

REAL ESTATE CONTRACT
County Road 110M

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1 and PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2** (collectively, referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

All of that certain 0.626 acre (27,277 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas, more fully described by metes and bounds in **Exhibit "A"**, attached hereto and incorporated herein (**Parcel 1M Part 6**)

together with all and singular the rights and appurtenances pertaining to the property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The total Purchase Price for the Property described in **Exhibit "A"**, any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of THREE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$3,500.00).

Pursuant to the terms of that certain Right of Entry and Possession Agreement previously entered into between the parties, and which is recorded as Document No. 2018103828 of the Official Records of Williamson County (the "Right of Entry"), Purchaser has paid to seller a deposit amount of \$1,000, which is to be credited against any final purchase price or condemnation judgment paid for the Property. Therefore, the amount now due and owing from Purchaser for completion of the transaction as set out in this Contract is the sum of **TWO THOUSAND FIVE HUNDRED and 00/100 Dollars (\$2,500.00)**.

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

Inspection

3.03. Purchaser acknowledges that Seller is providing Purchaser with an opportunity to thoroughly inspect the Property prior to Closing or all purposes, including any concerns with respect to any past, current or future violation of environmental laws or with respect to the presence, either now or in the past, of any hazardous substances at the Property.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES**

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

PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF ASSETS SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER HAS OR WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING SHALL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR

NATURE, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER, EXCEPT THOSE EXPRESSLY INDICATED IN THIS CONTRACT. PURCHASER HEREBY AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS ARTICLE IV SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (the "Title Company") or another title company of Purchaser's choosing, on or before _____, 2019 or at such time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing, Seller shall deliver to Purchaser a duly executed and acknowledged Deed in the form attached as **Exhibit "B"** conveying good and indefeasible title in fee simple to all of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price;
- (b) Pay the costs of Closing as required by this Contract.

Prorations

5.04. The obligations to pay general real estate taxes for the then current year relating to the Property shall be assumed by Purchaser at the Closing. Agricultural roll-back taxes, if any, shall be assumed by Purchaser.

Closing Costs

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

- (1) Owner's Title Policy (including the base premium and the cost of all endorsements and special elective coverages) and survey to be paid by Purchaser.
- (2) Deed (including recording costs), 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 as incurred 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 enforce specific performance of this Contract.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to enforce specific performance of this Contract.

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; Total Agreement; Modification

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

This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, except the Right of Entry. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract. This Contract may not be modified or amended, except by an agreement in writing signed by both the Seller and the Purchaser.

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 except the Right of Entry.

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.

No Recordation

8.08. Seller and Purchaser hereby acknowledge that neither this Contract nor any memorandum or affidavit thereof shall be recorded of public record in the county where the Property is located or any other county in Texas.

Compliance

8.09. In accordance with the requirements of Section 1101.555 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.

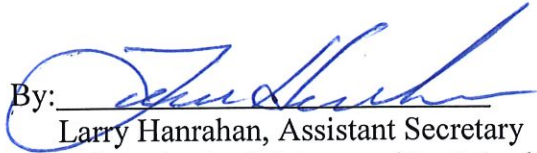
Exhibits

8.12. The following Exhibits are attached hereto:

- Exhibit "A": Property metes and bounds legal description
- Exhibit "B": Agreed Deed Form

SELLER:

PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1

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

Address: c/o Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

Date: 4/10/19

PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2

By: _____
Chris Blackburn, Secretary and
Authorized Subcommittee Member,
Board of Directors

Address: c/o Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

Date: _____

SELLER:

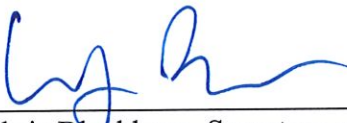
PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1

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

Address: c/o Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

Date: _____

PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2

By:  _____
Chris Blackburn, Secretary and
Authorized Subcommittee Member,
Board of Directors

Address: c/o Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

Date: 4/10/19 _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell
County Judge

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

Date: _____

EXHIBIT "A"

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06\26\2017
REV: 10\05\2018

EXHIBIT _____

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

PROPERTY DESCRIPTION FOR PARCEL 1M PART 6

DESCRIPTION OF A 0.626 ACRE (27,277 SQUARE FOOT) TRACT OF LAND SITUATED IN HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 44.149 ACRE TRACT OF LAND IN WARRANTY DEED TO PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1 AND PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2 BY INSTRUMENT RECORDED IN DOCUMENT NO. 2016065602 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.626 ACRE (27,277 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 southerly boundary line of said 44.149 acre tract;

THENCE, with the common boundary line of said Lot 2 and the southerly boundary line of said 44.149 acre tract, N 68°36'01" E for a distance of 24.89 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10181364.26, E=3153922.99 (TxSPC Zone 4203) set 113.00 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 2, through the interior of said 44.149 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 113.00 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 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 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 113.00 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 187.35 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 113.00 feet left of proposed C.R. 110 Baseline Station 238+57.50, being in the northerly boundary line of said 44.149 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 Surveying" found, for an angle point in said common boundary line bears S 68°04'16" W at a distance of 61.61 feet;
- 4) THENCE, with the common boundary line of said 44.149 acre tract and said 6.31 acre tract, N 68°04'16" E for a distance of 66.75 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 44.149 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 44.149 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) S 68°36'01" W 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 44.149 acre tract and said Lot 1, and in part said Lot 2, S 68°36'01" W, at a distance of 4.76 pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 234+16.79, and continuing for a total distance of 49.76 feet to the POINT OF BEGINNING, containing 0.626 acres (27,277 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 §

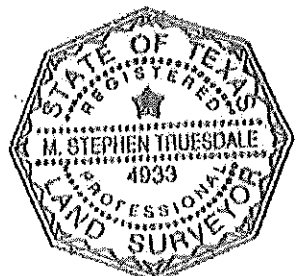
That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

10 OCT 2018

 Date



LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/12/16
REV: 10/05/18
PAGE 4 OF 5

| | | | |
|---|--|---|--|
| ■ | TXDOT TYPE I CONCRETE MONUMENT FOUND | ε | CENTER LINE |
| ✱ | FENCE CORNER POST FOUND | ε | PROPERTY LINE RECORD INFORMATION |
| ⊙ | 1/2" IRON ROD FOUND UNLESS NOTED | — | LINE BREAK |
| ⊙ | 1/2" IRON ROD FOUND W/PLASTIC CAP | — | DENOTES COMMON OWNERSHIP POINT OF BEGINNING |
| ⊙ | COTTON GIN SPINDLE FOUND | — | P.O.B. POINT OF BEGINNING |
| ⊙ | 1/2" IRON PIPE FOUND UNLESS NOTED | — | N.T.S. NOT TO SCALE |
| X | X CUT FOUND | | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| ▲ | 60/D NAIL FOUND | | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| Δ | CALCULATED POINT | | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| ○ | 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE) | | 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. 1839886-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 20, 2018, ISSUE DATE SEPTEMBER 28, 2018.

1. 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 239, 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 CHRISTOLM TRAIL RD. STE. 103
ROUND ROCK, TX 78681
PH: (512) 228-1200, FAX: (512) 228-1251
FROM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1
AND PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2

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 6-100418.dgn

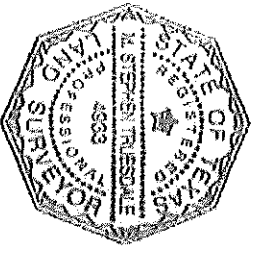
PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/12/18
REV: 10/05/18
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 DOCUMENT NO(S) 2014084017 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.
- S. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN UTILITY CONSTRUCTION AGREEMENT AS EVIDENCED BY DEED RECORDED IN DOCUMENT NO. 2016065602, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHRISPOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

M. Stephen Truesdale
DATE: 10 OCT 2018



| | ACRES | SQUARE FEET |
|----------------|--------|-------------|
| ACQUISITION | 0.626 | 27,277 |
| CALC/DEED AREA | 44.149 | 1,923,130 |
| REMAINING AREA | 43.523 | 1,895,853 |

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHRISPOLM 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
**PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1
AND PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2**

SCALE: 1" = 50'
PROJECT: OR 110
COUNTY: WILLIAMSON

**PARCEL 1M
PART 6**

S:\KIMLEY HORN\CR 110\PARCELS\PARCEL 1M-PALOMAVROW PARCEL\PALOMA 1M PART 6\PALOMA-1M-PART 6-100418.dgn

EXHIBIT "B"

EXHIBIT "A"

Page 1 of 5
06/26/2017
REV: 10/05/2018

EXHIBIT _____

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

PROPERTY DESCRIPTION FOR PARCEL 1M PART 6

DESCRIPTION OF A 0.626 ACRE (27,277 SQUARE FOOT) TRACT OF LAND SITUATED IN HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 44.149 ACRE TRACT OF LAND IN WARRANTY DEED TO PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1 AND PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2 BY INSTRUMENT RECORDED IN DOCUMENT NO. 2016065602 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.626 ACRE (27,277 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 southerly boundary line of said 44.149 acre tract;

THENCE, with the common boundary line of said Lot 2 and the southerly boundary line of said 44.149 acre tract, N 68°36'01" E for a distance of 24.89 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10181364.26, E=3163922.99 (TxSPC Zone 4203) set 113.00 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 2, through the interior of said 44.149 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 113.00 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 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 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 113.00 feet left of proposed C.R. 110 Baseline Station 236+70.16, for a point of tangency;
- 3) N 24°02'59" W for a distance of 187.35 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 113.00 feet left of proposed C.R. 110 Baseline Station 238+57.50, being in the northerly boundary line of said 44.149 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 Surveying" found, for an angle point in said common boundary line bears S 68°04'16" W at a distance of 61.61 feet;
- 4) **THENCE**, with the common boundary line of said 44.149 acre tract and said 6.31 acre tract, N 68°04'16" E for a distance of 66.75 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 44.149 acre tract, for the northeasterly corner of the herein described tract;

{W0876731.1}

Exhibit "A" - Page 1 of 5

{W0873110.2}

Exhibit "B" - Page 5 of 9

THENCE, departing said 6.31 acre boundary line, with the easterly boundary line of said 44.149 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) S 68°36'01" W for a distance of 12.59 feet to a 1/2" iron rod with plastic surveyors cap stamped "R.J. 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 44.149 acre tract and said Lot 1, and in part said Lot 2, S 68°36'01" W, at a distance of 4.76 pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R. 110 Baseline Station 234+16.79, and continuing for a total distance of 49.76 feet to the POINT OF BEGINNING, containing 0.626 acres (27,277 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

10 OCT 2018
 Date



S:\RIMLEY HORNCR 110\PARCELS\PARCEL 1M-PALOMARROW\PARCEL\PALOMA 1M PART 6\PALOMA LAKE DEVEL-PARCEL 1M Part 6-100518.doc

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

| | | | |
|---|--|--------------|----------------------------|
| ■ | TXDOT TYPE 1 CONCRETE MONUMENT FOUND | ε | CENTER LINE |
| # | FENCE CORNER POST FOUND | ε | 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 DIMENSIONSHIP |
| ⊗ | 1/2" IRON PIPE FOUND UNLESS NOTED | P.O.B. | POINT OF BEGINNING |
| X | X CUT FOUND | P.O.R. | POINT OF REFERENCE |
| ▲ | 60/D NAIL FOUND | N.T.S. | NOT TO SCALE |
| △ | CALCULATED POINT | BEED RECORDS | WILLIAMSON COUNTY, TEXAS |
| ○ | 1/2" IRON ROD W/ ALUMINUM CAP | O.R.W.C.T. | OFFICIAL RECORDS |
| | STAMPED "WILCO-BOW" SET UNLESS NOTED OTHERWISE | O.P.R.W.C.T. | WILLIAMSON COUNTY, TEXAS |
| | | P.R.W.C.T. | 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. 1539886-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 20, 2018, ISSUE DATE SEPTEMBER 28, 2018.

- 1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2013009628, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 106. INCLUSION WITHIN THE UPPER BRUSHY CREEK ACID NO. 1A, SUBJECT TO IF APPLICABLE.
- H. INCLUSION WITHIN THE PALOMA LAKE MCD 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 251, 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 CHEROKEE TRAIL RD, STE 103
 ROUND ROCK, TX 78681
 PHONE: 781-224-1200, FAX: 781-224-1201
 EMAIL: INFO@INLAND-GEODETICS.COM

PARCEL PLAT SHOWING PROPERTY OF
PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1
AND PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2

SCALE 1" = 50'

PROJECT CR 110

COUNTY WILLIAMSON

PARCEL 1M
PART 6

SURVEYED BY: HORNBY 1109 PARCELS: PARCEL 1M-PALOMA FROM PARCEL PALOMA 1M PART 6-PALOMA-1M-PART 6-100418.GDN

09/12/18
 REV: 10/05/18
 PAGE 4 OF 5

{W0876731.1}

{W0873110.2}

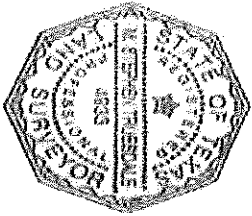
PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/12/18
REV: 12/05/18
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 DOCUMENT NO(S) 2014064017 AND 2014103108, 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.
- S. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN UTILITY CONSTRUCTION AGREEMENT AS EVIDENCED BY DEED RECORDED IN DOCUMENT NO. 2016065802, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

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

M. Stephen Truesdale
10 OCT 2018



| | ACRES | SQUARE FEET |
|---------------|--------|-------------|
| ACQUISITION | 0.826 | 27,277 |
| OLDFIELD AREA | 44.149 | 1,923,130 |
| FOUNDER AREA | 43.583 | 1,895,853 |

INLAND GEODETICS
PROFESSIONAL LAND SURVEYOR
1504 CHISHOLM TRAIL, SUITE 103
ROUND ROCK, TX 78681
PH: 512.238.1100 FAX: 512.238.1151
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
**PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1
AND PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 2**

SCALE: 1" = 50'
PROJECT: CR 110
COUNTY: WILLIAMSON

**PARCEL 1M
PART 6**

51-V-81461-01-01 PARCEL 5 PARCEL 1M-PALOMAVARON PARCEL PALOMA 1M PART 6 PALOMA 1M PART 6-100418.097