

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

RIGHT OF ENTRY AND POSSESSION  
(CR 110)

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

Recitals:

1. The undersigned (collectively, "Grantors") are the fee simple owners of the 0.177 acre (7,671 square foot) tract of land in Williamson County, Texas, that is more fully described by metes and bounds in Exhibit "A" and the 0.443 acre (19,301 square foot) tract of land in Williamson County, Texas, that is more fully described by metes and bounds in Exhibit "B" (collectively, the "Property").

2. Williamson County, Texas (the "County") has advised Grantors that it intends to acquire the Property, through purchase under threat of condemnation or, if Grantors and the County are unable to agree on the terms of a purchase, through condemnation.

3. The County has advised Grantors that it must have possession of the Property by October 1, 2018 to initiate construction of improvements to County Road 110 within the Property (the "Project Improvement").

4. As an accommodation to the County, Grantors are willing, pursuant to the terms of this Agreement, to allow the County to take possession of the Property and to construct the Project Improvement prior to the County's acquisition of the Property through purchase under threat of condemnation or condemnation.

Agreement:

Therefore, Grantors and the County agree as follows:

1. Right of Entry. Upon (a)(i) full execution of this Agreement; and (ii) the County's payment to Grantors of the sum of \$1,000 (the "Deposit"); and (b) subject to the terms of this Agreement, the County and its contractors and assignees may enter onto and have possession of the Property for the purpose of surveying, conducting site review and analysis, permitting, and actual construction of the Project Improvement within the Property prior to the County's acquisition of the Property through purchase under threat of condemnation or condemnation.

2. The County's Rights. Subject to the terms of and except as otherwise provided in this Agreement, the County will have the full exclusive right to use the Property, including the right to clear trees and vegetation; to fill and grade; and to construct the Project Improvement. The County must confine its work to the Property and may not use or enter any surrounding property of Grantors (the "Remainder") for access or any other purpose.

3. The County's Obligations and Agreements: Liability Insurance.

(a) The County, to the extent allowed by law will be responsible, to the exclusion of any such responsibility of Grantors, for any property damage, including environmental liability, and personal injury or death arising out of or connected to its activities in or on the Property and the Property, as determined by a court of competent jurisdiction.

(b) Prior to the initiation of any work on the Property, the County will require each of its contractors and assignees for the Project Improvement (each, a “Contractor”) to obtain, and maintain in full force and effect at all times during which such Contractor is performing work on or within the Property, a policy or policies of insurance in the form, content and amounts set forth on the attached Exhibit “C”, which will name Grantors as additional insureds. This liability insurance will provide that it may not be canceled without at least 30 days’ written notice to Grantors and a certificate of insurance, confirming the required coverage, must be provided to Grantors prior to the Contractor in question entering upon or commencing any construction activity on or within the Property.

(c) The County agrees to acquire fee title (and not an easement) to the Property.

(d) The County agrees to relocate any existing fencing that is removed or damaged as a result of the Project Improvement to the new boundary between the Property and the Remainder at the County’s sole expense.

(e) The County will be responsible for maintenance of the Property, including any required mowing within the 0.443 acre tract described on Exhibit “B”, from and after the date of this Agreement.

4. Reservation of Grantors’ Rights. This Agreement will not prejudice, in any way, Grantors’ right to receive full and just compensation for the Property, including any improvements thereon, and for any damage to the Remainder. By entering into this Agreement, Grantors do not waive any legal rights, causes of action, claims, demands or defenses under the Constitution of the United States, the Constitution and statutes of the State of Texas, the common law or any other provision of law or equity that Grantors may have in connection with the County’s exercise of its power of eminent domain, including Grantors’ right to contest procedural issues and Grantors’ rights relating to damages to and compensation for the Remainder. Grantors expressly reserve, and do not waive, any claim Grantors may have for damages if any activity permitted under this Agreement affects or creates a situation or condition that is detrimental to the value of the Remainder. Grantors reserve the right to challenge, contest or appeal any aspect of the proceedings for acquisition, excluding only the County’s authority to condemn. Neither Grantors nor the County waives any of their legal rights, including any right to appeal or otherwise complain of any award by the Special Commissioners or a court of competent jurisdiction. Grantors expressly reserve fee title (including the mineral estate) to the Property. The rights and privileges granted by this Agreement will automatically terminate upon the closing of the sale of the Property to the County, or the rendition of a final judgment in condemnation by a court of competent jurisdiction; provided, however, that the insurance and liability provisions of this Agreement will survive any such closing, sale or conveyance as to any liability or claim relating to or arising out of any occurrence prior to such conveyance or rendition.

5. Good Faith Negotiation. The County agrees to negotiate with Grantors in good faith with respect to the value of the Property, the damage to the Remainder and any related issues. If the parties fail to reach an agreement within 60 days from the date of this Agreement, Grantors may, by written notice to County at any time thereafter, require the County to proceed with condemnation and schedule a hearing at the earliest practical time.

6. Date of Taking. For negotiation or condemnation purposes, Grantors and the County agree to and hereby designate the date of taking (on which the value of the Property is to be determined, and any damages to the Remainder are to be assessed) as the date of closing on the Property or the date

any award rendered by the Special Commissioners is deposited by the County in the registry of the court, whichever is applicable.

7. Deposit of Award: Effect of Agreement. The County agrees to deposit the balance of any award of the Special Commissioners, after application of the credit for the Deposit, in the registry of the court within the time required to make such deposit in accordance with applicable State law governing possession in a statutory eminent domain case. The provisions of this Agreement will survive the termination of any purchase agreement between Grantors and the County governing the County's purchase of the Property and the institution of any condemnation proceedings by the County. This Agreement will terminate upon (a) closing of any negotiated sale of the Property, or (b) 30 days after the filing of a Special Commissioners' award covering the Property and damages to the Remainder unless the County deposits the Special Commissioners' award in accordance with Texas law governing possession in a statutory eminent domain case by such date.

8. Authority. The parties each represent and warrant to the other that the signatories to this Agreement have the requisite power and authority to enter into this Agreement, to perform their respective obligations hereunder, and to complete the transactions contemplated by this Agreement. The parties have each taken all action, corporate and otherwise, necessary to authorize the execution and delivery of this Agreement and the performance of their respective obligations under this Agreement and to complete the transactions contemplated hereby.

9. Binding Effect. This Agreement will be binding upon the heirs, devisees, executors, administrators, legal representatives, successors, assigns, contractors and subcontractors of each of the parties.

10. Execution: Counterparts. This Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement, the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument. A facsimile signature or electronic signature will be deemed to constitute an original signature, and will have the same force or effect.

Executed to be effective on \_\_\_\_\_, 2018.

*(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)*

**GRANTORS:**

PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1

By: \_\_\_\_\_

Larry Hanrahan, Assistant Secretary  
and Authorized Subcommittee Member,  
Board of Directors

THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018 by  
Larry Hanrahan, Assistant Secretary and Authorized Subcommittee Member of Paloma Lake Municipal  
Utility District No. 1, a political subdivision of the State of Texas, on behalf of said District.

(seal)

\_\_\_\_\_  
Notary Public Signature

PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2

By: \_\_\_\_\_

Chris Blackburn, Secretary  
and Authorized Subcommittee Member,  
Board of Directors

THE STATE OF TEXAS       §

COUNTY OF TRAVIS       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by  
Chris Blackburn, Secretary and Authorized Subcommittee Member of Paloma Lake Municipal Utility  
District No. 2, a political subdivision of the State of Texas, on behalf of said District.

(seal)

\_\_\_\_\_  
Notary Public Signature

ACCEPTED AND AGREED TO BY:

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018 by  
\_\_\_\_\_, \_\_\_\_\_ of the Williamson County, Texas, a  
\_\_\_\_\_, on behalf of the County.

(seal)

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT A

County: Williamson  
Parcel : 1M PART 6  
Highway: County Road 110

**PROPERTY DESCRIPTION FOR PARCEL 1M PART 6**

DESCRIPTION OF A 0.177 ACRE (7,671 SQUARE FOOT) TRACT OF LAND SITUATED IN HENRY MILLARD SURVEY, ABSTRACT NO. 452 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 0.177 ACRE (7,671 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, being an angle point in the northwest corner of Lot 2 of the Plat of Paloma Lake Section 24 subdivision recorded in Document No. 2016036756 of the official Public Records of Williamson County, Texas, same being the northeast corner of Lot 3 of said subdivision, also being an angle point in the easterly boundary line of said 156.05 acre tract;

**THENCE**, with the common boundary line of said Lot 2 and in part the northerly boundary line of Lot 1 of said subdivision, and said remainder of the 156.05 acre tract, N 68°36'01" E for a distance of 69.89 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10181380.67, E=3153964.88 (TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 234+16.79, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing said Lot 1, through the interior of said remainder of the 156.05 acre tract, the following three (3) courses:

- 1) N 21°24'44" W for a distance of 23.18 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 234+39.97, for a point of curvature to the left;
- 2) along said curve to the left, having a delta angle of 02°38'15", a radius of 4932.00 feet, an arc length of 227.04 feet and a chord which bears N 22°43'52" W for a distance of 227.02 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 236+70.15, for a point of tangency;
- 3) N 24°02'59" W for a distance of 185.69 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 238+55.83, being in the northerly boundary line of said remainder of the 156.05 acre tract, also being in the southerly boundary line of that called 6.31 acre tract of land (Exhibit C-3) 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, for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic surveyors cap stamped "RJ" found, for an angle point in said common boundary line bears S 68°04'16" W at a distance of 106.64 feet;
- 4) **THENCE**, with the common boundary line of said remainder of the 156.05 acre tract and said 6.31 acre tract, N 68°04'16" E for a distance of 21.72 feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found in the existing westerly Right-of-Way (ROW) line of C.R. 110 (variable width ROW), being the southeasterly corner of said 6.31 acre tract, same being the northeasterly corner of said remainder of the 156.05 acre tract, for the northeasterly corner of the herein described tract;

**THENCE**, departing said 6.31 acre boundary line, with the easterly boundary line of said remainder of the 156.05 acre tract and said existing westerly ROW line, the following two (2) courses:

- 5) S 22°38'53" E for a distance of 435.94 feet to a calculated angle point, for the southeast corner of the herein described tract;
- 6) N 68°36'01" E for a distance of 12.59 feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found being the northeast corner of said Lot 1;
- 7) THENCE, departing said existing C.R. 110 ROW line, with the common boundary line of said remainder of the 156.05 acre tract and said Lot 1, S 68°36'01" W for a distance of 4.76 feet to the POINT OF BEGINNING, containing 0.177 acres (7,671 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, 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*

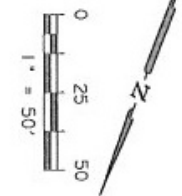
*26 June 2017*  
Date

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 78681





100  
 90  
 80  
 70  
 60  
 50  
 40  
 30  
 20  
 10  
 0



| NUMBER | DIRECTION     | DISTANCE  |
|--------|---------------|-----------|
| L1     | N21°24'44"W   | 23.18'    |
| L2     | N68°04'16"E   | 21.72'    |
| (L3)   | (S17°43'50"E) | (651.59') |

| NUMBER | DELTA     | RADIUS   | LENGTH  | CHORD   | CHORD BEARING |
|--------|-----------|----------|---------|---------|---------------|
| C1     | 02°38'15" | 4932.00' | 227.04' | 227.02' | N22°43'52"W   |

**INLAND  
GEODETICS**

PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL, RD. STE. 103  
DENTON, TEX. 76205  
PH. (512) 223-1200, FAX (512) 236-1251  
FIRM REGISTRATION NO. 100351-00

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

SCALE  
1" = 50'

PROJECT  
CR 110COUNTY  
WILLIAMSONPARCEL 1M  
PART 6

S:\\*KIMLEY HORN\CR 110\PARCELS\PARCEL 1M-PALOMA\ROW PARCEL\PALOMA 1M PART 6\PALOMA-1M-PART 6.dgn

# EXHIBIT "A"

## LEGEND

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/12/16  
REV: 06/26/17  
PAGE 4 OF 5

| TXDOT TYPE                        | CONCRETE MONUMENT FOUND | CENTER LINE  | PROPERTY LINE            |
|-----------------------------------|-------------------------|--------------|--------------------------|
| * FENCE CORNER POST FOUND         |                         | ( )          | RECORD INFORMATION       |
| 1/2" IRON ROD FOUND UNLESS NOTED  |                         | N            | LINE BREAK               |
| 1/2" IRON ROD FOUND W/PLASTIC CAP |                         | P.O.B.       | DENOTES COMMON OWNERSHIP |
| COTTON GIN SPINDLE FOUND          |                         | P.O.R.       | POINT OF BEGINNING       |
| 1/2" IRON PIPE FOUND UNLESS NOTED |                         | N.T.S.       | POINT OF REFERENCE       |
| X X CUT FOUND                     |                         | D.R.W.C.T.   | NOT TO SCALE             |
| 60/0 NAIL FOUND                   |                         | O.R.W.C.T.   | DEED RECORDS             |
| CALCULATED POINT                  |                         | O.P.R.W.C.T. | WILLIAMSON COUNTY, TEXAS |
| 1/2" IRON ROD W/ ALUMINUM CAP     |                         | P.R.W.C.T.   | OFFICIAL RECORDS         |
| STAMPED "WILCO-ROW" SET           |                         |              | 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 OF NO. 16070911-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.

**INLAND**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHURCHILL TRAIL RD. STE. 103  
ROUND ROCK, TX, 76681  
PH (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

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

SCALE 1" = 50'

PROJECT CR 110

COUNTY WILLIAMSON

**PARCEL 1M  
PART 6**

S:\KIMLEY HORN\CR 110\PARCELS\PARCEL 1M-PALOMA-ROW PARCEL\PALOMA 1M PART 6\PALOMA-1M-PART 6.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/12/16  
REV: 06/26/17  
PAGE 5 OF 5

- M. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 651, PAGE 35, 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 DOCUMENT NO(S) 2014064017 AND 2014103708, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO 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, AFFECTS AS SHOWN.
- 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, AFFECTS AS SHOWN.

*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



| ACQUISITION    | ADRES | SQUARE FEET |
|----------------|-------|-------------|
| 0.177          |       | 7,671       |
| CALC/DEED AREA |       |             |
| REMAINING AREA |       |             |



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

SCALE 1" = 50'

PROJECT CR 110

COUNTY WILLIAMSON

PARCEL 1M  
PART 6

S:\KINLEY HORN\CR 110\PARCELS\PARCEL 1M-PALOMA\ROW PARCEL\PALOMA 1M PART 6\PALOMA-1M-PART 6.dgn

## EXHIBIT "B"

Page 1 of 4  
Revised 12/02/15

EXHIBIT \_\_\_\_\_

County: Williamson  
Parcel : 1M-E  
Highway: County Road 110

### PROPERTY DESCRIPTION FOR PARCEL 1M-E

DESCRIPTION OF A 0.443 ACRE (19,301 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION 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 0.443 ACRE (19,301 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10181781.17, E=3153793.04 TxsPC Zone 4203) set, 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 238+55.83 in the proposed westerly Right-of-Way (ROW) line of C.R. 110 (variable width ROW), same being in the common boundary line of said 156.05 acre tract and that called 6.31 acre tract (Exhibit C-3) as described in instrument recorded in Document No. 2013000628 of the Official Public Records of Williamson County, Texas, and conveyed to Nelson Homestead Family Partnership, LTD. by instrument recorded in Document No. 9824076 of the Official Records of Williamson County, Texas, for the northeasterly corner of the herein described tract, and from which a 1/2" iron rod with plastic surveyors cap stamped "RJ SURVEYING" found in the existing westerly ROW line of C.R. 110 (variable width ROW), being the northeast corner of said 156.05 acre tract, same being the southeasterly corner of said 6.31 acre tract, bears S 68°04'16" W at a distance of 21.72 feet;

**THENCE**, departing said 6.31 acre tract, through the interior of said 156.05 acre tract, with the proposed westerly ROW line of said C.R. 110 the following three (3) courses:

- 1) S 24°02'59" E for a distance of 185.69 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 236+70.15, for a point of curvature to the right;
- 2) along said curve to the right, having a delta angle of 02°38'15", a radius of 4932.00 feet, an arc length of 227.04 feet and a chord which bears S 22°43'52" E for a distance of 227.02 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 234+39.97, for a point of tangency;
- 3) S 21°24'44" E for a distance of 16.39 feet to a calculated point, for the most southeasterly corner of the herein described tract;

**THENCE**, departing the proposed westerly ROW line of said C.R. 110, continuing through the interior of said 156.05 acre tract the following four (4) courses:

- 4) S 68°35'16" W for a distance of 45.00 feet to a calculated point, for the most southwesterly corner of the herein described tract;
- 5) N 21°24'44" W for a distance of 16.39 feet to a calculated point, for a point of curvature to the left;
- 6) along said curve to the left, having a delta angle of 02°38'15", a radius of 4887.00 feet, an arc length of 224.97 feet and a chord which bears N 22°43'52" W for a distance of 224.95 feet to a calculated point, for a point of tangency;
- 7) N 24°02'59" W for a distance of 187.35 feet to a calculated point, being said common boundary line of the 156.05 acre tract and the 6.31 acre tract, for the most northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic surveyors cap stamped "RJ SURVEYING" found, for an angle point in said common boundary line bears S 68°04'16" W at a distance of 51.97 feet;

- 8) **THENCE**, with said common boundary line of the 156.05 acre tract and the 6.31 acre tract, **N 68°04'16" E** for a distance of **45.03** feet to the **POINT OF BEGINNING**, containing 0.443 acres (19,301 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, 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*  
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

*2 DEC 2015*



S:\\_KIMLEY HORN\CR 110\PARCELS\PARCEL 1M-E-NORTH PALOMA LAKE DEVELOPMENT, LTD. 0.443 AC. EASE TRACT

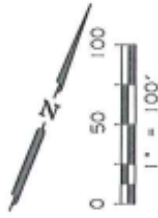


EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REVISED 12/01/15  
PAGE 3 OF 4

HENRY MILLARD SURVEY  
ABSTRACT No. 452



| NUMBER | DELTA       | RADIUS   | LENGTH  | CHORD   | CHORD BEARING  |
|--------|-------------|----------|---------|---------|----------------|
| C1     | 02° 38' 15" | 4932.00' | 227.04' | 227.02' | S22° 43' 52" E |
| C2     | 02° 38' 15" | 4887.00' | 224.97' | 224.95' | N22° 43' 52" W |

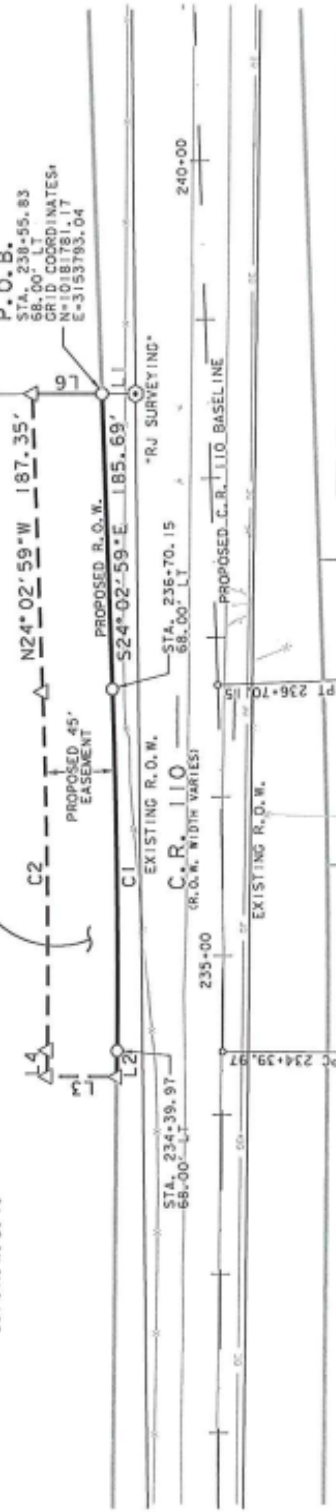
NELSON HOMESTEAD  
FAMILY PARTNERSHIP, LTD.  
DOC. NO. 9824076  
O.P.R.W.C.T.  
DESCRIBED IN  
6.31 AC. EXHIBIT C-3  
DOC. NO. 201300628  
O.P.R.W.C.T.

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

(IM-E)

0.443 AC. FT.  
19,301 SQ. FT.

P.O.B.  
STA. 230+55.83  
S6° 00' 00" E  
GR. D. COORDINATES  
N=10181781.17  
E=3153783.04



| NUMBER | DIRECTION      | DISTANCE |
|--------|----------------|----------|
| L1     | S68° 04' 16" W | 21.72'   |
| L2     | S21° 24' 44" E | 16.39'   |
| L3     | S68° 35' 16" W | 45.00'   |
| L4     | N21° 24' 44" W | 16.39'   |
| L5     | S68° 04' 16" W | 51.97'   |
| L6     | N68° 04' 16" E | 45.03'   |

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

SCALE  
1" = 100'

PROJECT  
CR 110

COUNTY  
WILLIAMSON

PARCEL IM-E

INLAND  
GEODETICS, L.P.  
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

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REVISED: 12/01/15  
PAGE 4 OF 4

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             | —   | LINE BREAK         |
| ⊙ | 1/2" IRON PIPE FOUND UNLESS NOTED    | —   | LINE BREAK         |
| × | X CUT FOUND                          | —   | LINE BREAK         |
| ▲ | 60/D NAIL FOUND                      | —   | LINE BREAK         |
| △ | CALCULATED POINT                     | —   | LINE BREAK         |
| ○ | 1/2" IRON ROD W/ ALUMINUM CAP        | —   | LINE BREAK         |
|   | STAMPED "WILCO-ROW" SET              | —   | LINE BREAK         |
|   | (UNLESS NOTED OTHERWISE)             | —   | LINE BREAK         |

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* 2 DEC 2015  
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 78681



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

COUNTY  
WILLIAMSON

PROJECT  
CR 110

SCALE  
1" = 100'

PARCEL 1M-E

## EXHIBIT "C"

### Insurance Requirements

- (a) Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to Grantors' liability insurance of not less than \$500,000 for each accident, \$500,000 disease—each employee, \$500,000 disease-policy limit.
- (b) Commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, fully insuring Contractor's (or subcontractor's) liability for injury to or death, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

|                                  |             |
|----------------------------------|-------------|
| General Aggregate                | \$1,000,000 |
| Operations Aggregate             | \$1,000,000 |
| Personal and Advertising Injury  | \$600,000   |
| Each Occurrence                  | \$600,000   |
| Fire Damage (any one fire)       | \$50,000    |
| Medical Expense (any one person) | \$5,000     |

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Project Improvement.

- (c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident) and \$100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

### Policy Endorsements and Special Conditions

- (a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:
  - (1) name Grantors as an additional insureds as to all applicable coverage;
  - (2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to Grantors by certified mail;
  - (3) the term "Grantors" shall include Grantors and directors, officers and consultants



thereof in their official capacities, and/or while acting on behalf of Grantors;

(4) the policy phrase “other insurance” shall not apply to Grantors where the Grantors are additional insureds on the policy; and

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:

(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor;

(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and

(3) all liability policies required herein shall be written with an “occurrence” basis coverage trigger.

(c) Contractor must agree to the following:

(1) To waive subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against Grantors, it being the intention that the insurance policies shall be primary coverage for all losses covered by the policies;

(2) companies issuing the insurance policies and Contractor shall have no recourse against Grantors for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

(3) approval, disapproval or failure to act by Grantors regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and

(4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under this Agreement may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The County shall furnish Grantors with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by this Agreement.