

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

June 30, 2011

Nelson Homestead Family Partnership, Ltd.
John Nelson
3404 Glenview Avenue
Austin, Texas 78703

Re: Williamson County—FM 1460 r.o.w.

Dear John:

Please allow this letter to set out my understanding regarding our agreement for completing the County's obligations under that certain Possession and Use Agreement ("Agreement") between Nelson Homestead Family Partnership, Ltd. ("the Partnership"), and Williamson County ("County"), and which was recorded in Document No. 2009040950 of the Official Public Records of Williamson County.

You will recall that as part of that agreement the County was obligated to construct certain driveway improvements to the remaining property of the Partnership. Subsequent to that time the County asked the Partnership if it would be willing to obtain bids for the work specified in the Agreement and have the construction completed under its own supervision in order to increase the participation and satisfaction of the Partnership with the resulting improvements on its property. The Partnership has provided written bids for the work in the total amount of \$56,069 as shown on Exhibit "A" attached hereto.

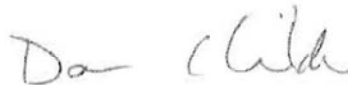
As a result, the parties agree that Williamson County will pay the Partnership the amount of \$56,069 as reimbursement for the construction of the driveway improvements to the remaining property

Upon payment of the amount agreed herein by the County, it shall be deemed to have satisfied its obligations under Paragraphs 13a. and 13b. of the Agreement and shall be released from further requirement under those provisions. Notwithstanding the foregoing, the parties acknowledge that: (i) except for the release of the County's obligations under Paragraphs 13a. and 13b. as specified herein, all terms and provisions of the Agreement shall remain in full force and effect, and (ii) the County is still responsible for any and all obligations described in, or pertaining to, Paragraphs 13c. and 13d. of the Agreement.

If this meets with your understanding of the terms of this agreement, please execute the letter where indicated below and return it to me, and we will have this signed by the County Judge and processed for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

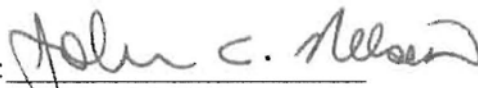


Don Childs
Sheets & Crossfield, P.C.

AGREED:

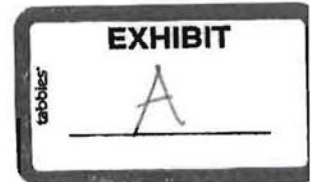
Nelson Homestead Family Partnership, Ltd.

By: Nelson Homestead Management, LLC

By: 
John C. Nelson
Manager

Williamson County, Texas

By:  07-21-11
Judge Dan A. Gattis



J. R. SCHNEIDER CONSTRUCTION, INC.

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PROPOSAL

June 12, 2011

Nelson Ranch Entry Road
Plans by
Addenda Seen:

We propose to provide labor, materials, equipment and supervision necessary for:

- Road

- (+950' X 14')
- Excavate and rough grade to drain.
- Install 4ea 12" HDPE cross drain pipe.
- Utilize spoils for shoulder slopes.
- Install Tensar Geo-grid
- Place 12" of compacted limestone base.
- Grade base for asphalt.

\$ 38,100.00

- Not Included: permits, fees, testing, erosion control, tree protection, Storm Water Pollution Protection, topsoil or fine grading for landscaping, grassing or re-seeding, concrete work, hazardous material handling, move or remove existing utilities, car stops, signage, striping, demolition of existing structures, shoring, bracing, lime stabilization,
- Price valid for 30 days
- These prices are base on given information. Verification of existing grades is required prior to beginning contract.
- Add 2.5% for bond

Submitted by: **James R. Schneider, President**
(512) 845-9201 (mobile)
Email: jrschneider@austin.rr.com

P.O. Box 50325 Austin, TX 78763 (512) 327-5517 Fax (512) 327-5535

APAC Texas, Inc. – Wheeler Companies

3099 IH 35 NORTH
ROUND ROCK, TEXAS 78664
Phone: (512) 346-3839
Fax: (512) 388-2268
wheelercoatings.com

ESTIMATE

To: JOHN NELSON
4801 AW GRIMES
ROUND ROCK, TEXAS 78664

Job Number: HM8361T
ATTN: JOHN
PO Number:

Date: 6/10/2011
Estimator: Harland Mollohan
Job Name: HOMEPLACE-NEW ENTRY
ROAD
Job Location:
4801 AW GRIMES
ROUND ROCK, TE 78664
Phone:
512-467-9686 Fax:

DESCRIPTION OF WORK

Job Type	Material	Sq Yards	Excav (in.)	Recyl (in.)	Base (in.)	Pave (in.)	Price Sq/Yd	Amount
PRIME		363.00					\$30.00	
PAVE								

PRICED FOR ONE MOBILIZATION [944' LONG AND 14' WIDE]

* ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF:

Total Price: \$15,685.00+ Tax (if applicable)

The net amount of contract is to be paid upon completion of work. Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Asphalt paving for newly constructed parking lots, roadways, and driveways are proposed to comply with typical TxDOT hot mix standards. Any other paving specification must be noted in the comment section under each paving line item of this proposal form and priced accordingly.

All permits and fees are excluded unless otherwise noted.

Contractor not responsible for utility lines less than 12 inches deep. The Contractor to carry Workers Compensation, Public Liability and Property Damage Insurance upon the labor furnished in this Contract. An additional charge will be added to this estimate for waiver of subrogation and additional insured. Your signed acceptance constitutes a contract between you and the undersigned. All sums payable under this contract (or agreement) shall be paid to APAC Texas, Inc. – Wheeler Companies at its offices located in Round Rock, Williamson County, Texas. The proper venue for any action hereunder, whether legal or equitable, shall be maintained in Round Rock, Williamson County, Texas. Interest will accrue on all sums past due or found to be past due under this contract (or agreement) at the rate of eighteen percent (18%) compound interest per annum. Applicant agrees to pay reasonable attorney fees, all costs of court, and any other expenses incurred by APAC Texas, Inc. – Wheeler Companies in the collection of any sums due under this contract (or agreement).

Due to fluctuating asphalt prices, prices quoted above shall remain in effect for no more than 60 days from proposal date. This proposal must be endorsed and returned by an authorized company official, owner, owner's agent, or individual seeking the above scope of work within the 30 day period in order to hold these unit prices firm for no longer than 60 days from proposal date. Contracts or subcontracts generated from our proposed unit prices may be used to same effect as long as written contract is agreed to and endorsed by a company officer of APAC Texas, Inc. – Wheeler Companies within the 30 days from proposal date.

RESPECTFULLY SUBMITTED,
BY: Harland Mollohan

Harland Mollohan

Hmolohan@wheelercoatings.com

Accepted: _____ / _____ / _____

APAC Texas, Inc. – Wheeler Companies

3099 IH 35 NORTH
ROUND ROCK, TEXAS 78664
Phone: (512) 346-3839
Fax: (512) 388-2268
wheelercoatings.com

ESTIMATE

To: JOHN NELSON
4801 AW GRIMES
ROUND ROCK, TEXAS 78664

Job Number: HM8363NT
ATTN: JOHN
PO Number:

Date: 6/21/2011
Estimator: Harland Mollohan
Job Name: HOMEPLACE-NEW ENTRY
ROAD / SEALCOAT
Job Location:
4801 AW GRIMES
ROUND ROCK, TE 78664
Phone:
512-467-9686 Fax:

DESCRIPTION OF WORK

Job Type	Material	Sq Yards	Excav (in.)	Recyl (in.)	Base (in.)	Pave (in.)	Price Sq/Yd	Amount
SEALCOAT		1200						\$2,284.00
SEALCOAT THE NEW DRIVE AND THE OLD ASPHALT DRIVE UP BY THE HOUSE BUT NOT THE OLD DRIVE GOING TO THE OLD ENTRY.								

* ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF:

Total Price: \$2,284.00+ Tax (if applicable)

The net amount of contract is to be paid upon completion of work. Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Asphalt paving for newly constructed parking lots, roadways, and driveways are proposed to comply with typical TxOot hot mix standards. Any other paving specification must be noted in the comment section under each paving line item of this proposal form and priced accordingly.

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BY: Harland Mollohan

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Hmollohan@wheelercoatings.com

Accepted: _____ / _____ / _____