



	ACRES	SQUARE FEET
ACQUISITION	0.264	11,507
CALC/DEED AREA	7.540	326,442
REMAINDER AREA	7.276	316,935



PARCEL PLAT SHOWING PROPERTY OF
CHANDLER CREEK
PARCEL E&F, L.P

SCALE 1" = 100' PROJECT N. MAYS EXTENSION COUNTY WILLIAMSON

PARCEL 10

NOTE: PARCELS 10-14 ARE SHOWN IN THIS PLAT. PARCELS 15-18 ARE SHOWN IN PLAT 10-14.

EXHIBIT "C"

Parcel 9/10

DEED

North Mays ~~Extension~~ 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 BY THESE PRESENTS:

That CHANDLER CREEK PARCEL E&F, L.P., a Texas limited partnership, 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 1.225 acre (53,376 Sq. Ft.) of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 9); and

All of that certain 1.225 acre (53,376 Sq. Ft.) of land in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 10).

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" & "B" 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;

CCREEK(9-10)-Deed for NMays r.o.w. (DC 11.22.17) (00390607xAMH48).doc

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/City of Round Rock, 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.

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 (insofar, but only insofar as such appurtenances benefit only the property described herein and not any other property; Grantor hereby reserving and retaining all such appurtenances insofar as the same relate to or benefit any property other than the property conveyed hereunder) 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, by, through or under Grantor, but not otherwise.

GRANTOR HAS EXECUTED AND DELIVERED THIS DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS DEED AND HAS ACCEPTED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT FOR THE WARRANTIES SET OUT IN THIS DEED (THE "EXPRESS WARRANTIES"). AS A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY TO GRANTEE, GRANTOR AND GRANTEE AGREE AND ACKNOWLEDGE THAT: (A) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS; (B) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE; (C) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS NOT RELYING ON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED; (D) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE IS RELYING SOLELY

AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY; (E) EXCEPT ONLY WITH RESPECT TO THE EXPRESS WARRANTIES, GRANTEE DISCLAIMS (I) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES AND (II) ANY RELIANCE BY GRANTEE ON THE SILENCE OR ANY NONDISCLOSURE OF GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES OR REPRESENTATIVES; (F) GRANTEE TAKES AND ACCEPTS THE PROPERTY WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (EXCEPT FOR THE EXPRESS WARRANTIES); (G) EXCEPT FOR THE EXPRESS WARRANTIES, NO PROMISES OR AGREEMENTS HAVE BEEN MADE BY GRANTOR TO GRANTEE WITH RESPECT TO THE PROPERTY AND GRANTEE HEREBY DISCLAIMS ANY RELIANCE UPON ANY PROMISES OR AGREEMENTS OTHER THAN THE EXPRESS WARRANTIES; (H) THIS "AS IS" PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS BY WHICH GRANTOR AGREED TO CONVEY THE PROPERTY TO GRANTEE; (I) GRANTEE DISCLAIMS RELIANCE ON GRANTOR AND ACCEPTS THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES AND OTHER DISCLAIMED MATTERS COULD AFFECT THE PROPERTY'S CONDITION, VALUE, SUITABILITY OR FITNESS AND GRANTEE HEREBY ASSUMES ALL RISK ASSOCIATED THEREWITH; (J) THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED IN THIS "AS IS" PROVISION COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE; AND (K) GRANTEE HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS "AS IS" PROVISION.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

CHANDLER CREEK PARCEL E&F, L.P.,
a Texas limited partnership

By: CHANDLER CREEK COMPANY,
a Delaware corporation, its General Partner

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
County of _____)

On _____, 2018 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature: _____ (Seal)

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 Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: