

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made and entered into by and among CHANDLER CREEK, L.P., a Delaware limited partnership ("Seller"), WILLIAMSON COUNTY, TEXAS, ("Purchaser") and INDEPENDENCE TITLE COMPANY, ("Escrow Agent"). Seller and Purchaser are sometimes herein referred to collectively as the "Contract Parties".

1. Escrow Provisions.

A. Seller and Purchaser are parties to that certain "Real Estate Contract" dated January 23, 2018 (the "Contract") pursuant to which Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller, the real property described on Exhibit "A" attached hereto and incorporated herein by referenced (the "Property").

B. Pursuant to the terms and provisions of the Contract and concurrently with the execution of this Agreement: (i) Seller has executed and delivered to Escrow Agent that certain "Deed", a copy of which is attached to this Agreement as Exhibit "B" and is incorporated herein by reference (the "Deed"); and (ii) Purchaser has delivered to Escrow Agent the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) in readily available funds (the "Deposit").

C. The Contract Parties hereby agree as follows and instruct the Escrow Agent as follows with respect to the Deed: (i) if all conditions to the closing under the Contract are satisfied, Seller will provide to the Escrow Agent Seller's written authorization to release and record the Deed; or (ii) if Seller delivers to Purchaser and the Escrow Agent a written notice that the Contract has been terminated for any reason, then Escrow Agent shall immediately deliver the Deed to Seller.

D. The Contract Parties hereby agree as follows and instruct the Escrow Agent as follows with respect to the Deposit: (i) the Deposit must be placed in an interest bearing account approved by the Contract Parties and all accrued interest will be added to and become a portion of the Deposit; (ii) Purchaser will have the right to draw upon the Deposit with Seller's written approval, which will not be unreasonably withheld so long as Purchaser provides evidence reasonably acceptable to Seller that the remainder of the "Work" (as that term is defined in the Contract, and herein so called) can be completed at a total expense of \$400,000.00 or less and so long as at least \$100,000.00 is retained in the Deposit until the closing under the Contract; (iii) with each request for a disbursement from the Deposit, Purchaser will provide to Escrow Agent and to Seller: (1) written confirmation from Purchaser's engineer that (a) the remainder of the Work can be completed for a total expense that is a least \$100,000.00 less than the amount that will remain in the Deposit after the requested disbursement is made, (b) all of the Work has been conducted in accordance with the "Final Plans" (as defined in the Contract and herein so called) and in compliance with all applicable laws, (2) copies of invoices or other evidence of payment sufficient to establish the expenditures incurred by Purchaser, (3) conditional lien waivers for the invoices to be paid out of the current disbursement from the

Deposit; (iv) unconditional lien waivers for all previously completed portions of the Work shall be provided prior to final release of any remaining portion of the retained Deposit at closing under the Contract; and (v) Seller will have the right to draw upon the Deposit in the event of a default by Purchaser under the Contract, and which funds shall be expended by Seller for completion of the Work, with any excess upon final completion to be returned to Purchaser.

2. Appointment of Escrow Agent. The Contract Parties hereby appoint and designate Independence Title Company as Escrow Agent.

3. Acceptance of Appointment. Escrow Agent agrees to serve hereunder for the purposes and on the terms hereinafter set forth.

4. Scope of Undertaking. Escrow Agent's duties and responsibilities are limited to those expressly set forth in this Agreement. Escrow Agent has no responsibility or obligation of any kind in connection with this Agreement and the Assignment, other than to receive, hold and deliver the Assignment as herein provided.

5. Knowledge and Sufficiency of Documents. Escrow Agent will not be charged with notice or knowledge of any fact or information not herein set out. Escrow Agent will not be required in any way to determine the validity, sufficiency, accuracy or genuineness, whether in form or in substance, of the Assignment or of any instrument, document, certificate, statement or notice referred to in this Agreement or contemplated hereby. It will be sufficient if any writing purporting to be such instrument, document, certificate, statement or notice is delivered to Escrow Agent and purports on its face to be correct in form and signed or otherwise executed by the party or parties required to sign or execute the same under this Agreement. Escrow Agent will not be required in any way to determine the identity or authority of any person executing the same or the genuineness of any such signature.

6. Conflicts; Force Majeure. In the event of any disagreement or conflicting instructions resulting in adverse claims or demands being made upon Escrow Agent in connection herewith, or in the event that Escrow Agent, in good faith, is in doubt as to what action should be taken hereunder, it may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, Escrow Agent shall not be or become liable in any way or to any party for its failure or refusal to act until all differences shall have been adjusted and all doubt resolved. Escrow Agent shall have no liability for any loss arising from any cause beyond its control, including (but not limited to) the following: (a) the act, failure or neglect of any agent or correspondent selected by Escrow Agent for the remittance of funds; (b) any delay, error, omission or default of any mail, telegraph, cable or wireless agency or operator; (c) the acts or edicts of any government or governmental agency or other group or entity exercising governmental powers.

7. Right of Interpleader. Should any controversy arise between or among the Contract Parties or any other person, firm or entity with respect to this Agreement, the Deed, the Deposit, or any part thereof, or the right of any party or other person to receive the Deed or the Deposit, or should the Escrow Agent resign and the Contract Parties fail to designate another escrow agent, or if Escrow Agent should be in doubt as to what action to take, Escrow Agent

shall have the right, but not the obligation, either to: (a) withhold delivery of the Assignment until the controversy is resolved, the conflicting demands are withdrawn, or its doubt is resolved, or (b) institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties hereto. Should a bill of interpleader be instituted, or should Escrow Agent be threatened with litigation or become involved in litigation in any manner whatsoever on account of this Agreement, then, as between themselves and Escrow Agent, the Contract Parties jointly and severally hereby bind and obligate themselves, their successors and assigns, to pay to Escrow Agent its attorney's fees and any and all other disbursements, expenses, losses, costs and damages of Escrow Agent in connection with or resulting from such threatened or actual litigation.

8. Scope of Duties and Errors in Judgment. Without in any way limiting any other provision of this Agreement, it is expressly understood and agreed that Escrow Agent shall be under no duty or obligation to give any notice, or to do or to omit the doing of any action or anything with respect to the Deed or Deposit, except to receive, hold and deliver the Deed and Deposit in accordance with the terms of this Agreement. Escrow Agent shall not be liable for any error in judgment, any act or omission, any mistake of law or fact, or for anything it may do or refrain from doing in connection herewith, except for its own willful misconduct or gross negligence.

9. Indemnity. To the extent allowed by law, the Contract Parties jointly and severally agree to indemnify Escrow Agent, its partners, employees, agents and counsel (each herein called an "Indemnified Party") against, and hold each Indemnified Party harmless from, any and all losses, costs, damages, claims, fees and other expenses of any kind or nature, including but not limited to attorneys' fees and costs of investigation, suffered or incurred by any Indemnified Party in connection with or arising from or out of this Agreement; except, however, that this indemnity will not cover claims or expenses which directly result from and are solely attributable to the willful misconduct or gross negligence of the Indemnified Party.

10. Notices. Any notice, communication, request, reply or advice (severally and collectively referred to as "Notice") in this Agreement provided or permitted to be given, made or accepted under the terms of this Agreement must be in writing. Notice may, unless otherwise provided herein, be given or served: (i) by depositing the same in the United States Mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing the same with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; or (iii) by delivering the same to such party, or an agent of such party by electronic mail (email) or by hand delivery. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

SELLER

Chandler Creek, L.P.
260 E. Baker Street, Suite 100
Costa Mesa, CA 92626
Attn: Mr. Brian Burke
Email: bburke@burkegroup.net

with a copy to:

Burke Real Estate Group
260 E. Baker St., Suite 100
Costa Mesa, CA 92626
Attn: Mr. Ken Wheeler
Email: ken@burkegroup.net

With an additional copy to:

SELLER'S ATTORNEY

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Mr. Samuel D. Byars
Email: sbyars@abaustin.com

ESCROW AGENT

Independence Title Company
Attn: Julia Bechara
203 W. Main Street, Suite A
Pflugerville, Texas 78660
Email: jbechara@independencetitle.com

The parties to this Agreement shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

11. Consultation with Legal Counsel. Escrow Agent may consult with its counsel or other counsel satisfactory to it concerning any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by Escrow Agent in good faith upon the advice of such counsel. Escrow Agent may act through its officers, employees, agents and attorneys.

PURCHASER

Williamson County Auditor's Office
710 Main Street, Suite 101
Georgetown, TX 78626
Attn: Julie Kiley
Email: jkiley@wilco.org

with a copy to:

HNTB
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78664
Attn: Mark Cissell
Email: mcissell@hntb.com

With an additional copy to:

PURCHASER'S ATTORNEY

Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664
Attn: Mr. Don Childs
Email: don@scrllaw.com

12. Choice of Laws; Cumulative Rights. This Agreement and the Assignment shall be construed and regulated under, and their validity and effect shall be determined by, the laws of the State of Texas, including its conflict of law rules. Venue shall be in Williamson County, Texas. All of Escrow Agent's rights hereunder are cumulative of any other rights it may have by law or otherwise.

13. Resignation. Escrow Agent may resign upon ten (10) days' prior written notice to the Contract Parties and, upon joint instructions of the Contract Parties, shall deliver the Deed and the Deposit to any designated substitute Escrow Agent mutually selected by the Contract Parties. If the Contract Parties fail mutually to designate a substitute Escrow Agent within ten (10) days after the giving of such notice, Escrow Agent may, in its sole discretion and its sole option, institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties hereto.

14. Severability. If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. Termination. Upon delivery of the Assignment as provided in this Agreement the obligations and duties of Escrow Agent under this Agreement shall terminate.

16. Fees. Any fees required by Escrow Agent to perform the duties as set out herein shall be shared equally between Seller and Purchaser, and shall be payable prior to any disbursal under this Agreement.

17. General. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts and it shall not be necessary that the signatures of all parties be contained in any one (1) counterpart of this Agreement. The signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and facsimile signatures and signatures delivered by electronic mail shall be deemed to be original signatures for all purposes arising in connection with this Agreement. Each fully executed counterpart of this Agreement shall be deemed an original, but all of such counterparts shall constitute one and the same agreement. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto. This Agreement or any provision hereof may be amended, modified, waived or terminated only by written instrument duly signed by the parties hereto or their successors and assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, devisees, executors, administrators, personal representatives, successors, trustees, receivers and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person rights or remedies under or by reason of this Agreement. This Agreement is intended to be performed in the State of Texas and shall be construed and enforced in accordance with the laws of such State.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of 3-8, 2018.

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO ESCROW AGREEMENT
BY AND AMONG CHANDLER CREEK, L.P. AS SELLER,
WILLIAMSON COUNTY, TEXAS AS PURCHASER
AND INDEPENDENCE TITLE COMPANY AS ESCROW AGENT

SELLER:

CHANDLER CREEK, L.P., a Delaware limited
partnership

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

By: 

Printed Name: Brian R. Burke

Title: President

Date: 1/24/18

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO ESCROW AGREEMENT
BY AND AMONG CHANDLER CREEK, L.P. AS SELLER,
WILLIAMSON COUNTY, TEXAS AS PURCHASER
AND INDEPENDENCE TITLE COMPANY AS ESCROW AGENT

PURCHASER:

WILLIAMSON COUNTY, TEXAS,

By: Valerie Covey
~~Dan A. Gattis, County Judge~~
Valerie Covey, Williamson County Presiding Officer
Date: 3/1/18

COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO ESCROW AGREEMENT
BY AND AMONG CHANDLER CREEK, L.P. AS SELLER,
WILLIAMSON COUNTY, TEXAS AS PURCHASER
AND INDEPENDENCE TITLE COMPANY AS ESCROW AGENT

ESCROW AGENT:

INDEPENDENCE TITLE COMPANY

By: *J Bechara*
Name: *Julia Bechara*
Title: *Escrow Officer*

EXHIBIT "A"

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EXHIBIT A

County: Williamson
Parcel : 7
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 0.398 ACRE (17,324 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3A, REPLAT OF LOT 3, OAKMONT CENTRE, SECTION ONE REVISED A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 137-139 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO CHANDLER CREEK, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000000444 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 3A BEING FURTHER DECLARED AS THE OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS BY DECLARATION OF CONDOMINIUM REGIME BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007038901 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.398 ACRE (17,324 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 southeasterly corner of Lot 2, Block "A", Final Plat of Cypress Addition, a subdivision of record in Cabinet N, Slide 266-268 of the Plat Records of Williamson County, Texas, same being the southeasterly corner of that called 13.110 acre tract of land conveyed to Round Rock Independent School District by instrument recorded in Document No. 2017016316 of the Official Public Records of Williamson County, Texas in the northerly Right-of-Way (ROW) line of Cypress Cove (60' ROW width) as dedicated by said Plat, also being the southwesterly corner of Lot 2, Oakmont Centre, Section One Revised, a subdivision of record in Cabinet F, Slide 129-133 of the Plat Records of Williamson County, Texas;

THENCE, departing said Cypress Cove, with the easterly boundary line of said Lot 2, Block "A" and said 13.110 acre tract, same being the westerly boundary line of said Lot 2 (Oakmont Centre), N 21°39'16" W, for a distance of 364.57 feet to a calculated angle point;

THENCE, continuing with said easterly boundary line of said Lot 2, Block "A" and said 13.110 acre tract, same being the westerly boundary line of said Lot 2, passing the northwesterly corner of said Lot 2, and continuing with the westerly boundary line of said Lot 3A, N 21°26'59" W, for a distance of 729.88 to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC" found, being the northerly corner of said 13.110 acre tract and an angle point in the proposed easterly ROW line;

THENCE, departing said 13.110 acre tract, continuing with said easterly boundary line of said Lot 2, Block "A" and the westerly boundary line of said Lot 3A with said proposed easterly ROW line, N 21°26'59" W, for a distance of 22.00 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 71+94.40, (Grid Coordinates determined as N=10174787.65, E=3130231.58 (TxSPC Zone 4203), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed easterly ROW line, continuing with the common boundary line of said Lot 2, Block "A" and said Lot 3A, N 21°26'59" W, for a distance of 151.31 feet to a 1/2" iron rod found, being the northeasterly corner of said Lot 2, Block "A", in the southerly boundary line of Lot 3, Block B, Oakmont Centre Section Five, a subdivision of record in Cabinet F, Slide 139-142 of the Plat Records of Williamson County, Texas, same being an angle point in the westerly boundary line of said Lot 3A, also being in the ostensible Survey Line between said David Curry Survey and said Ephraim Evans Survey, for an angle point;
- 2) **THENCE**, departing said Lot 2, Block "A", same being said ostensible Survey Line, with the common boundary line of said Lot 3, Block B and said Lot 3A, N 27°42'08" E, for a distance of 196.53 feet to a 1/2" iron rod found in the southwesterly ROW line of Oakmont Drive (60' ROW width), being the northwesterly corner of said Lot 3A, same being the southeasterly corner of said Lot 3, Block B, for the northerly corner of the herein described tract;

- 3) **THENCE**, along a non-tangent curve to the left, with said southwesterly ROW line of Oakmont Drive, same being the northerly boundary line of said Lot 3A, having a delta angle of $44^{\circ}54'51''$, a radius of 330.00 feet, an arc length of 258.69 feet, and a chord which bears $S\ 84^{\circ}47'57''\ E$, for a distance of 252.11 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 380.96 feet right of proposed North Mays Baseline Station 74+06.43, for the easterly corner of the herein described tract;

THENCE, departing said southwesterly ROW line, through the interior of said Lot 3A with said proposed easterly ROW line of North Mays Street, the following three (3) courses:

- 4) $S\ 70^{\circ}48'44''\ W$, for a distance of 119.02 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 263.20 feet right of proposed North Mays Baseline Station 73+94.32, for an angle point of the herein described tract;
- 5) $S\ 77^{\circ}50'45''\ W$, for a distance of 188.31 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 73+88.97, for a point of non-tangency of a curve to the right;
- 6) along said non-tangent curve to the right, having a delta angle of $14^{\circ}51'49''$, a radius of 825.00 feet, an arc length of 214.02 feet, and a chord which bears $S\ 02^{\circ}31'18''\ E$, for a distance of 213.42 feet to the **POINT OF BEGINNING**, containing 0.398 acres (17,324 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

05/03/2017
 Date



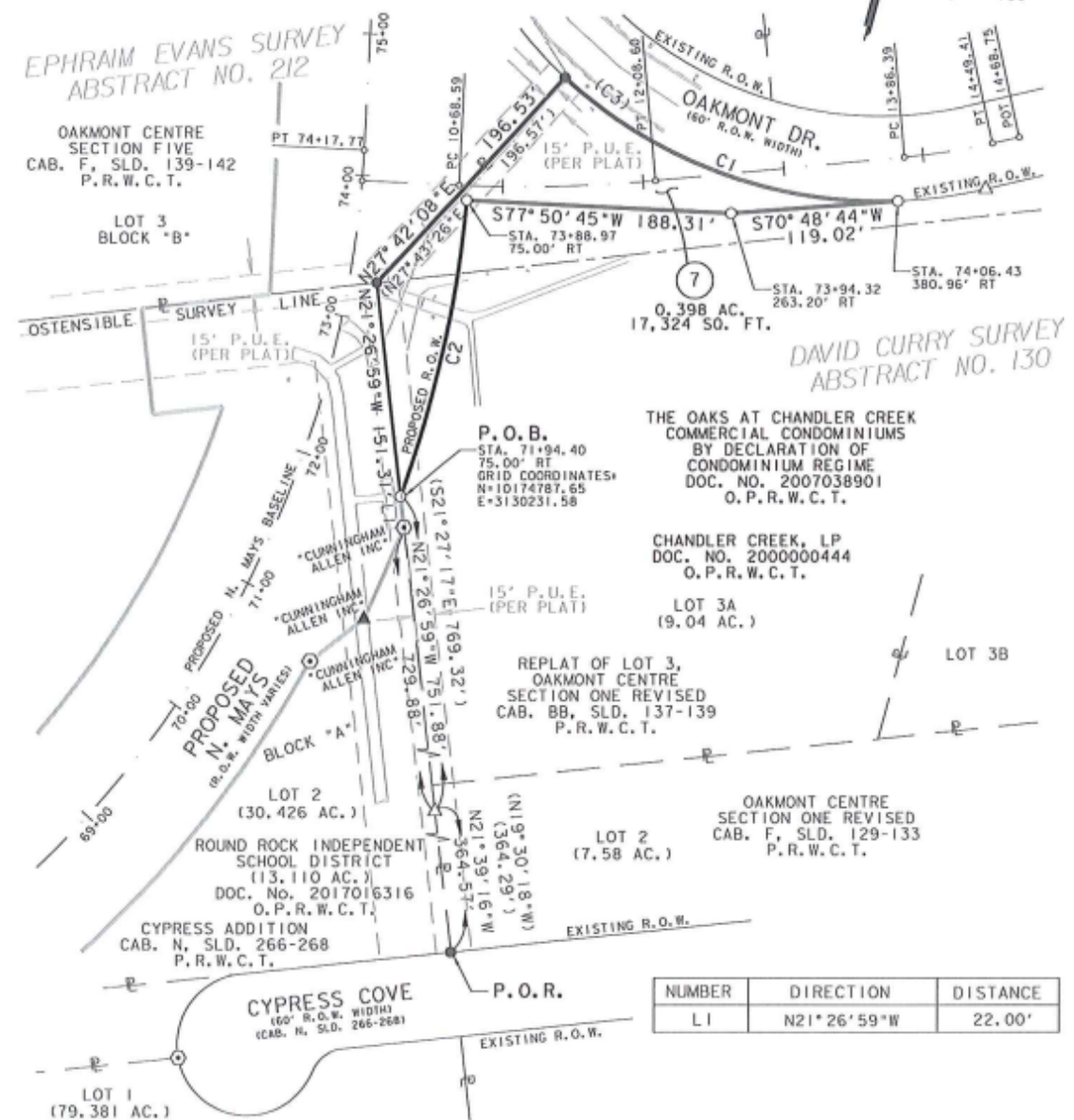
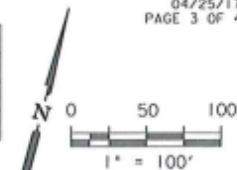
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EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

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NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	44° 54' 51"	330.00'	258.69'	252.11'	S84° 47' 57"E
C2	14° 51' 49"	825.00'	214.02'	213.42'	S02° 31' 18"E
(C3)	(55° 44' 20")	(330.00')	(321.03')	(308.52')	(N89° 49' 00"E)



NUMBER	DIRECTION	DISTANCE
L1	N21° 26' 59" W	22.00'

INLAND U
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		
CHANDLER CREEK, LP		
SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS	WILLIAMSON

PARCEL 7

S:\L\JANMAYS\EXT\PARCELS\PARCEL 7 OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS\OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS-REV.dgn

LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

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■	TXDOT TYPE I 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	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	MAG NAIL W/ WASHER FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
	STAMPED "WILCO-ROW-5050" SET	O.P.R.W.C.T.	OFFICIAL RECORDS
	(UNLESS NOTED OTHERWISE)	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. 17-293994-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 5, 2017, ISSUE DATE MARCH 10, 2017.

- I. RESTRICTIVE COVENANTS: CABINET F, SLIDE 129; CABINET BB, SLIDE 137; PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO(S). 2007038901, 2007038902, 2007072098, 2007095686, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10G. THE EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN CABINET F, SLIDES 129-133, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, 15' P.U.E ALONG WESTERLY LINE AFFECTS AS SHOWN.
- H. THE EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN CABINET BB, SLIDE 139, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, 15' P.U.E ALONG WESTERLY LINE AFFECTS AS SHOWN.
- I. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 299, PAGE 402, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ACROSS LOT I OF TRACT ON PLAT RECORDED IN CABINET F, SLIDES 129-133, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. JOINT ACCESS AGREEMENT BY AND BETWEEN OAKMONT CENTRE JOINT VENTURE AND KSP-ROUND ROCK, RECORDED IN VOLUME 1384, PAGE 626, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. JOINT ACCESS AGREEMENT BY AND BETWEEN OAKMONT CENTRE JOINT VENTURE AND KSP-ROUND ROCK, RECORDED IN VOLUME 1384, PAGE 641, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. EASEMENT CREATED IN INSTRUMENT TO ATMOS ENERGY CORPORATION, RECORDED IN DOCUMENT NO. 2006002468, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2006070311, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN DECLARATION OF CONDOMINIUM REGIME, RECORDED IN DOCUMENT NO. 2007038901, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO, INCLUDING BUT NOT LIMITED TO DOCUMENT NO. 2007038902, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IF APPLICABLE, SUBJECT TO.
- P. TERMS, CONDITIONS, STIPULATIONS, PROVISIONS, AND EASEMENTS CONTAINED IN THE AGREEMENT REGARDING MAINTENANCE OF DRAINAGE FACILITIES, BY AND BETWEEN CHANDLER CREEK, LP, A DELAWARE LIMITED PARTNERSHIP, AND THE OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUM COMMUNITY, INC., A TEXAS NON-PROFIT CORPORATION, RECORDED IN DOCUMENT NO. 2007095686, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IF APPLICABLE, SUBJECT TO.

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 05/03/2017
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



	ACRES	SQUARE FEET
ACQUISITION	0.398	17,324
CALC/DEED AREA	9.04	393,782
REMAINDER AREA	8.642	376,458



PARCEL PLAT SHOWING PROPERTY OF
CHANDLER CREEK, LP

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

PARCEL 7

S:\LJM\NAYS EXT\PARCELS\PARCEL 7 OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS\OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS-REV.dgn

EXHIBIT "B"

Parcel 7

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 PRESENT:

That CHANDLER CREEK, LP, a Delaware 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 0.398 acre (17,324 Sq. Ft.) of land in the David Curry Survey, Abstract No. 130, and 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 7**).

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 Exhibit "A" 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/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.

[signature page follows]

GRANTOR:

CHANDLER CREEK, LP,
a Delaware 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:

WAIVER OF IMMUNITY

This Waiver of Immunity (“Waiver”) is made by and between **WILLIAMSON COUNTY, TEXAS**, (“Williamson County”), and **CHANDLER CREEK, LP**, a Delaware limited partnership (“Chandler Creek”) and is as follows:

1. **Property.** The “Property” means the real property which is described on **Exhibit “A”** attached to this Waiver and incorporated herein by reference, together with all buildings, structures and other improvements located thereon.
2. **The Real Estate Contract.** The “Real Estate Contract” means and refers to that certain “Real Estate Contract” dated January 23, 2018, pursuant to which Chandler Creek has agreed to sell and convey the Property to Williamson County (the “Real Estate Contract”).
3. **Waiver of Immunity.** Pursuant to the provisions of the Real Estate Contract, Williamson County hereby waives all rights to immunity solely and specifically with respect to the obligations of Williamson County under Section 2.03 of the Real Estate Contract, including without limitation all rights to immunity from liability and all rights to immunity from suit. This waiver is agreed to by Williamson County for the benefit of Chandler Creek and is entered into by Williamson County for good and valuable consideration and pursuant to the terms and provisions of the Real Estate Contract.
4. **Legal Expenses.** If either party to this Waiver brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Waiver, or to recover damages for their breach, the prevailing party shall be entitled to recover its costs and expenses (including reasonable fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith including all such costs and expenses incurred: (a) in trial and appellate court proceedings, (b) in connection with any and all counterclaims asserted by one party to this Waiver against another where such counterclaims arise out of or are otherwise related to this Waiver, (c) in bankruptcy or other insolvency proceedings, and (d) in post-judgment collection proceedings.
5. **Authority.** Williamson County warrants and represents to Chandler that: (a) the execution and delivery of this Waiver has been duly authorized by all necessary corporate and governmental action of Williamson County; and (b) this Waiver has been duly executed and delivered by Williamson County, and constitutes a legal, valid, and binding obligation of Williamson County, enforceable in accordance with its terms as of the effective date of this Waiver.
6. **Governing Law and Venue.** It is agreed that: (a) the laws of the State of Texas shall govern this Waiver; and (b) the venue for any suit under the terms of this Waiver shall be in Williamson County, Texas.
7. **Binding Agreement.** This Waiver is binding upon Williamson County and inures to the benefit of Chandler Creek and its successors and assigns.

8. Partial Invalidity. A determination that any provision of this Waiver is unenforceable or invalid shall not affect the enforceability or the validity of any other provision.

9. Entire Agreement. This Waiver and the Real Estate Contract represent the entire agreement between the parties hereto as to the waiver granted hereunder and the same supersede all prior negotiations, representations or agreements, either written or oral, regarding such subject matter. No amendments or modifications to this Waiver and no other statements, agreements or other understandings regarding the subject matter of this Waiver will be recognized or enforced unless the same are in writing and signed by both Williamson County and Chandler Creek subsequent to the effective date of this Waiver.

EXECUTED AND DELIVERED by Williamson County and Chandler Creek on the date set out herein below.

ASSIGNOR:

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
~~Dan A. Gattis, County Judge~~
Valerie Covey, Williamson County Presiding Officer
Date: 3/1/18

THE STATE OF TEXAS

§

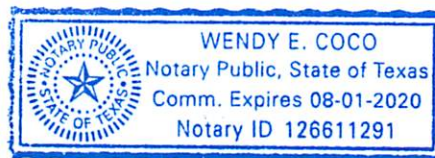
COUNTY OF WILLIAMSON§

This instrument was acknowledged before me this 1st day of March, 2018 by Dan A. Gattis, County Judge of Williamson County, Texas, , in the capacity and for the purposes and consideration recited herein.

(SEAL)

Wendy E. Coco

Notary Public Signature



AGREED AND ACCEPTED:

CHANDLER CREEK, LP,

a Delaware 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)

Exhibit A

Page 1 of 4
04/25/17

EXHIBIT A

County: Williamson
Parcel : 7
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 0.398 ACRE (17,324 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 AND THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3A, REPLAT OF LOT 3, OAKMONT CENTRE, SECTION ONE REVISED A SUBDIVISION OF RECORD IN CABINET BB, SLIDE 137-139 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO CHANDLER CREEK, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000000444 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 3A BEING FURTHER DECLARED AS THE OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS BY DECLARATION OF CONDOMINIUM REGIME BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007038901 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.398 ACRE (17,324 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 southeasterly corner of Lot 2, Block "A", Final Plat of Cypress Addition, a subdivision of record in Cabinet N, Slide 266-268 of the Plat Records of Williamson County, Texas, same being the southeasterly corner of that called 13.110 acre tract of land conveyed to Round Rock Independent School District by instrument recorded in Document No. 2017016316 of the Official Public Records of Williamson County, Texas in the northerly Right-of-Way (ROW) line of Cypress Cove (60' ROW width) as dedicated by said Plat, also being the southwesterly corner of Lot 2, Oakmont Centre, Section One Revised, a subdivision of record in Cabinet F, Slide 129-133 of the Plat Records of Williamson County, Texas;

THENCE, departing said Cypress Cove, with the easterly boundary line of said Lot 2, Block "A" and said 13.110 acre tract, same being the westerly boundary line of said Lot 2 (Oakmont Centre), N 21°39'16" W, for a distance of 364.57 feet to a calculated angle point;

THENCE, continuing with said easterly boundary line of said Lot 2, Block "A" and said 13.110 acre tract, same being the westerly boundary line of said Lot 2, passing the northwesterly corner of said Lot 2, and continuing with the westerly boundary line of said Lot 3A, N 21°26'59" W, for a distance of 729.88 to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC" found, being the northerly corner of said 13.110 acre tract and an angle point in the proposed easterly ROW line;

THENCE, departing said 13.110 acre tract, continuing with said easterly boundary line of said Lot 2, Block "A" and the westerly boundary line of said Lot 3A with said proposed easterly ROW line, N 21°26'59" W, for a distance of 22.00 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 71+94.40, (Grid Coordinates determined as N=10174787.65, E=3130231.58 (TxSPC Zone 4203), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed easterly ROW line, continuing with the common boundary line of said Lot 2, Block "A" and said Lot 3A, N 21°26'59" W, for a distance of 151.31 feet to a 1/2" iron rod found, being the northeasterly corner of said Lot 2, Block "A", in the southerly boundary line of Lot 3, Block B, Oakmont Centre Section Five, a subdivision of record in Cabinet F, Slide 139-142 of the Plat Records of Williamson County, Texas, same being an angle point in the westerly boundary line of said Lot 3A, also being in the ostensible Survey Line between said David Curry Survey and said Ephraim Evans Survey, for an angle point;
- 2) **THENCE**, departing said Lot 2, Block "A", same being said ostensible Survey Line, with the common boundary line of said Lot 3, Block B and said Lot 3A, N 27°42'08" E, for a distance of 196.53 feet to a 1/2" iron rod found in the southwesterly ROW line of Oakmont Drive (60' ROW width), being the northwesterly corner of said Lot 3A, same being the southeasterly corner of said Lot 3, Block B, for the northerly corner of the herein described tract;

- 3) **THENCE**, along a non-tangent curve to the left, with said southwesterly ROW line of Oakmont Drive, same being the northerly boundary line of said Lot 3A, having a delta angle of $44^{\circ}54'51''$, a radius of 330.00 feet, an arc length of 258.69 feet, and a chord which bears $S\ 84^{\circ}47'57''\ E$, for a distance of 252.11 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 380.96 feet right of proposed North Mays Baseline Station 74+08.43, for the easterly corner of the herein described tract;

THENCE, departing said southwesterly ROW line, through the interior of said Lot 3A with said proposed easterly ROW line of North Mays Street, the following three (3) courses:

- 4) **S $70^{\circ}48'44''\ W$** , for a distance of 119.02 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 263.20 feet right of proposed North Mays Baseline Station 73+94.32, for an angle point of the herein described tract;
- 5) **S $77^{\circ}50'45''\ W$** , for a distance of 188.31 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 73+88.97, for a point of non-tangency of a curve to the right;
- 6) along said non-tangent curve to the right, having a delta angle of $14^{\circ}51'49''$, a radius of 825.00 feet, an arc length of 214.02 feet, and a chord which bears $S\ 02^{\circ}31'18''\ E$, for a distance of 213.42 feet to the **POINT OF BEGINNING**, containing 0.398 acres (17,324 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

05/03/2017
Date



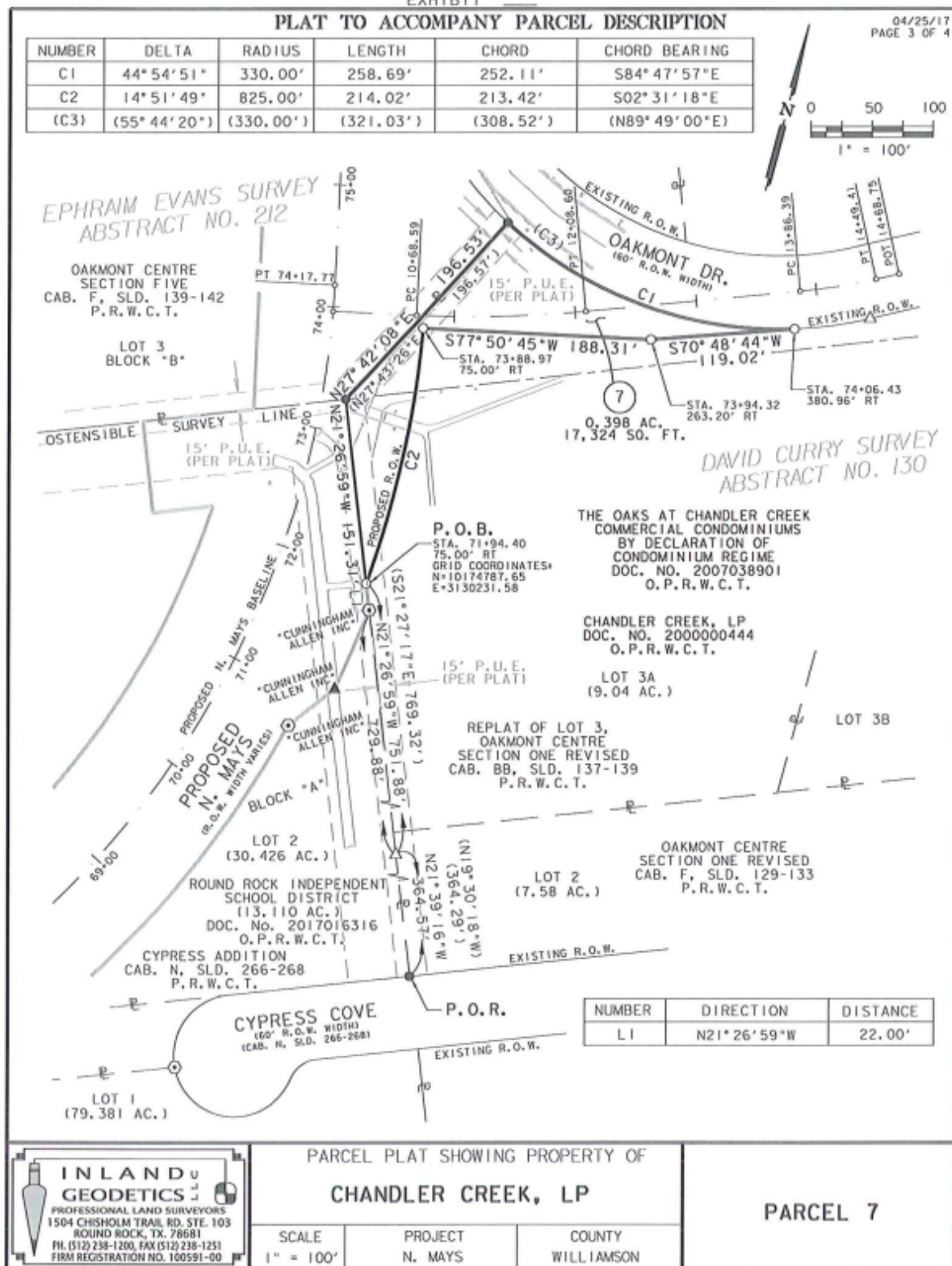
S:\LJAINMAYS EXT\PARCELS\PARCEL 7-OAKS AT CHANDLER CREEK-ROW-FINAL.doc

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	44° 54' 51"	330.00'	258.69'	252.11'	S84° 47' 57"E
C2	14° 51' 49"	825.00'	214.02'	213.42'	S02° 31' 18"E
(C3)	(55° 44' 20")	(330.00')	(321.03')	(308.52')	(N89° 49' 00"E)

04/25/17
PAGE 3 OF 4



S:\JLJ\JANUARYS EXT\PARCELS\PARCEL 7 OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS\OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS-REV.dgn

LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 4 OF 4

■	TXDOT TYPE I 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	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	MAG NAIL W/ WASHER FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	O.R.W.C.T.	OFFICIAL RECORDS
	STAMPED "WILCO-ROW-5050" SET	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
	(UNLESS NOTED OTHERWISE)	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. 17-293994-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 5, 2017, ISSUE DATE MARCH 10, 2017.

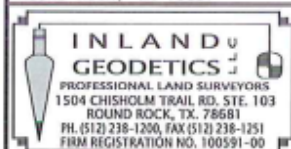
- I. RESTRICTIVE COVENANTS: CABINET F, SLIDE 129; CABINET BB, SLIDE 137; PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO(S). 2007038901, 2007038902, 2007072098, 2007095686, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10G. THE EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN CABINET F, SLIDES 129-133, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, 15' P.U.E ALONG WESTERLY LINE AFFECTS AS SHOWN.
- H. THE EASEMENT(S) AND/OR BUILDING LINE(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON MAP OR PLAT RECORDED IN CABINET BB, SLIDE 139, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, 15' P.U.E ALONG WESTERLY LINE AFFECTS AS SHOWN.
- I. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 299, PAGE 402, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ACROSS LOT 1 OF TRACT ON PLAT RECORDED IN CABINET F, SLIDES 129-133, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. JOINT ACCESS AGREEMENT BY AND BETWEEN OAKMONT CENTRE JOINT VENTURE AND KSP-ROUND ROCK, RECORDED IN VOLUME 1384, PAGE 626, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. JOINT ACCESS AGREEMENT BY AND BETWEEN OAKMONT CENTRE JOINT VENTURE AND KSP-ROUND ROCK, RECORDED IN VOLUME 1384, PAGE 641, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. EASEMENT CREATED IN INSTRUMENT TO ATMOS ENERGY CORPORATION, RECORDED IN DOCUMENT NO. 2006002468, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2006070311, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN DECLARATION OF CONDOMINIUM REGIME, RECORDED IN DOCUMENT NO. 2007038901, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO, INCLUDING BUT NOT LIMITED TO DOCUMENT NO. 2007038902, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IF APPLICABLE, SUBJECT TO.
- P. TERMS, CONDITIONS, STIPULATIONS, PROVISIONS, AND EASEMENTS CONTAINED IN THE AGREEMENT REGARDING MAINTENANCE OF DRAINAGE FACILITIES, BY AND BETWEEN CHANDLER CREEK, LP, A DELAWARE LIMITED PARTNERSHIP, AND THE OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUM COMMUNITY, INC., A TEXAS NON-PROFIT CORPORATION, RECORDED IN DOCUMENT NO. 2007095686, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IF APPLICABLE, SUBJECT TO.

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 05/03/2017
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



	ACRES	SQUARE FEET
ACQUISITION	0.398	17,324
CALC/DEED AREA	9.04	393,782
REMAINDER AREA	8.642	376,458



PARCEL PLAT SHOWING PROPERTY OF
CHANDLER CREEK, LP

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

PARCEL 7

S:\LJ\NAYS EXT\PARCELS\PARCEL 7 OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS\OAKS AT CHANDLER CREEK COMMERCIAL CONDOMINIUMS-REV.dgn