

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 1M

THIS REAL ESTATE CONTRACT ("Contract") is made by NORTH PALOMA LAKE DEVELOPMENT, INC., a Texas corporation (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 tracts of land described as follows:

A 0.728 acre (37,715 square foot) tract of land situated in the William Dunn Survey, Abstract No. 196 in Williamson County, Texas, being a portion of the remainder of that called 156.05 acre tract of land conveyed to North Paloma Lake Development, Inc. by instrument recorded in Document No. 2014004361 of the Official Public Records of Williamson County, Texas; said 0.728 acre (37,715 square foot) tract of land being more particularly described by metes and bounds and sketch in the survey notes and sketch attached hereto as Exhibit "A".

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit 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 and Additional Compensation

2.01. The Purchase Price for the Property shall be the sum of EIGHTY THOUSAND and 00/100 Dollars (\$80,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 10, 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 Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of

Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

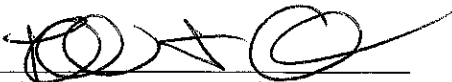
8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

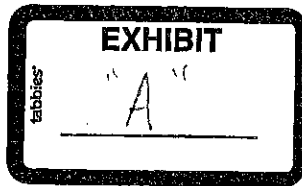
[signature pages follow]

SELLER:
NORTH PALOMA LAKE DEVELOPMENT, INC.

By: 
Blake J. Magee, President

Address: 1011 N. Lamar Blvd
Austin, Texas 78703

Date: 5/3/18



County: Williamson
Parcel: 1M PART 1
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 1M PART 1

DESCRIPTION OF A 0.728 ACRE (31,715 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 156.05 ACRE TRACT OF LAND (TRACT TWO) CONVEYED TO NORTH PALOMA LAKE DEVELOPMENT, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014004361 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.728 ACRE (31,715 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic surveyors cap stamped "RJ SURVEYING" found for an angle point in the northerly boundary line of that called 2.88 acre tract (Exhibit C-1), as described in instrument recorded in Document No. 2013000828 of the Official Public Records of Williamson County, Texas, conveyed to Nelson Homestead Family Partnership, LTD. by instrument recorded in Document No. 9824076 of the Official Records of Williamson County, Texas, also being an angle point in the southerly boundary line of said remainder of 156.05 acre tract;

THENCE, with the common boundary line of said 2.88 acre tract and of said remainder of 156.05 acre tract, N 80°14'09" E for a distance of 84.91 feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ SURVEYING" found (Grid Coordinates determined as N=10178994.03, E=3154666.13 TxSPC Zone 4203) set 109.72 feet left of proposed County Road (C.R.) 110 Baseline Station 209+09.27 for the southwesterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said 2.88 acre tract, through the interior said remainder of 156.05 acre tract, the following five (5) courses:

- 1) N 07°01'23" W for a distance of 124.25 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 99.55 feet left of proposed C.R. 110 Baseline Station 210+33.11, for an angle point;
- 2) N 02°53'56" E for a distance of 50.98 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 86.68 feet left of proposed C.R. 110 Baseline Station 210+82.44, for an angle point;
- 3) N 13°45'45" W for a distance of 37.61 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 88.02 feet left of proposed C.R. 110 Baseline Station 211+20.03, for an angle point;
- 4) N 04°14'47" W for a distance of 150.31 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R. 110 Baseline Station 212+70.00, for a point of curvature to the left;
- 5) along said curve to the left, having a delta angle of 01°47'14", a radius of 4932.00 feet, an arc length of 153.85 feet and a chord which bears N 13°24'24" W for a distance of 153.84 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R. 110 Baseline Station 214+25.97, being in the common boundary line of Lot 16, Block "ZZ", of the plat of Paloma Lake, Section 23B Subdivision, recorded in Document No. 2016027385 of the Official Public Records of Williamson County, Texas, and of said remainder of 156.05 acre tract;
- 6) THENCE, with the common boundary line of said remainder of 156.05 acre tract and said Lot 16, N 74°25'10" E at a distance of 2.65 feet pass a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found, being the southeasterly corner of said Lot 16, same being an angle point in the existing westerly ROW line of C.R. 110 (right-of-way width varies), departing said Lot 16, and continuing with the common boundary line of said remainder of 156.05 acre tract, and said existing ROW line, for a total distance of 29.73 feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found, for the northeast corner of the herein described tract;

THENCE, with the easterly boundary line of said remainder of 156.05 acre tract, and said existing westerly ROW line, the following two (2) courses:

- 7) S 16°12'35" E for a distance of 469.54 feet to a 1/2" iron rod found, for an angle point;

- 8) S 16°09'50" E for a distance of 51.27 feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found, being the southeasterly corner of said remainder of 156.05 acre tract, same being the northeasterly corner of said 2.88 acre tract, for the southeasterly corner of the herein described tract;
- 9) THENCE, departing said existing C.R. 110 ROW line, with the common boundary line of said remainder of 156.05 acre tract and said 2.88 acre tract, S 80°14'09" W for a distance of 107.19 feet to the POINT OF BEGINNING, containing 0.728 acres (31,715 square feet) of land, more or less.

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, M. Stephen Truesdale, 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.

M. Stephen Truesdale

26 June 2017

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

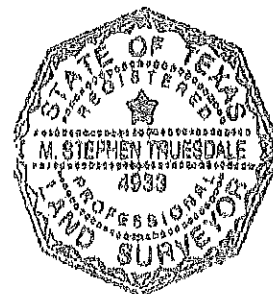
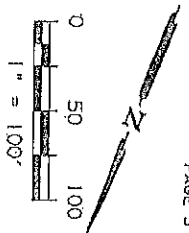


EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DIRECTION	DISTANCE
L1	N80°14'09"E	84.91'
L2	N02°53'56"E	50.98'
L3	N13°45'45"W	37.61'
L4	N74°25'10"E	27.08'
(L4)	(N77°18'35"E)	(27.09')
L5	S16°09'50"E	51.27'
(L5)	(S13°19'30"E)	(51.10')
L6	S80°14'09"W	107.19'



NELSON HOMESTEAD
FAMILY PARTNERSHIP, LTD.
DOC. NO. 9824076
O.R.W.C.T.
2.88 AC. EXHIBIT C-1
DOC. NO. 2013000628
O.P.R.W.C.T.

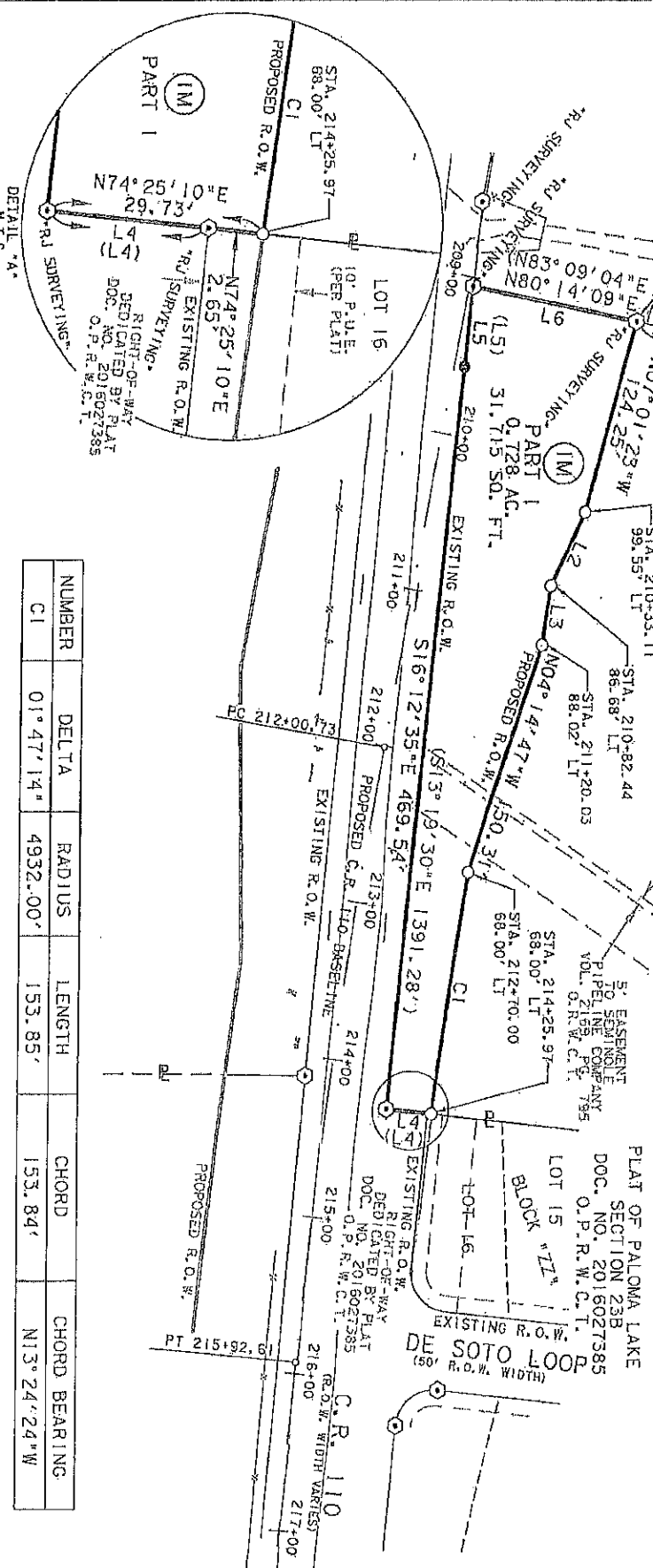
NORTH PALOMA LAKE
DEVELOPMENT, INC.
REMAINDER OF 156.05 AC.
TRACT TWO
DOC. NO. 2014004361
O.P.R.W.C.T.

P.O.B.
STA. 209+09.27
109.12' LT
GRID COORDINATES:
N=10178994.03
E=3154666.13

30' EASEMENT
TO SEWING
PIPELINE COMPANY
VOL. 2159 P. 735
O.R.W.C.T.

PLAT OF PALOMA LAKE
SECTION 23B
DOC. NO. 2016027385
O.P.R.W.C.T.

DE SOTO LOOP
EXISTING R.O.W.
R.O.W. WIDTH



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°47'14"	4932.00'	153.85'	153.84'	N13°24'24"W

PARCEL PLAT SHOWING PROPERTY OF
NORTH PALOMA LAKE
DEVELOPMENT, INC.

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

SCALE
1" = 100'

PROJECT
CR 110

COUNTY
WILLIAMSON

PARCEL IM
PART I

S:\AKIMLEY HORNOR 110\PARCELS\PARCEL IM-PALOMANOW\PARCEL PALOMA PART I\PALOMA-IM-PART I-REV.0917

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

EXHIBIT "A"

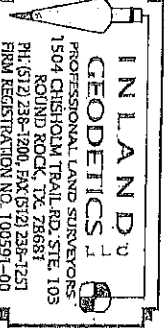
05/23/17
REV: 06/26/17
PAGE 4 OF 5

TXDOT TYPE	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	NOTES: 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
Δ	60/D NAIL FOUND	N.T.S. NOT TO SCALE
Δ	CALCULATED POINT	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-4933" SET (UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS
		OFFICIAL RECORDS
		WILLIAMSON COUNTY, TEXAS
		OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS
		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 using a combined surface adjustment factor of 1.00012.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1607091-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 10, 2016, ISSUE DATE MARCH 18, 2016.

- I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2013000628, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO IF APPLICABLE
- H. INCLUSION WITHIN THE PALOMA LAKE MUD NO. 1 & 2, SUBJECT TO.
- I. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET EASEMENT AFFECTS.
- J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 257, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 258, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. EASEMENT GRANTED TO THE BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT RECORDED IN VOLUME 465, PAGE 450, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



PARCEL PLAT SHOWING PROPERTY OF
NORTH PALOMA LAKE
DEVELOPMENT, INC.

SCALE
1" = 100'

PROJECT
CR 110

COUNTY
WILLIAMSON

PARCEL 1M
PART 1

SEE WILKINLEY HORNOR 110V PARCEL SPARCEL 1M-PALOMA FROM PARCEL PALOMA PART 1 PALOMA-1M-PART 1-REV. dgt

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/23/17
REV: 06/26/17
PAGE 5 OF 5

- M. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 651, PAGE 33, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- N. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENT IN VOLUME 840, PAGE 699, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER AFFECTED BY INSTRUMENTS RECORDED IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS AND 2014103708, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN AND SUBJECT TO, DOCUMENT NO. 2014064017, DOES NOT AFFECT.
- O. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 1002, PAGE 820, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- P. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY LLC BY INSTRUMENT IN DOCUMENT NO. 2015065570, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY LLC BY INSTRUMENT IN DOCUMENT NO. 2016017144, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

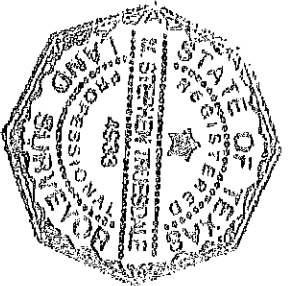
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION

M. Stephen Truesdale 26 June 2017

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

DATE:

LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX 78681
PH: (512) 236-1200; FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
**NORTH PALOMA LAKE
DEVELOPMENT, INC.**

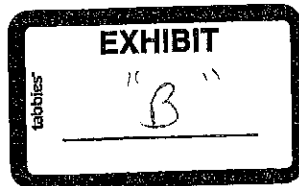
SCALE
1" = 100'

PROJECT
CR 110

COUNTY
WILLIAMSON

PARCEL IM
PART 1

	ACRES	SQUARE FEET
ACQUISITION	0.728	31,715
CALC/DEED AREA		
REMAINING AREA		



SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date to be Effective: _____, 2018

Grantor: NORTH PALOMA LAKE DEVELOPMENT, INC. a Texas Corporation

Grantor's Mailing Address:

1011 N. Lamar Blvd.
Austin, Travis County, Texas 78703-4991

Grantee: WILLIAMSON COUNTY, TEXAS

Grantee's Mailing Address:

710 Main Street
Georgetown, Williamson County, Texas 78626

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

A 0.728 acre (37,715 square foot) tract of land situated in the William Dunn Survey, Abstract No. 196 in Williamson County, Texas, being a portion of the remainder of that called 156.05 acre tract of land conveyed to North Paloma Lake Development, Inc. by instrument recorded in Document No. 2014004361 of the Official Public Records of Williamson County, Texas; said 0.728 acre (37,715 square foot) tract of land being more particularly described by metes and bounds and sketch in the survey notes and sketch attached hereto as Exhibit "A".

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any encroachments or overlapping of improvements; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Grantor:

North Paloma Lake Development, Inc.,
a Texas corporation

By: _____
Blake J. Magee, President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2018,
by Blake J. Magee, President of North Paloma Lake Development, Inc.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

EXHIBIT "A"

EXHIBIT ____

County: Williamson
Parcel: 1M PART 1
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 1M PART 1

DESCRIPTION OF A 0.728 ACRE (31,715 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 156.05 ACRE TRACT OF LAND (TRACT TWO) CONVEYED TO NORTH PALOMA LAKE DEVELOPMENT, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014004361 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.728 ACRE (31,715 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" Iron rod with plastic surveyors cap stamped "RJ SURVEYING" found for an angle point in the northerly boundary line of that called 2.88 acre tract (Exhibit C-1), as described in instrument recorded in Document No. 2013000628 of the Official Public Records of Williamson County, Texas, conveyed to Nelson Homestead Family Partnership, LTD. by instrument recorded in Document No. 9824076 of the Official Records of Williamson County, Texas, also being an angle point in the southerly boundary line of said remainder of 156.05 acre tract;

THENCE, with the common boundary line of said 2.88 acre tract and of said remainder of 156.05 acre tract, N 80°14'09" E for a distance of 84.91 feet to a 1/2" Iron rod with plastic surveyors cap stamped "RJ SURVEYING" found (Grid Coordinates determined as N=10178994.03, E=3154666.13 TxSPC Zone 4203) set 109.72 feet left of proposed County Road (C.R.) 110 Baseline Station 209+09.27 for the southwesterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said 2.88 acre tract, through the interior said remainder of 156.05 acre tract, the following five (5) courses:

- 1) N 07°01'23" W for a distance of 124.25 feet to a 1/2" Iron rod with aluminum cap stamped "WILCO ROW 4933" set 99.55 feet left of proposed C.R. 110 Baseline Station 210+33.11, for an angle point;
- 2) N 02°53'56" E for a distance of 50.98 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 86.68 feet left of proposed C.R. 110 Baseline Station 210+82.44, for an angle point;
- 3) N 13°45'45" W for a distance of 37.61 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 88.02 feet left of proposed C.R. 110 Baseline Station 211+20.03, for an angle point;
- 4) N 04°14'47" W for a distance of 150.31 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R. 110 Baseline Station 212+70.00, for a point of curvature to the left;
- 5) along said curve to the left, having a delta angle of 01°47'14", a radius of 4932.00 feet, an arc length of 153.85 feet and a chord which bears N 13°24'24" W for a distance of 153.84 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R. 110 Baseline Station 214+25.97, being in the common boundary line of Lot 16, Block "ZZ", of the plat of Paloma Lake, Section 23B Subdivision, recorded in Document No. 2016027385 of the Official Public Records of Williamson County, Texas, and of said remainder of 156.05 acre tract;
- 6) THENCE, with the common boundary line of said remainder of 156.05 acre tract and said Lot 16, N 74°25'10" E at a distance of 2.65 feet pass a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found, being the southeasterly corner of said Lot 16, same being an angle point in the existing westerly ROW line of C.R. 110 (right-of-way width varies), departing said Lot 16, and continuing with the common boundary line of said remainder of 156.05 acre tract, and said existing ROW line, for a total distance of 29.73 feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found, for the northeast corner of the herein described tract;

THENCE, with the easterly boundary line of said remainder of 156.05 acre tract, and said existing westerly ROW line, the following two (2) courses:

- 7) S 16°12'35" E for a distance of 469.54 feet to a 1/2" iron rod found, for an angle point;

- 8) S 16°09'50" E for a distance of 51.27 feet to a 1/2" Iron rod with plastic surveyors cap stamped "RJ Surveying" found, being the southeasterly corner of said remainder of 156.05 acre tract, same being the northeasterly corner of said 2.88 acre tract, for the southeasterly corner of the herein described tract;
- 9) THENCE, departing said existing C.R. 110 ROW line, with the common boundary line of said remainder of 156.05 acre tract and said 2.88 acre tract, S 80°14'09" W for a distance of 107.19 feet to the POINT OF BEGINNING, containing 0.728 acres (31,715 square feet) of land, more or less.

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, M. Stephen Truesdale, 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.

M. Stephen Truesdale

26 June 2017

Date

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78661



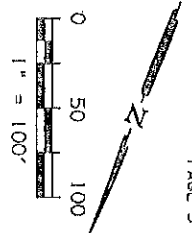
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

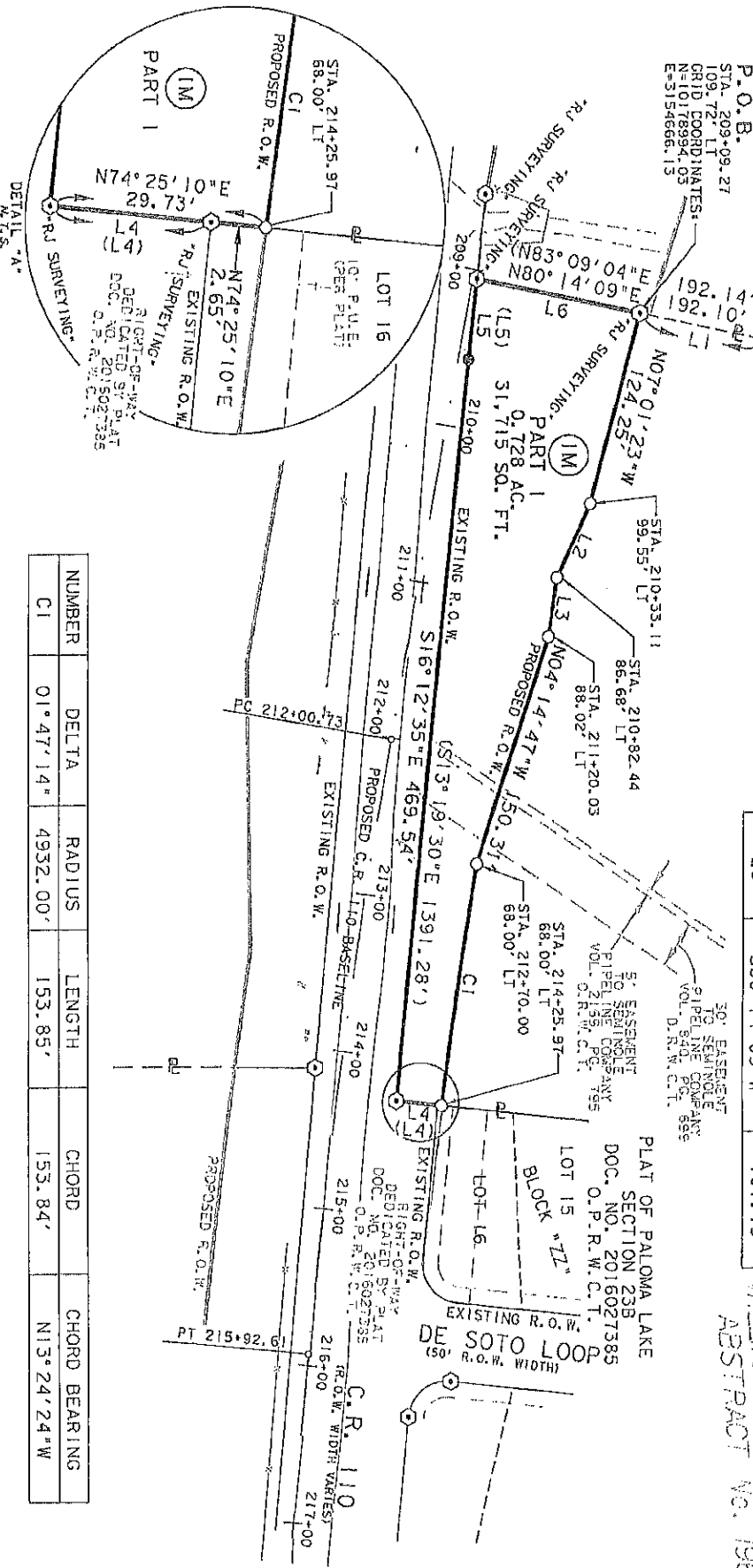
NUMBER	DIRECTION	DISTANCE
L1	N80°14'09"E	84.91'
L2	N02°53'56"E	50.98'
L3	N13°45'45"W	37.61'
L4	N74°25'10"E	27.08'
(L4)	(N77°18'35"E)	(27.09')
L5	S16°09'50"E	51.27'
(L5)	(S13°19'30"E)	(51.10')
L6	S80°14'09"W	107.19'

NELSON HOMESTEAD
FAMILY PARTNERSHIP, LTD.
DOC. NO. 9824076
O.R.W.C.T.
2.88 AC. EXHIBIT C-1
DOC. NO. 2013000628
O.P.R.W.C.T.

NORTH PALOMA LAKE
DEVELOPMENT, INC.
REMAINDER OF 156.05 AC.
TRACT TWO
DOC. NO. 2014004361
O.P.R.W.C.T.



WILLIAM DUNN SURVEY
ABSTRACT No. 196



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	01°47'14"	4932.00'	153.85'	153.84'	N13°24'24"W

PARCEL PLAT SHOWING PROPERTY OF
NORTH PALOMA LAKE
DEVELOPMENT, INC.

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD., STE. 105
ROUND ROCK, TX 78681
PH (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

SCALE
1" = 100'
PROJECT
CR 110
COUNTY
WILLIAMSON

PARCEL 1M
PART 1

S:\KIMLEY HORN\CR 110\PARCELS\PARCEL 1M-PALOMAN\FROM PARCEL\PALOMA PART 1\PALOMA-1M-PART 1-REV.DGN

PLAT TO ACCOMPANY PARCEL DESCRIPTION

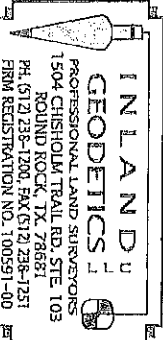
LEGEND

■	TXDOT 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	—/—	NOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
⊙	X CUT FOUND	P.O.R.	POINT OF REFERENCE
⊙	X CUT NAIL FOUND	N.T.S.	NOT TO SCALE
⊙	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS
⊙	Δ CALCULATED POINT	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
⊙	1/2" IRON ROD W/ ALUMINUM CAP	O.P.R.W.C.T.	OFFICIAL RECORDS
	STAMPED "WILCO-ROW-4933" SET	P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
	(UNLESS NOTED OTHERWISE)		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 using a combined surface adjustment factor of 1.00012.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1607091-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 10, 2016, ISSUE DATE MARCH 18, 2016.

- I. RESTRICTIVE COVENANTS: DOCUMENT NO. 2013000628, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO IF APPLICABLE
- H. INCLUSION WITHIN THE PALOMA LAKE MUD NO. 1 & 2, SUBJECT TO.
- I. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET EASEMENT AFFECTS.
- J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 257, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 258, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. EASEMENT GRANTED TO THE BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT RECORDED IN VOLUME 465, PAGE 450, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



PARCEL PLAT SHOWING PROPERTY OF
NORTH PALOMA LAKE
DEVELOPMENT, INC.

SCALE 1" = 100'
PROJECT OR 110
COUNTY WILLIAMSON

PARCEL 1M
PART 1

PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/23/17
REV: 06/26/17
PAGE 5 OF 5

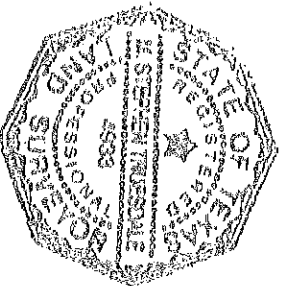
- M. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 651, PAGE 33, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- N. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENT IN VOLUME 840, PAGE 699, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER AFFECTED BY INSTRUMENTS RECORDED IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS AND 2014103708, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN AND SUBJECT TO, DOCUMENT NO. 2014064017, DOES NOT AFFECT.
- O. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 1002, PAGE 820, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- P. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY LLC BY INSTRUMENT IN DOCUMENT NO. 2015065570, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY LLC BY INSTRUMENT IN DOCUMENT NO. 2016017144, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4935

DATE: 26 June 2017

INLAND GEODETICS, LLC
LICENSED STATE LAND SURVEYOR
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



PARCEL PLAT SHOWING PROPERTY OF

NORTH PALOMA LAKE
DEVELOPMENT, INC.

SCALE
1" = 100'PROJECT
OR 110COUNTRY
WILLIAMSON

PARCEL 1M
PART 1

	ACRES	SQUARE FEET
ACQUISITION	0.728	31,715
CALC/DEED AREA		
REMAINING AREA		

