

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

November 3, 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 County has previously paid the Partnership \$56,069 as reimbursement for construction of a portion of the improvements contemplated in the Agreement. The Partnership has now provided written bids for the remaining work to be performed under the Agreement in the total amount of \$17,008.68 as shown in Exhibit "A" attached hereto.

As a result, the parties agree that Williamson County will pay the Partnership the additional amount of \$17,008.68 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., 13b., 13c. and 13d. of the Agreement and shall be released from further requirement under those provisions 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 Family Partnership, Ltd.

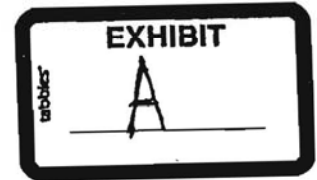
By: Nelson Home Management, LLC

By: 
John C. Nelson
Manager

Williamson County, Texas

By: 
Dan A. Gattis 11-12-11
County Judge

COPY



Oncor Electric Delivery
350 Texas Ave
Round Rock, Texas 78664
254-493-2081

8/9/2011

Mr. John Nelson, *Manager*
Nelson Homestead Management, LLC (general partner of *Nelson Homestead Family Partnership, Ltd.*)
4811 N AW Grimes
Round Rock, Texas 78665

RE: Electric Facilities Extension for Relocation of service at 4811 N AW Grimes

Dear Mr. Nelson: *Nelson Homestead Family Partnership, Ltd.*

~~John Nelson~~ ('Customer') has requested that Oncor Electric Delivery Company ('Oncor Electric Delivery' or 'Company') provide additional electric facilities sufficient to provide electric service for 0 kW at 4811 N AW Grimes

Pursuant to company's Tariff for Retail Delivery Service, Customer is responsible for \$1,200.00 as payment for the Customer's portion of the cost of installation of Company's additional electric delivery facilities, such payment to be and remain the property of the Company. Customer's payment in full is due at the time this agreement is returned to Company.

Company at all times shall have title to and complete ownership and control over said facilities.

In order to provide electric facilities at the cost to the Customer stated above, the Customer has elected to provide, without cost to the Company, all civil construction necessary to install Oncor Electric Delivery facilities on the Customer's premises, including labor and material.

This agreement supersedes all previous agreements or representation, either written or oral, between Company and customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

This agreement and the cost set forth therein, if not accepted within 30 days of the date of this letter, will be of no force and effect. Acceptance shall consist of delivery of an executed copy of this agreement to Company along with Customer's payment as set forth above.

Please be aware that the start date of this project will be no earlier than two weeks preceding the execution of this agreement along with any payment that may be required pursuant to Company's Tariff for Retail Delivery Service. A more definitive installation schedule will be provided upon your delivery of this agreement and payment to assist in your planning for this project.

Sincerely,

JD Willman
PMDS Project Designer

If agrees to the conditions set forth in this agreement, please execute both original copies and return one executed copy to me with your payment of \$1,200.00. The additional copy is for your files.

Nelson Homestead Management, LLC
By: *John C. Nelson, Manager*

Signature

Date

8/10/2011

John C. Nelson

Name

Manager

Title



Electrical Proposal

9601 Dessau Rd; Austin, TX 78754 Phone: (512) 929-7090 Fax: (512) 929-7197

QUOTE TO: Nelson Investments
ATTENTION: Theresa Keane
FOR THE PROJECT: RR Ranch

DATE: 8/16/2011
PROPOSAL# E7733jmj

SCOPE:

Provide electrical for relocation of Driveway

INCLUDED IN PRICE:

1. Provide 240v underground feeder from existing service pole by house approx 70'
2. Provide (2) 100w light fixtures controlled by "T" stat.
3. Relocate power (1) 120v circuits to new gate opener location.
4. Add plug outlet in well house.

Additional: Rebuild House service and Replace existing FPE Panel with new..... \$2,170.00 - Hold off on this for now.

NOT INCLUDED IN PRICE:

Holiday work, after hours, or overtime hours.
Coring, conduit, stub-ups, and fire stopping are furnished and installed by others.
Repair to existing code violations not listed above.
Repairs to existing underground utilities, sprinkler systems or landscaping.

PRICING ASSUMES:

Work to be done during regular business hours.
Underground trenching included in price
Power to certain areas may be interrupted to complete the work.

~~\$2,170.00~~ \$7,470.00 per John Nelson

TOTAL BID PRICE: \$ 7,470.00

Nelson Homestead Management, LLC

Acceptance:

By: John C. Nelson, Manager

Print Name:

John C. Nelson

Title:

Manager

8/22/11

Greg Pasket

Direct: 908-1054

Fax: 873-7142

greg.pasket@comfortsystemsusa.com

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING:

APPROVAL OF CONTRACTOR'S CREDIT BY MECHANICAL TECHNICAL SERVICES, L.P. AND/OR RECEIPT OF A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS.

THE EXECUTION BY BOTH PARTIES OF A DEFINITIVE WRITTEN CONTRACT.

NOTE: Quote may be withdrawn by us if not accepted within 30 days.

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 1-800-803-9202, 512-463-6599

License: HVAC - TACLA008715E, Electrical - TECL 25202 and Plumbing - M16415

A Comfort Systems USA Company

COMFORT
SYSTEMS USA



"Helping Central Texas stay secure for over 23yrs"

Compound Security Specialists

A Division of Auto Gate



435 Industrial Blvd. Austin, TX 78745
Office (512) 444-4283 / Fax (512) 447-3838
www.compoundsecurityspecialists.com

Estimate
(Corrected)
7128

9/9/2011

| Mailing/Billing Address | | Job Site Address | |
|--|---|---|-----------------------|
| NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. 3404 GLENVIEW AVE AUSTIN, TX 78703 | | NELSON HOMESTEAD FARM 4811 NORTH A.W. GRIMES ROUND ROCK, TX 78664 | |
| Ph | 512-467-9686 | Fx | 512-467-8558 |
| | | Account # | NELSON HOMESTEAD FARM |
| Qty | Description | | |
| | RELOCATE THE FOLLOWING AT THE NEW ENTRANCE TO THE PROPERTY: | | |
| | 2 HINGE POST, 5" SQ X 1/4" WALL (10') | | |
| | 2 INSTALL HINGE POSTS | | |
| | 2 INSTALL SWING GATE | | |
| | 2 HINGE, 7" BARREL USA (PAIR) | | |
| | 2 INSTALL OPERATOR | | |
| | 1 FT OF MASTER/SLAVE WIRING ACROSS DRIVEWAY | | |
| | 2 INSTALL CONCRETE OPERATOR PAD | | |
| | 1 VEHICLE LOOP, PREFORMED (INSTALLED PRIOR TO DRIVEWAY POUR) | | |
| | 1 REFLECTOR, OMRON SAFETY | | |
| | 1 INSTALL OMRON BEAM | | |
| | 1 INSTALL KEYPAD | | |
| | 1 GOOSENECK STAND, RBW 2" SQ : 120" WALL | | |
| | 1 INSTALL GOOSENECK STAND | | |
| | ELECTRICAL WIRING TO GATE OPERATOR WILL BE PROVIDED BY OTHERS | | |
| | SUBMITTED BY GWEN BRANDON | | |



Gwen Brandon, Residential Sales
512-228-4367 mobile, gbrandon@compoundsecure.com
TX HUB Certification # 1742519299800 Exp. 08/28/2013
TX Private Security License # B11877 Exp. 06/30/2012

Accepted

Nelson Homestead Management, LLC

By: John C. Nelson, Manager Date 9/9/11

| | |
|-------------------|-------------------|
| Subtotal | \$3,834.79 |
| Sales Tax (6.25%) | \$58.89 |
| Total | \$3,893.68 |

Estimate is valid for 30 days from date of estimate. CSS is not responsible for damage or costs incurred to underground utilities not clearly marked. Sales Tax will be charged to the customer unless proper documentation is provided by customer. Estimate is based on standard telephone company wiring; If you have Time Warner or AT&T internet telephone service, or anything other than standard telephone service, additional charges may be necessary to complete the installation. Terms: We accept MasterCard, Visa and American Express credit cards; Credit card payments over \$1,000.00 incur a 3% additional charge. CSS is licensed and regulated by the Texas DPS Private Security Bureau; Complaints may be directed to P.O. Box 4087 Austin, TX 78773, (512) 424-7710, or via email at psb@txdps.state.tx.us.

OCT/21/2011/FRI 10:49 AM

P. 003

cell# 512-970-5411

INVOICE

Adams Materials

448152

| | | | |
|------------------------|---------|---|-------------|
| SOLD TO | | SHIP TO | |
| Nelson Home Steel | | | |
| ADDRESS | | ADDRESS | |
| Km 1460 & A. W. Grimes | | | |
| CITY, STATE, ZIP | | CITY, STATE, ZIP | |
| | | | |
| CUSTOMER ORDER NO. | SOLD BY | TERMS | DATE |
| | | | Oct 20 2011 |
| ORDERED | SHIPPED | DESCRIPTION | PRICE |
| | | 850 Feet of 9 strand Barbwire Fence @ 3.00/FT | 2550.00 |
| | | 3 Corner Braces @ 220 EA | 660.00 |
| | | 1 Radius Brace @ 85 EA | 85.00 |
| | | 30 Feet of Top Rail for Barbwire | 300.00 |
| | | 2 Sharp & gent's spikes 135 (ER) | 270.00 |
| | | 2 Boltail Loads Round Base | 290.00 |
| TOTAL = | | | 4245.00 |

200505 5840

**NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.**

 3404 GLENVIEW AVENUE
AUSTIN, TX 78703
(512) 467-9686

 Frost National Bank
Austin, Texas 78752

30-9-1140

DATE

11-30-11

\$

*****200.00

PAY

THE SUM Two Hundred and 00/100

TO THE
ORDER
OF
 Gary Carpenter
P. O. Box 2614
Georgetown, TX 78627-2614

 NELSON HOMESTEAD MANAGEMENT, LLC
BY: JOHN C. NELSON, MANAGER


AUTHORIZED SIGNATURE

Security Features. Details on back.

| | | | |
|--------------------------------|--|---------------|--------------------|
| Nelson Hmstd Family Ptrshp Ltd | 11-30-11 | \$*****200.00 | 2599 |
| Gary Carpenter | | | |
| DATE | DOCUMENT DESCRIPTION | ACCOUNT # | AMOUNT DISC NET |
| 11-30-11 | GC113011 Temp fencing-FM 14 ⁶⁰ 203. | | 200.00 0.00 200.00 |

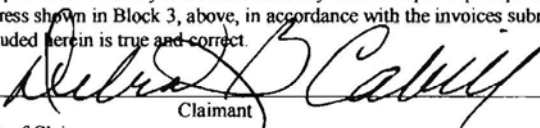
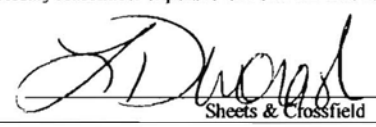
| | | | |
|--------------------------------|----------------------------------|---------------|--------------------|
| Nelson Hmstd Family Ptrshp Ltd | 11-30-11 | \$*****200.00 | 2599 |
| Gary Carpenter | | | |
| DATE | DOCUMENT DESCRIPTION | ACCOUNT # | AMOUNT DISC NET |
| 11-30-11 | GC113011 Temp fencing-FM 14 203. | | 200.00 0.00 200.00 |

NEGOTIATED SELF-MOVE REQUEST

| Print or Type All Information - Read Rules on Reverse Side | | | |
|---|-----|--|--|
| 1. Property Owner's Name: Nails, Etc./Debra Cahill | | Parcel No.: 110 ROW CSJ: 0440-02-012 | County: Williamson Project No.: N/A |
| 2. Name and Address of Applicant: 51 Bonnet Lane, Georgetown, TX Telephone No.: 512-869-1544 | | 3. Place of Relocation (Address): 407 N. Patterson/Hwy. 195; Florence, TX | |
| 4. Occupancy of Property Acquired by State: From (Date): 8/2000 To (Date of Move): <u>11-15-2011</u> | | 5. Type Activity/Property to be Moved: Nail salon | |
| <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Business <input type="checkbox"/> Advertising Sign <input type="checkbox"/> Farm <input type="checkbox"/> Other <input type="checkbox"/> Nonprofit Organization | | 6. Value of Property to be Moved: \$ <u>50,000</u> | |
| 8. Time Required to Move: <u>5</u> Hours; <u>7</u> Day(s) | | 7. Distance of Move: Yards; 15 Miles | |
| | | 9. Amount Requested for Self-Move: \$4,000.00 | |
| 10. Notification has been received to move from State-acquired property and authorization is requested for a self-move of all personal property from the parcel at a cost not to exceed the amount shown in Block 9. Enclosed with this request is a list of all property to be relocated together with a tabulation of items requiring special handling, disconnection and reinstallation, plus special equipment and packing materials essential for the completion of this move. I certify that all information attached hereto or included hereon is true and correct. I further certify that all property shown on the attached listing will be moved to, and installed at, the address shown in Block 3 above in accordance with the terms under which the self-move payment is authorized. | | | |
| Date: <u>11-15-2011</u> | | <u><i>Debra Cahill</i></u> Applicant's Signature <u><i>Owner</i></u> Title or Position (Owner, Manager, etc.) | |
| Spaces Below to be Completed by State | | | |
| 11. Controlling Dates | Mo. | Day | Yr. |
| a. First Offer in Negotiations | 2 | 24 | 2010 |
| b. Property Acquired by State | | | |
| c. Required to Move | 11 | 15 | 2011 |
| | | 12. Cost estimates (copies attached) | |
| | | a. High Commercial Estimate \$6,635.00 | |
| | | b. Low Estimate or Dept. Cost Finding \$4,000.00 | |
| I have prepared and examined this request and all supporting documentation and recommend <input checked="" type="checkbox"/> approval <input type="checkbox"/> denial. | | | |
| <u>11-21-11</u> Date | | <u><i>Maguer Scheck</i></u> Preparing Right of Way Agent | |
| I have examined this request and supporting documentation and: | | | |
| <input checked="" type="checkbox"/> Recommend a payment of \$ 4,000.00. <input type="checkbox"/> Find that payment cannot be authorized because (List reasons payment cannot be authorized. Use extra page if necessary) | | | |
| <u>11-30-11</u> Date | | <u><i>D. Duval</i></u> Sheets & Crossfield | |
| Payment is approved in the amount of \$ <u>4,000</u> | | | |
| Date: _____ | | By: <u><i>[Signature]</i></u> *Judge Dan A. Gattis <u>12-12-11</u> | |
| *Amount exceeding \$20,000 requires ROW Division approval. | | | |



CLAIM FOR ACTUAL MOVING EXPENSES

| Print or Type All Information | | | | |
|---|----|--|-----------------------------|--|
| 1. Name of Claimant(s) Debra Cahill | | Parcel No: 110 ROW CSJ: 0440-02-012 | | County: Williamson Project No.: N/A |
| <input type="checkbox"/> Residence <input checked="" type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other | | | | |
| 2. Address of Property Acquired by State: 51 Bonnet Lane, Georgetown, TX Claimant's Telephone No.: 512-869-1544 | | 3. Address Moved To: 407 N. Patterson/Hwy. 195; Florence, TX | | |
| 4. Occupancy of Property Acquired by State: From (Date): 8/2000 To (Date of Move): 11/15/2011 <input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant | | 5. Distance Moved: 15 Miles | | |
| 6. Controlling Dates | | 7. Mover's Name and Address: CaBar 407 N. Patterson, Florence, TX | | |
| a. First Offer in Negotiation | 2 | 24 | 9. Amount of Claim: | |
| b. Date Property Acquired | | | a. Moving Expenses | \$4,000.00 |
| c. Date Required to Move | 11 | 15 | b. Reestablishment Expenses | \$ |
| 8. Property Storage (attach explanation) From (Date): To (Date of Move): | | | c. Searching Expenses | \$ |
| Place Stored (Name and Address): | | | d. Tangible Property Loss | \$ |
| 10. Temporary Lodging (attach explanation) From (Date): To (Date of Move): | | | e. Storage | \$ |
| | | | f. Temporary Lodging | \$ |
| | | | g. Total Amount | \$4,000.00 |
| 11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct. | | | | |
|  Claimant | | Claimant | | |
| Date of Claim: _____ | | | | |
| Spaces Below to be Completed by State | | | | |
| I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows: | | | | |
| Amount of \$ <u>4,000</u> <u>11-30-11</u> Date | | | | |
|  Sheets & Crossfield | | | | |