

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 13M

THIS REAL ESTATE CONTRACT (“Contract”) is made by JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership (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

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

All of that certain 5.927 acre (258,179 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 13M**); and

Drainage Easement interest in and to all of that certain 1.063 acre (46,312 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “B”, attached hereto and incorporated herein (**Parcel 13M-E**);

together with all and singular the rights and appurtenances pertaining to such real property (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated thereon, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The Property is out of Seller’s land identified as WCAD Parcel No. R040927 (95.08 acres) and R0409028 (1.25 acres) (said real property, save and except Parcel 13M, being referred to in this Contract as the “Remainder Property”).

1.02 Purchaser is acquiring the Property to use for the expansion of County Road 110 (the “CR 110 Improvements”) and the construction of related drainage improvements. In connection therewith and as an antecedent to this Contract, Seller and Purchaser entered into that certain Right of Entry, Possession, Use and Construction Agreement dated July 13, 2018 (“PUA”). The PUA will remain in effect during the term of this Contract but will terminate upon the occurrence of Closing (as hereinafter defined). At the request of either party, Seller and Purchaser agree to execute and record a notice of termination with respect to the PUA at Closing.

ARTICLE II CONSIDERATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits "A-B", any improvements on the Property, and any damage or cost of cure for the Remainder Property as a result of this conveyance (but not damage to the Remainder Property resulting from Purchaser's construction activities upon the Property following Closing) shall be the sum of \$245,270.05 for Parcel 13M and the sum of \$10,999.10 for Parcel 13M-E, for a total Purchase Price for the Property of TWO HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED SIXTY-NINE AND 15/100 DOLLARS (\$256,269.15).

Payment of Purchase Price

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

Special Provisions

2.03. As additional consideration for this transaction, Purchaser agrees to accept title to Parcel 13M subject to certain restrictive covenants as set forth in the Deed (as hereinafter defined).

2.04. As additional consideration for this transaction, Seller and Purchaser agree as follows:

(1) As an accommodation to Purchaser in connection with the PUA, Seller previously installed new fencing along the boundary of the Property and the Remainder Property, at a total cost of \$12,009.40. Purchaser agrees to reimburse Seller this amount at Closing.

(2) Purchaser agrees to pay to Seller at Closing the sum of \$3,000.00 to compensate Seller for a portion of the estimated cost for Seller to install additional new fencing with a gate along said boundary line after Closing, in the location of the structures to be demolished pursuant to the restrictive covenants as set forth in the Deed.

ARTICLE III CLOSING CONDITIONS

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):

(1) 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.

Conditions to Seller's Obligations

3.02. The obligations of Seller 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 Seller at or prior to the Closing):

(1) Purchaser 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 Purchaser 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 as of the Closing Date, to the best of Seller's current actual knowledge, without inquiry:

(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.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL

ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company, Georgetown, Texas ("Title Company"), on or before September 30, 2020, or at such other 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:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed in the form attached hereto as Exhibit "C" and incorporated herein (the "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 encumbrances but subject to the reservations and exceptions set forth therein.

(2) Deliver to Purchaser a duly executed and acknowledged Drainage Easement in the form attached hereto as Exhibit "D" and incorporated herein (the "Easement"), granting to Williamson County, Texas an easement interest in, on, over, upon, above and across all of the Property described in Exhibit "B", free and clear of any and all liens and encumbrances but subject to the reservations and exceptions set forth therein.

(3) Cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring fee simple title to the Property described in Exhibit "A" and an easement estate to the Property described in Exhibit "B" and subject only to those title exceptions listed therein or in the Deed or Easement, 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 survey exception shall be deleted at Purchaser's expense (provided that Purchaser furnishes a survey of the Property that is acceptable to the Title Company for such purpose);
- (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".

(4) Deliver to Purchaser possession of the Property if not previously done per the PUA.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the Purchase Price and all amounts owed to Seller under Section 2.04 above to Seller in cash or other immediately available funds.

Prorations

5.04. General real estate taxes and any general or special assessments 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 and assessments shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and when the actual tax information becomes available, Seller or Purchaser may demand reimbursement from the other party for any excess amount charged to that party at the Closing. 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 of the parties paid by each party 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, as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller and 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 terminate this Contract by written notice to Purchaser and 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 below 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. Other than the PUA, 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. N/A.

Brokers; Compliance

8.09 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. 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. Seller hereby discloses to Purchaser that John C. Nelson, a principal in this transaction by virtue of ownership (directly or indirectly) of one or more partnership interests in Seller, is a licensed Texas real estate broker.

Effective Date

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

Threat of Condemnation; Like-Kind Exchange

8.12 The Property herein is being conveyed to Purchaser under threat of condemnation. This Contract is not assignable by Purchaser except to another entity with the power of condemnation. In connection therewith, Purchaser acknowledges that Seller may complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1033 of the Internal Revenue Code, as amended. Purchaser agrees to provide reasonable cooperation to Seller in facilitating such exchange, which shall include, at Seller's request, (i) reasonably agreeing with Seller on how payments made to Seller hereunder will be categorized for Seller's income tax purposes (e.g., agreement as to which payments are for the acquisition of fee simple title and which are "severance damages" that reduce Seller's basis in the Property) and (ii) furnishing a letter to Seller from an official authorized on behalf of the County confirming that the Property will be condemned if Seller does not voluntarily sell it to Purchaser pursuant to this Contract. All expenses in connection with the contemplated exchange will be paid by Seller; Purchaser will not incur any expense or liability with respect to the exchange except as expressly set forth herein. This Section 8.12 shall survive Closing.

SELLER:

JCN FAMILY PARTNERSHIP, L.P.,
a Texas limited partnership

By: JCN Property Management, L.L.C.,
a Texas limited liability company,
its general partner

By: John C. Nelson
John C. Nelson, Manager

Date: 9/9/2020

Address:

3404 Glenview Avenue
Austin, Texas 78703

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT

County: Williamson
Parcel: 13M
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 13M

DESCRIPTION OF A 5.927 ACRE (258,179 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 (CITED AS BEING IN THE RUIDOSA IRRIGATION SURVEY, ABSTRACT NO. 714) IN WILLIAMSON COUNTY, TEXAS, BEING A REMAINDER OF THAT CALLED 95.08 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005081839 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 1.25 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009060200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.927 ACRE (258,179 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 cap stamped "FOREST1847" found, being a point in the northerly boundary line of a remainder portion of that called 1162.08 acre tract of land conveyed to Nelson Homestead Family Partnership, Ltd. by instrument recorded in Document No. 9824078 (Exhibit "A", 3) of the Official Records of Williamson County, Texas, also being the southwesterly corner of said remainder of the 95.08 acre tract of land;

THENCE, with the common boundary line of said remainder portion of 1162.08 acre tract and said remainder of 95.08 acre tract, N 68°56'42" E for a distance of 1240.34 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said the northerly boundary line of a remainder portion of the 1162.08 acre tract, with said proposed ROW line, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, the following two (2) courses:

- 1) along a curve to the left, having a delta angle of 03°39'31", a radius of 4932.00 feet, an arc length of 314.94 feet and a chord which bears N 19°47'13" W for a distance of 314.89 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 321+60.68 for a point of tangency;
- 2) N 21°36'59" W at a distance of 1631.87 feet pass a calculated point being in the southerly boundary line of said 1.25 acre tract, at a distance of 1799.71 feet pass a calculated point being in the northerly boundary line of said 1.25 acre tract, and continuing for a total distance of 2772.75 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 349+33.43, being in the northerly boundary line of said remainder of the 95.08 acre tract, also being in the southerly boundary line of that called 222.20 acre tract (Tract Two) of land conveyed to Bernard S. Anderson and Gladys R. Anderson, as Trustees of the Bernard S. and Gladys R. Anderson Trust by instrument recorded in Document No. 2010022971 of the Official Public Records of Williamson County, Texas for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Forest 1847" found for the northwesterly corner of said remainder of the 95.08 acre tract, same being an ell corner in the easterly boundary line of said 222.20 acre tract bears, S 69°03'09" W at a distance of 1253.13 feet;
- 3) **THENCE**, with the common boundary line, N 69°03'09" E for a distance of 81.96 feet to a 3/8" iron rod found in the existing westerly Right-of-Way (ROW) line of County Road 110 (variable width ROW), same being the southeasterly corner of said 222.20 acre tract, also being the northeasterly corner of said remainder of the 95.08 acre tract for the northeasterly corner of the herein described tract;

- 4) **THENCE**, departing said southerly boundary line of the 222.20 acre tract, with said existing westerly ROW line of County Road 110, same being the easterly boundary line of said remainder of the 95.08 acre tract and said 1.25 acre tract, **S 21°39'56" E**, at distance of 976.84 feet pass a 1/2" iron rod found, being the northeasterly corner of said 1.25 acre tract, at distance of 167.86 feet pass a 1/2" iron rod found, being the southeasterly corner of said 1.25 acre tract, and continuing for a total distance of **3087.45** feet to a MAG nail found in a wood fence post, being the southeasterly corner of said remainder portion of the 95.08 acre tract, also being the northeasterly corner of said remainder of 1162.08 acre tract, for the southeasterly corner of the herein described tract;
- 5) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said remainder portion of 1162.08 acre tract and said remainder of the 95.08 acre tract, **S 68°56'42" W** for a distance of **94.66** feet to the **POINT OF BEGINNING**, containing 5.927 acres (258,179 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

25 July 2016
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



S:_KIMLEY HORN\CR 110\PARCEL.S\PARCEL 13M-5.927 AC. ROW TRACT

EXHIBIT "B"

County: Williamson
Parcel : 13M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 13M-E

DESCRIPTION OF A 1.063 ACRE (46,312 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 (CITED AS BEING IN THE RUIDOSA IRRIGATION SURVEY, ABSTRACT NO. 714) IN WILLIAMSON COUNTY, TEXAS, BEING A REMAINDER OF THAT CALLED 95.08 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005081839 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 1.25 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009060200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.063 ACRE (46,312 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=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39 in the proposed westerly Right-of-Way (ROW) line of C.R.110, in the northerly boundary line of a remainder portion of that called 1162.08 acre tract of land conveyed to Nelson Homestead Family Partnership, Ltd. by instrument recorded in Document No. 9824078 (Exhibit "A", 3) of the Official Records of Williamson County, Texas, same being the southerly boundary line of said remainder of the 95.08 acre tract, for the southeasterly corner of the herein described tract;

- 1) THENCE, with said common boundary line, S 68°56'42" W for a distance of 15.02 feet to a calculated point, being the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "FOREST 1847" found, being in the northerly boundary line of said remainder portion of 1162.08 acre tract, also being the southwesterly corner of said remainder of the 95.08 acre tract bears S 68°56'42" W at a distance of 1225.32 feet;

THENCE, departing said northerly boundary line of a remainder portion of that called 1162.08 acre tract, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, 15 feet westerly and parallel with said proposed ROW line the following two (2) courses:

- 2) along a curve to the left, having a delta angle of 03°40'05", a radius of 4917.00 feet, an arc length of 314.80 feet and a chord which bears N 19°46'56" W for a distance of 314.74 feet to a calculated point, for a point of tangency;
- 3) N 21°36'59" W at a distance of 1632.73 feet pass a calculated point being in the southerly boundary line of said 1.25 acre tract, and at a distance of 1800.57 feet pass a calculated point being in the northerly boundary line of said 1.25 acre tract, and continuing for a total distance of 2772.93 feet to a calculated point, being in the northerly boundary line of said remainder of the 95.08 acre tract, same being the southerly boundary line of that called 222.20 acre tract (Tract Two) of land conveyed to Bernard S. Anderson and Gladys R. Anderson, as Trustees of the Bernard S. and Gladys R. Anderson Trust by instrument recorded in Document No. 2010022971 of the Official Public Records of Williamson County, Texas for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "FOREST 1847" found for the northwesterly corner of said remainder of the 95.08 acre tract, same being an ell corner in the easterly boundary line of said 222.20 acre tract bears, S 69°03'09" W at a distance of 1238.13 feet;
- 4) THENCE, with said common boundary line, N 69°03'09" E for a distance of 15.00 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 349+33.43 in said proposed westerly ROW line of C.R.110, for the northeasterly corner of the herein described tract;

13

SA_KIMLEY HORN\CR 110\PARCELS\PARCEL 13M-1.063 AC. EASE TRACT

EXHIBIT C

DEED

County Road 110 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS 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.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantee, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 5.927 acre (258,179 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein ("Property").

SAVE AND EXCEPT, HOWEVER, Grantor hereby reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the Property and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Grantee or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of roadway and drainage improvements thereon, but shall not be used or exported from the Property for any other purpose.

The Property is part of a larger tract of land owned by Grantor identified as WCAD Parcel Nos. R040927 (95.08 acres) and R0409028 (1.25 acres) (said real property, save and except the Property, being referred to herein as the "Remainder Property").

{007.00078340.3}JCN(13M)--Deed for CR110M r.o.w. (DC 8.28.20 d){00453763xA08F8}.docx

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (i) Visible and apparent easements not appearing of record;
- (ii) Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;
- (iii) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently affecting the Property, but only to the extent that said items are still valid and in force and effect at this time; and
- (iv) the restrictive covenants set forth below, which Grantee covenants and agrees to perform.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY IS HEREBY SOLD TO AND ACCEPTED BY GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

By acceptance of this deed, Grantee assumes and agrees to pay all ad valorem taxes after the date of this deed relating to the Property, for the current and all subsequent years, and any assessments for the current and any prior years, which arise on or after the date of this deed due to change in usage or ownership of the Property by Grantee.

{007.00078340.3}

This deed is being delivered in lieu of condemnation.

The following restrictive covenants (the "Covenants") are hereby imposed upon the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor, and its successors and assigns:

(1) The Property may be used, improved and maintained solely for any legally authorized public use under Texas law, including specifically roadway purposes and for the construction and maintenance of related drainage improvements and public utilities therein (the "CR 110 Improvements").

(2) Concurrently with Grantee's construction of the CR 110 Improvements, Grantee will construct two (2) asphalt driveways (one thirty (30) feet in width with thirty (30) foot radii and the other twelve (12) feet in width with ten (10) foot radii) with appropriately-sized drainage culverts (the "CR 110 Driveways") between the CR 110 Improvements and the fence line on the Remainder Property. The CR 110 Driveways will be constructed in the locations shown on Exhibit "A" attached hereto or at such other location approved by Grantor prior to Grantee's initiation of construction, which approval will not be unreasonably withheld. Grantee will provide Grantor with a copy of all required permits for the CR 110 Driveways. Grantor agrees to grant temporary construction easements as may reasonably be required on the Remainder Property to enable Grantee to construct the CR 110 Driveways. Any temporary construction easement will require restoration of any damage to the Remainder Property upon completion of construction of the CR 110 Driveways. Grantee will cause its contractor to provide the final paving plans for the CR 110 Improvements within the Property, together with final plans for the CR 110 Driveways, to Grantor for review prior to the initiation of construction. Grantee will ensure that all construction shall be performed substantially in accordance with such plans as provided to Grantor. Grantee acknowledges Grantor's desire that construction of the CR 110 Improvements not result in access between northbound County Road 110 and the CR 110 Driveways being impeded by a median, if feasible in Grantee's sole discretion.

(3) If, at any time in the future, Grantor or its successors and assigns desire to construct additional driveways or relocate one or more of the CR 110 Driveways, Grantee agrees to cooperate with Grantor to allow such construction or relocation, and to approve any related permits or plans so long as the plans for and locations of the driveways conform with Grantee's driveway standards as they exist on the date hereof. Grantee further agrees to cooperate with Grantor in connection with any applications by Grantor for approvals from any governmental entities with jurisdiction over curb cuts from the Remainder Property onto County Road 110 (including Grantee itself, if applicable).

(4) The CR 110 Improvements must include appropriate facilities for the collection of all drainage and/or stormwater runoff from the Property and the related County Road 110 right of way as required by any applicable Williamson County Design Criteria. No increase in volume of stormwater runoff or drainage may be diverted onto the Remainder Property without an express easement for such drainage granted by Grantor in its sole discretion, and any such easement will be at Grantee's sole cost.

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(5) Concurrently with Grantee's construction of the CR 110 Improvements, Grantee will demolish and remove from the Remainder Property all above grade structures, other improvements and discarded personal property items (including house, storage shed, above ground propane tank, remnants of collapsed barn and tires) presently located in the area shown on Exhibit "B" attached hereto. Grantor agrees to grant a temporary construction easement as may reasonably be required on the Remainder Property to enable Grantee to perform such demolition and removal work. Any temporary construction easement will require restoration of any damage to the Remainder Property which is outside the scope of the requirements of this paragraph upon completion of such demolition and removal work, and shall return the surface grade as closely as possible to that which existed prior to any removal.

(6) After construction of the CR 110 Improvements, in the event that Grantee abandons use of the Property for public roadway purposes, Grantee shall not thereafter convey title to the Property to any party without first granting Grantor the option to repurchase it pursuant to the requirements of Texas Local Government Code, Section 272.001 or Section 263.002, Texas Transportation Code 251.058(b) or their successors, or other applicable Texas law regarding the disposal of real property by Grantee.

[signature page to follow]

{007.00078340.3}

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

GRANTOR:

JCN FAMILY PARTNERSHIP, L.P.,
a Texas limited partnership

By: JCN Property Management, L.L.C.,
a Texas limited liability company,
its general partner

By: _____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the ____ day of _____, 2020,
by John C. Nelson, Manager of JCN Property Management, L.L.C., a Texas limited liability company,
the general partner of JCN Family Partnership, L.P., a Texas limited partnership, in the capacity and for
the purposes and consideration recited therein.

Notary Public, State of Texas

{007.00078340.3}

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{.00078324.4}

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

{007.00078340.3}

Exhibit "A" to Deed



EXHIBIT B to Deed

Exhibit "B" to Deed

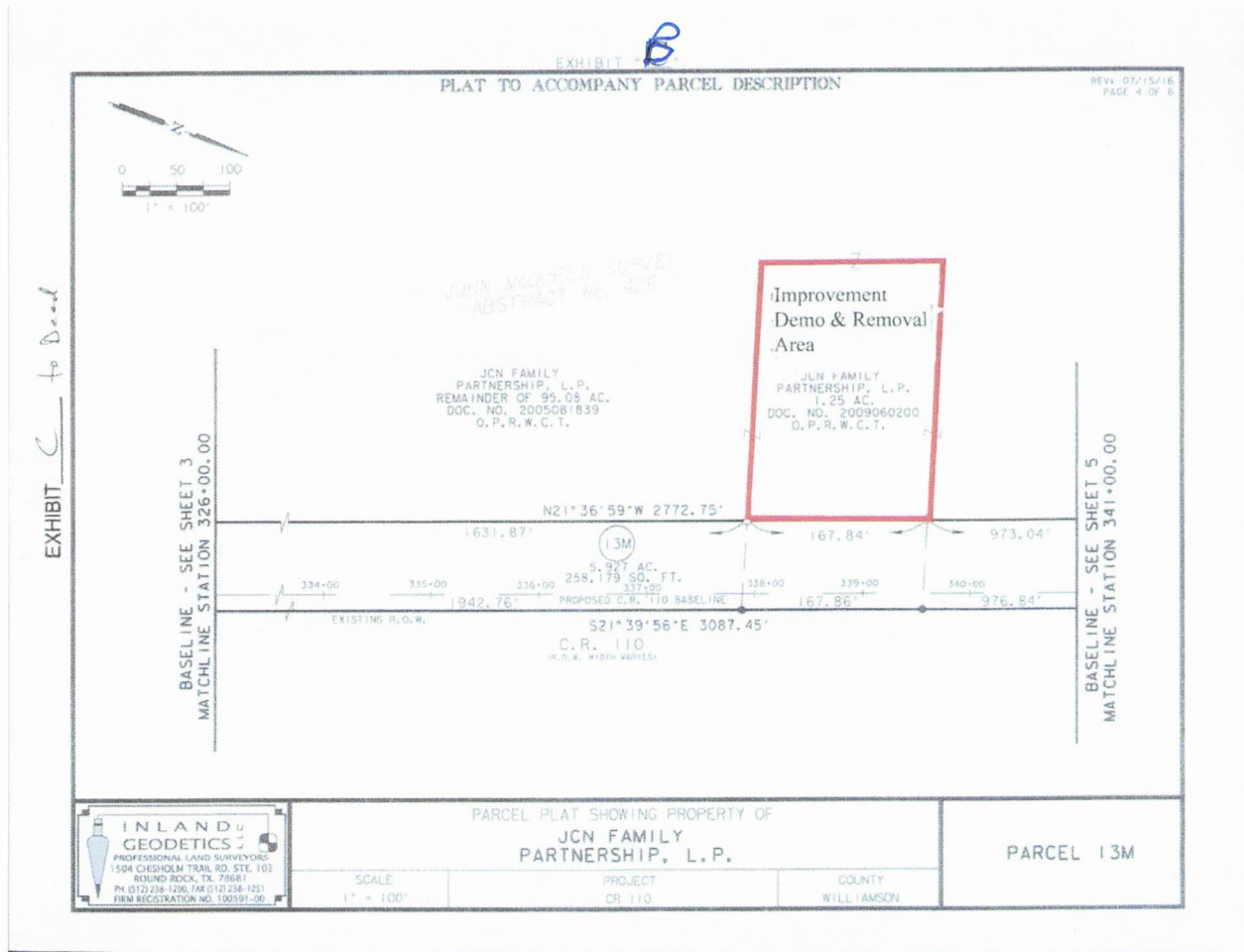


EXHIBIT D
DRAINAGE EASEMENT
CR 110M

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That JCN Family Partnership, L.P., a Texas limited partnership, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 (\$1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

All of that certain 1.063 acre (46,312 square feet) of land in the John McQueen Survey, Abstract No. 426, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 13M-E**).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials, improvements, pipes, culverts, storm sewer, grading and related appurtenances and equipment which may be necessary to facilitate the proper drainage of and across the public roadway facilities adjacent to the Property (the "Benefitted Tract"), in, along, upon, under and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to Grantor and its successors and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee, including but limited to construction, operation and maintenance of underground utilities (including water, wastewater, storm sewer, gas and electric utilities), pipelines and buried communications cables, fencing (including livestock fencing) and roads, sidewalks or driveways which cross the Property at not less than a forty-five degree angle. Any such trees or vegetation cut by Grantee shall promptly be removed from the Property.

Grantee shall be responsible for maintaining the easement area described herein and any improvements constructed by Grantee and located in, across or upon the easement area. Grantee, by

JCN(13M)--Drainage Easement w-development contingency (DC 8.27.20 rd) (00453706xA08F8).doc

acceptance of this easement acknowledges and agrees that Grantor hereby expressly reserves the right to relocate, modify and reduce the easement area described herein and alter any improvements or facilities located in, across or upon the easement area, at Grantor's sole cost and expense, provided that such relocation, reduction and/ or alteration shall not cause any use or development of the Benefited Tract to be out of compliance with any regulation of any governmental entity having jurisdiction over the Benefited Tract, and shall not cause the diversion, encroachment, impoundment or increase in the amount of surface water on or across the Benefited Tract in excess of the drainage conditions existing prior to such relocation, reduction or alteration. The Grantor may execute and file in the appropriate public records a replacement easement for any such reduction, alteration and/ or relocation of the easement area, provided such reduction, alteration or relocation of the easement area is in conformance with the terms of this paragraph and such replacement easement is conveyed to the Grantee, its successors or assigns by replacement easement recorded in the appropriate public records. Concurrent with or after the recording of such replacement easement, the Grantee, its successors or assigns shall execute any document presented by the Grantor reasonably necessary or convenient for the release or re-conveyance to Grantor of any easement area not included in the replacement easement.

Further, at any time that stormwater detention and/or drainage flow from the Benefited Tract is adequately handled according to any applicable regulatory codes or requirements without reliance upon the Property or facilities constructed therein, which determination shall be documented by issuance of a permit or other confirmation in writing of the construction and proper operation of any such stormwater facilities by any entity exercising regulatory jurisdiction of the Benefited Tract for the construction of development improvements, this conveyance shall be null and void. In such event, all right, title and interest of Grantee in the Property (including any future claim of adverse possession thereof) shall automatically terminate and be of no further force and effect, and title to the Property shall then and there wholly and absolutely and automatically revert and be vested in Grantor or its successors and assigns without the necessity of re-entry or suit. By its acceptance hereof, Grantee agrees upon such termination and reversion to convey any interest it may have in the Property to Grantor, or its successors and assigns, by written instrument in recordable form; provided that such an instrument shall not be required for the termination of all of Grantee's interest in the Property and the automatic reversion of title to Grantor, or its successors and assigns; and provided further, that the recording of an affidavit executed by Grantor, or its successors and assigns, stating that such termination and reversion has occurred (and the reason for such termination and reversion) shall be sufficient to confirm reversion of title to the Property in Grantor, or its successors and assigns.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging,

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and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Grantor has executed and delivered this easement, and Grantee has received and accepted this easement and the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (IV) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE PROPERTY; (V) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (VI) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VII) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS AND PERILS ASSOCIATED WITH USE OF THE PROPERTY.

EXECUTED on this the ____ day of _____, 2020.

[signature page follows]

GRANTOR:

JCN FAMILY PARTNERSHIP, L.P.,
a Texas limited partnership

By: JCN Property Management, L.L.C.,
a Texas limited liability company,
its general partner

By: _____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____,
2020, by _____, in the capacity and for the purposes and
consideration recited therein.

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

ACKNOWLEDGMENT

Notary Public, State of Texas

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

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