

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT ("Contract") is made by PDC LAND AND CATTLE, LTD., 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

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 0.365 acre (approximately 15,895 Sq. Ft.) tract of land in the J. S. Patterson Survey, Abstract No. 502, and the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2, Part 1**); and

All of that certain 0.100 acre (approximately 4,338 Sq. Ft.) tract of land in the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 2, Part 2**); and

Drainage Easement interest in and across all of that certain 0.139 acre (approximately 6,049 Sq. Ft.) tract of land in the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 2, Part 1DE**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (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 described in Exhibits "A & B" 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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibits "A-C" and any damage to the remaining property of Seller shall be the sum of ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00).

2.02. As Additional Compensation for any improvements on the Property and for the replacement of fencing on the new right of way line, Purchaser shall pay the sum of FOUR THOUSAND THREE HUNDRED FORTY and 80/100 Dollars (\$4,340.80).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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.

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 also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) With the exception of a lease to Mobile Mini, Inc. on other portions of Seller's property that are accessed by a drive off of CR111/Westinghouse Road that may cross the Property, 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;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before June 24, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (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 Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A & B", and deliver a duly executed and acknowledged Drainage Easement conveying such interest in and across the Property described in Exhibit "C", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, 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 boundary and survey exceptions shall be deleted;
- (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".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes 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 shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. 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 paid by each 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: (1) enforce specific performance of this Contract; or (2) 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 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 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

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. 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. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 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.

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.

SELLER:

PDC LAND AND CATTLE, LTD.,
a Texas limited partnership

By: GP PDC Land and Cattle, LLC,
a Texas limited liability company,
its general partner

By: 
Larry Vineyard, Manager

Address: % John Avery, Jr
1508 South Lamar Boulevard
Austin, Texas 7870

Date: 5/24/16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

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

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SELLER:

PDC LAND AND CATTLE, LTD.,
a Texas limited partnership

By: GP PDC Land and Cattle, LLC,
a Texas limited liability company,
its general partner


By: 
Larry Vineyard, Manager

Address: % John Avery, Jr
1508 South Lamar Boulevard
Austin, Texas 7870

Date: 5/24/16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

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

Date: 06-07-2016

EXHIBIT A

County: Williamson
Parcel: 2 (Part 1)
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 2 (Part 1)

BEING 0.365 of an acre (15,901 Square Feet) of land, situated in the J.S. Patterson Survey, Abstract No. 502 and the J. Robertson Survey, Abstract No. 545, in Williamson County, Texas, said land being a portion of that certain tract of land, called 34.82 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033370 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10189421.13, E=3139818.79 TxSPC Zone 4203) on the north line of County Road No. 111, (Westinghouse Road), marking the Southeast corner of the above-referenced 34.82 acre PDC Land and Cattle, Ltd., tract, being the Southwest corner of that certain tract of land, called 19.91 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033369 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof;

THENCE, along the said north line of County Road No. 111, being the south line of the said 34.82 acre PDC Land and Cattle, Ltd., tract, S 69°44'30" W, 185.62 feet to a calculated point and S 70°25'00" W, 688.96 feet to a calculated point at the intersection of the said north line of County Road No. 111 and the east line of Farm to Market Highway No. 1460, for the Southeast corner of that certain tract of land, called 2.239 acres, as conveyed to Williamson County, Texas, by deed recorded as Document No. 2009031891 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the said east line of F.M. Highway No. 1460, being the east line of the said 2.329 acre Williamson County, Texas, tract, N 72°43'30" W, 4.52 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 11+42.85, from which an iron pin found in the east line of Farm to Market Road No. 1460 bears S 73°42'00" E, 80.13 feet, for the Northwest corner hereof;

THENCE, along a curve to the right, (Radius = 1,080.00 feet, Delta = 7°59'15", Long Chord bears N 64°51'30" E, 150.46 feet) an arc distance of 150.58 feet to an iron pin set 80.00 left of Engineers Centerline Station 12+80.56;

THENCE, N 68°51'15" E, 281.43 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 15+61.99 at the beginning of a curve to the right, (Radius = 2,080.00 feet, Delta = 5°19'45", Long Chord bears N 71°31'15" E, 193.42 feet);

THENCE, along the said curve for an arc distance of 193.49 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 17+48.04;

THENCE, N 74°11'00" E, 91.20 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 18+39.24 at the beginning of a curve to the left, (Radius = 1,920.00 feet, Delta = 4°51'30", Long Chord bears N 71°45'30" E, 162.76 feet);

THENCE, along the said curve for an arc distance of 162.81 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 20+08.84 on the east line of the said 34.82 acre PDC Land and Cattle, Ltd., tract, being the west line of the said 19.91 acre PDC Land and Cattle, Ltd., tract, for the Northeast corner hereof;

THENCE, S 19°32'15" E, 9.26 feet to the Place of **BEGINNING** and containing 0.365 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

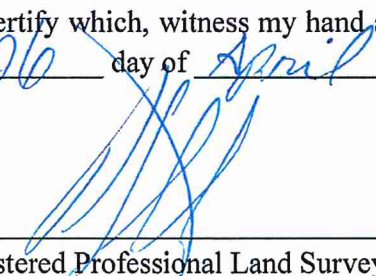
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 26 day of April, 2016, A.D.



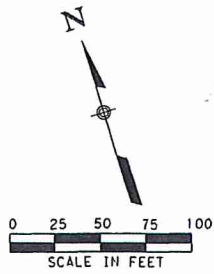
Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



Project No. 22009-2

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 2 Part 1.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



J. ROBERTSON
ABSTRACT No. 545

19.91 AC
PDC LAND AND CATTLE, LTD.
2007033369

SEE INSET 1

34.82 AC
PDC LAND AND CATTLE, LTD.
2007033370

STA. 20+08.84
O/S 80.00' LT

PROPOSED
DRAINAGE
EASEMENT

POINT OF BEGINNING
STA. 20+08.65
O/S 70.74' LT
SURFACE COORDINATES
N 10189421.1326
E 3138818.7944

STA. 18+39.24
O/S 80.00' LT

STA. 17+48.04
O/S 80.00' LT

PROPOSED ROW

STA. 15+61.99
O/S 80.00' LT

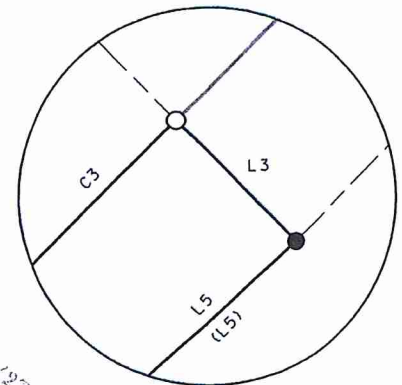
15,901 SF
0.365 AC

GEORGETOWN
UTILITY EASEMENT
2010056558

TP&L CO.
EASEMENT
1500/256

2.239 AC
WILLIAMSON COUNTY,
TEXAS
2009031891

60 ACRES
DANNY HULLUM FAMILY LAND TRUST
9707226 & 9816900



INSET 1

J. MOTT
ABSTRACT No. 127
J. S. PATTERSON
ABSTRACT No. 502

FM 1460

STEGER BIZZELL

ADDRESSES 1578 S. AUSTIN AVENUE GEORGETOWN, TX 78626
PHONE 512.830.8412 FAX 512.830.8412
SERVICES >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
PDC LAND AND CATTLE, LTD.

SCALE:
1"=100'

PARCEL:
2: PART 1

PROJECT:
CR 111

COUNTY:
WILLIAMSON



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 72°43'30" W	4.52'
L2	N 74°11'00" E	91.20'
L3	S 19°32'15" E	9.26'
L4	S 73°42'00" E	80.13'
(L4)	S 72°27'12" E	80.13'
L5	S 69°44'30" W	185.62'
(L5)	S 71°56'45" W	185.71'
(L6)	S 17°03'45" E	855.54'
(L7)	N 17°16'20" W	855.54'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1080.00'	150.58'	N 64°51'30" E	150.46'	7°59'15"
C2	2080.00'	193.49'	N 71°31'15" E	193.42'	5°19'45"
C3	1920.00'	162.81'	N 71°45'30" E	162.76'	4°51'30"

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. 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 1.00013.

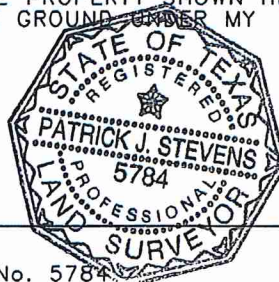
THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY, VOL. 239, PG. 53

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Handwritten Signature]

44-26-16



PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

PAGE 2 OF 2

STEGER BIZZELL

ADDRESS 1078 S. AUSTIN AVENUE GEORGETOWN, TX 78626
PHONE 512.930.8412 FAX 512.930.8412 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
PDC LAND & CATTLE, LTD.

SCALE:
1"=100'

PARCEL:
2, Part I

PROJECT:
CR 111

COUNTY:
WILLIAMSON



EXHIBIT B

County: Williamson
Parcel: 2 (Part 2)
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 2 (Part 2)

BEING 0.100 of an acre (4,338 Square Feet) of land, situated in the J. Robertson Survey, Abstract No. 545, in Williamson County, Texas, said land being a portion of that certain tract of land, called 19.91 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033369 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10189561.30, E=3140196.10) on the north line of County Road No. 111, (Westinghouse Road), marking the Southeast corner of the above-referenced 19.91 acre PDC Land and Cattle, Ltd., tract, being the Southwest corner of that certain tract of land, called 11.00 acres, as conveyed to Kimberly Napua Heflin Treaster & Valerie Lehua Heflin Kramer, by deed recorded as Document No. 2013114259 of the Official Public Records of Williamson County, Texas, for the Southeast corner hereof, from which a ½ inch iron rebar found bears N 21°11'30" W, 1,553.70 feet;

THENCE, along the said north line of County Road No. 111, S 69°37'15" W, 402.50 feet to an iron pin found marking the Southwest corner of the said 19.91 acre PDC Land and Cattle, Ltd., tract, being the Southeast corner of that certain tract of land, called 34.82 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033370 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the west line of the said 19.91 acre PDC Land and Cattle, Ltd., tract, being the east line of the said 34.82 acre PDC Land and Cattle, Ltd. tract, N 19°32'15" W, 9.26 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 20+08.84 for the Northwest corner hereof;

THENCE, along a curve to the left, (Radius = 1,920.00 feet, Delta = 0°08'30", Long Chord bears N 69°15'15" E, 4.74 feet) an arc distance of 4.74 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 24+11.32;

THENCE, N 69°11'00" E, 397.47 feet to an iron pin set 80.00 feet left of Engineers Centerline Station 24+11.32 on the east line of the said 19.91 acre PDC Land and Cattle, Ltd., tract, being the west line of the said 11.00 acre Treaster & Kramer tract, for the Northeast corner hereof;

THENCE, S 21°11'30" E, 12.31 feet to the Place of **BEGINNING** and containing 0.100 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

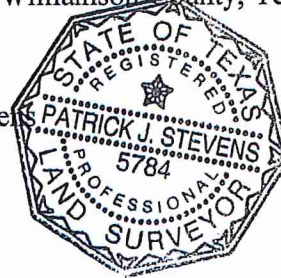
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 26 day of April, 2016, A.D.

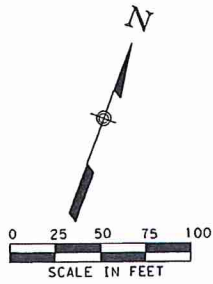
Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



Project No. 22009-2

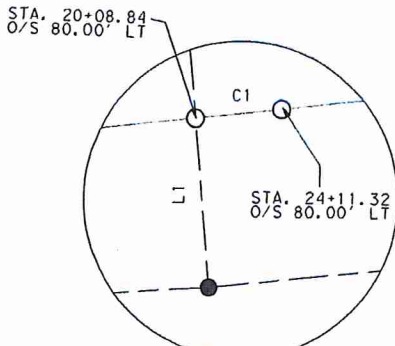
P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 2 Part 2.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



11.00 AC
KIMBERLEY NAPUA HEFLIN TREASTER &
VALERIE LEHUA HEFLIN KRAMER
2013114259

19.91 AC
PDC LAND AND CATTLE, LTD.
2007033369



INSET 1

34.82 AC
PDC LAND AND CATTLE, LTD.
2007033370

J ROBERTSON
ABSTRACT No. 345

PROPOSED
DRAINAGE
EASEMENT

4,338 SF
0.100 AC

GEORGETOWN
UTILITY EASEMENT
2010056559

SEE INSET 1

C2

L5

CR111 / WESTINGHOUSE RD.

L3

L4

POINT OF BEGINNING
STA. 24+11.32
O/S 67.69' LT
SURFACE COORDINATES
N 10189561.3008
E 3140196.1044

J MOTT
ABSTRACT No. 427

PROPOSED
DRAINAGE
EASEMENT

60 ACRES
DANNY HULLUM FAMILY LAND TRUST
9707226 & 9816900

PAGE 1 OF 2

STEGER BIZZELL

ADDRESS 1078 S. AUSTIN AVENUE GEORGETOWN, TX 78626
PHONE 512.930.9412 FAX 512.930.9412
SURVEY >>ENGINEERS >>PLANNERS >>SURVEYORS

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PDC LAND AND CATTLE, LTD.

SCALE:
1"=100'

PARCEL:
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PROJECT:
CR 111

COUNTY:
WILLIAMSON



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LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- Ⓢ CENTER LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 19°32'15" W	9.26'
L2	S 21°11'30" E	12.31'
L3	N 69°38'00" E	308.02'
L4	S 69°17'30" W	308.05'
L5	N 69°44'30" W	185.62'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1920.00'	4.74'	N 69°15'15" E	4.74'	0°08'30"
C2	1920.00'	167.55'	N 71°45'30" E	162.76'	5°00'00"

NOTES:

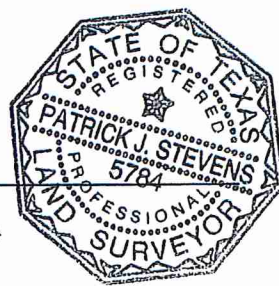
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

[Handwritten Signature]

4-26-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS



PAGE 2 OF 2

STEGER BIZZELL

ADDRESS 1976 S. AUSTIN AVENUE GEORGETOWN, TX 75226
PHONE 512.930.9412 FAX 512.930.9412 WWW.STEGERBIZZELL.COM
SERVICES >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
PDC LAND AND CATTLE, LTD.

SCALE:
1"=100'

PARCEL:
2: PART 2

PROJECT:
CR 111

COUNTY:
WILLIAMSON



EXHIBIT C

County: Williamson
Parcel: 2, Part 1DE
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 2, PART 1DE

BEING 0.139 of one acre parcel (6,049 Square Feet) of land, situated in the J. Robertson Survey, Abstract No. 545, in Williamson County, Texas, said land being a portion of that certain tract of land, called 34.82 acres, as conveyed to PDC Land and Cattle, Ltd., by deed recorded as Document No. 2007033370 of the Official Public Records of Williamson County, Texas. Said 0.139 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10189421.13, E: 3139818.79) for the Southeast corner of said 34.82 acre tract and the Southwest corner of a called 19.91 acre tract of land, as conveyed to PDC Land and Cattle, Ltd., by deed recorded in Document No. 2007033369 of said Official Public Records, also being in the existing Northwesterly right-of-way line of County Road No. 111, commonly known as Westinghouse Road (being a variable width right-of-way at this point), from which a 1/2-inch iron rebar found for the Southeast corner of said 19.91 acre tract and being in said Northwesterly right-of-way line of County Road No. 111, bears North 69°37'15" East a distance of 402.50 feet;

THENCE North 19°32'15" West departing said existing Northwesterly right-of-way line of County Road No. 111, along said the East line of said 34.82 acre tract and the West line of said 19.91 acre tract, a distance of 9.26 feet to a 1/2-iron rebar with cap stamped "RPLS 5784" set in the proposed curving Northwesterly right-of-way line of said County Road No. 111;

THENCE over and across said 34.82 acre tract and along said proposed Northwesterly right-of-way line of said County Road No. 111, the following three (3) courses and distances:

1. Along the arc of a curve to the right having a radius of 1920.00, an arc length of 104.01 feet, a delta angle of 02°59'00", and a chord which bears South 70°52'45" West a distance of 103.99 feet to the Southeast corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10189395.79, E: 3139717.44) of the herein described tract, said corner being 80.00 feet left of and at a right angle to Engineers Centerline Station 19+00.50;
2. Continuing along the arc of said curve to the right having a radius of **1920.00**, and arc length of **58.81**, a delta angle of **01°45'15**, and a chord which bears **South 73°18'30" West** a distance of **58.80** feet to a 1/2-iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency, said 1/2-inch iron rebar set being 80.00 feet left of and at a right angle to Engineers Centerline Station 18+39.24; and

Parcel 2

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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 MEN BY THESE PRESENTS:

That PDC LAND AND CATTLE, LTD., a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, 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, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, 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 tract of land comprising 0.365 acre in the J.S. Patterson Survey, Abstract No. 502, and the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2, Part 1**); and

All of that certain tract of land comprising 0.100 acre in the J. Robertson Survey, Abstract No. 545, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 2, Part 2**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibits "A & B" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor 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 acquired parcel 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 Williamson County, Texas 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 CR 110, but shall not be used or exported from the Property for any other purpose.

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 Williamson County, Texas 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 Williamson County, Texas 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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2016.

[signature page follows]

GRANTOR:

PDC LAND AND CATTLE, LTD.,
a Texas limited partnership

By: GP PDC Land and Cattle, LLC,
its General Partner

By: _____
Larry Vineyard, Manager

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Larry Vineyard, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

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 Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "E"

DRAINAGE EASEMENT

County Road 111/Westinghouse Road

THE STATE OF TEXAS

,

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

,

That PDC LAND AND CATTLE, LTD., 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 0.139 acre tract of land situated in the John Robertson Survey, Abstract No. 545 in Williamson County, Texas; said 0.139 acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes **(Parcel 2, Part 1DE)**.

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 the adjacent property and roadway facilities 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 the landowners and their heirs 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. Any such trees or vegetation cut by Grantee shall promptly be removed from the Property.

Grantor expressly reserves and retains unto itself, its successors and assigns, and the future owner(s) of the Property and of Grantor's adjacent property, the right to relocate or expand, at Grantor's expense, in whole or in part, the easements granted herein and any drainage and storm water lines on the Property, at some time in the future based on Grantor's future land plans related to Grantor's additional property located adjacent to the Property. Grantee, its designated agent, successors or assigns shall have the right to review and approve any such relocation or expansion, which approval shall not be unreasonably withheld, conditioned or delayed, and any such relocation

or expansion shall further be conditioned upon the final consent and approval of any governing jurisdiction or regulatory body (if other than Grantee) required by any applicable development rules for such changes. Grantor and Grantee agree to use commercially reasonable efforts, acting in good faith, to co-operate regarding any such re-location or expansion. Grantor additionally retains the right to use the surface of the easement area for any purposes which do not impair or interfere with the function of any drainage improvements or the conveyance of stormwater drainage, including specifically driveways and parking areas.

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, or which result from the construction or maintenance of the drainage easement and channel or any improvements or work related thereto.

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, 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 Grantors, 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.

EXECUTED on this the ____ day of _____, 2016.

[signature page follows]

PDC LAND AND CATTLE, LTD.,
a Texas limited partnership

By: _____
Larry Vineyard, Manager

STATE OF TEXAS §
COUNTY OF _____ §

Notary Public, State of Texas