

**REAL ESTATE CONTRACT**  
CR 110 Right of Way—Parcel 38S

THIS REAL ESTATE CONTRACT (“Contract”) is made by NELSON HOMESTEAD FAMILY PARTNERSHIP, 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 0.080 acre (approximately 3,463 Sq. Ft.) tract of land in the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 38S, Part 1**); and

All of that certain 0.144 acre (approximately 6,275 Sq. Ft.) tract of land in the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 38S, Part 2**)

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 Exhibit “A” 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 Exhibit “A”, any improvements on the Property, and any damage or cost of cure for the remaining property of Seller as a result of this conveyance, shall be the sum of THIRTY FIVE THOUSAND AND NINETY and 00/100 Dollars (\$35,090.00).

### Payment of Purchase Price and Additional Compensation

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

### Special Provisions

2.03. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense one (1) driveway connection of up to thirty (30) feet in width with twenty five (25) foot radii between the proposed CR110 roadway improvements and the remaining property of Seller and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. The driveway permitted herein shall be located between Stations 201+06 and 201+36 of the proposed CR 110 roadway improvements (as identified on Exhibit "B" attached hereto and incorporated herein), or at other location agreed to in advance between Purchaser and Seller. Seller shall be responsible for complying with all drainage culvert sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of the driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules.

## **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 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.

The Property herein is being conveyed to Purchaser under threat of condemnation. It is not assignable by Purchaser except to another entity with the power of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Capital Title Company, Georgetown, Texas, on or before July 22, 2016, 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 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 restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) 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 as of the Closing Date; and
- (c) Any other exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" 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 Purchaser's favor in the full amount of the Purchase Price, insuring fee simple title to the Property subject only to those title exceptions listed therein, 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 exception shall be deleted at Purchaser's expense;
- (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".

(3) 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 Purchase Price 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 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. 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.


*[signature page follows]*

**SELLER:**

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,  
a Texas limited partnership

By: Nelson Homestead Management, LLC,  
its general partner

Address: 3404 Glenview Avenue

By:   
John C. Nelson  
Manager

Austin, Texas 78703

Date: 6/20/16

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

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

Date: \_\_\_\_\_




**SELLER:**

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,  
a Texas limited partnership

By: Nelson Homestead Management, LLC,  
its general partner

Address: 3404 Glenview Avenue

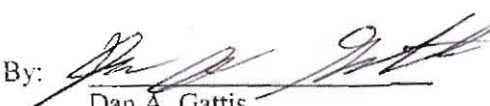
By:   
John C. Nelson  
Manager

Austin, Texas 78703

Date: 6/30/16

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:   
Dan A. Gattis  
County Judge

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

Date: 06-30-2016

EXHIBIT A

**County:** Williamson  
**Parcel No.:** 38S  
**Highway:** CR 110  
**Limits:** From: U.S. Highway 79  
To: 300 feet north of CR 109 (Limmer Loop)

**DESCRIPTION FOR PARCEL 38S**

**PART 1 – 0.080AC. (3,463 SQ. FT.)**

DESCRIPTION OF A 0.080 ACRE (3,463 SQ. FT.) PARCEL, LOCATED IN THE W. DONAHO, JR. SURVEY, ABSTRACT 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 868.54 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO TOM E. NELSON, TRUSTEE, AS RECORDED IN VOLUME 1133, PAGE 639 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.080 ACRE (3,463 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 246.34 feet left of Engineer's Centerline Station (E.C.S.) 200+26.94, said point being the northwest corner of Lot 17, Block SS, Paloma Lake Section 21, same being a called 0.337 acre tract as described in a deed to Justin Joel and Lisa Chance Barber and recorded in Document No. 2013059965, O.P.R.W.C.TX., same being on the south line of said remainder of a 5.00 acre tract;

**THENCE** N 55°51'55" E, with the common line of said 0.337 acre tract and said Nelson remainder tract, a distance of 158.44 feet to a 1/2-inch iron rod found 89.83 feet left of E.C.S. 200+49.32, for the **POINT OF BEGINNING** (grid N: 10179475.79, E: 3155258.37) of the parcel described herein, said point being the northwest corner of a called 0.16 acre tract as described in a deed to Paloma Lake Master Community, Inc. and recorded in Document No. 2012107623, O.P.R.W.C.TX., same being the northeast corner of a called 0.39426 acre tract of land as described in a deed to John A. Frekle and recorded in Document No. 2014016625, O.P.R.W.C.TX., said point being on the proposed west right-of-way line of County Road(CR) 110, same being the beginning of a curve;

- 1) **THENCE**, over and across said Nelson remainder tract, with the proposed west right-of-way line of CR 110, being a curve to the right, an arc distance of 201.77 feet, through a central angle of 06°41'43", having a radius of 1,726.67 feet, and a chord that bears N 21°29'06" W, a distance of 201.65 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 90.00 feet left of E.C.S. 202+40.59, said point being on the east line of a called 0.55 acre tract as described in a deed to Jonah Water Special Utility District and recorded in Volume 987, Page 399 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);
- 2) **THENCE** S 29°27'05" E, with the common line of said Nelson remainder tract and said 0.55 acre tract, a distance of 93.86 feet to a 1/2-inch iron rod found 73.98 feet left of E.C.S. 201+52.50, said point being the south corner of said 0.55 acre tract, same being on the existing west right-of-way line of CR 110, a variable width right-of-way (no record information found);
- 3) **THENCE** S 32°44'22" E, with the existing west right of way line of said CR 110, same being the east line of said Nelson remainder tract, a distance of 103.39 feet to a 1/2-inch iron rod found 56.28 feet left of E.C.S. 200+54.52, said point being the southeast corner of said Nelson remainder tract;

- 4) **THENCE** S 56°17'27" W, with the existing west right-of-way line of said CR 110, same being the south line of said Nelson remainder tract, a distance of 24.06 feet to a 1/2-inch iron rod found 80.05 feet left of E.C.S. 200+50.89, said point being the northeast corner of said 0.16 acre tract,
- 5) **THENCE** S 55°39'34" W, with the common line of said Nelson remainder tract and said 0.16 acre tract, a distance of 9.92 feet to the **POINT OF BEGINNING**, and containing 0.080 acre (3,463 sq. ft.) of land, more or less.

**PART 2 – 0.144 AC. (6,275 sq. ft.)**

DESCRIPTION OF A 0.144 ACRE (6,275 SQ. FT.) PARCEL, LOCATED IN THE W. DONAHO, JR. SURVEY, ABSTRACT 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 868.54 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO TOM E. NELSON, TRUSTEE, AS RECORDED IN VOLUME 1133, PAGE 639 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.144 ACRE (6,275 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a Brass Disk with no visible markings, in concrete found 110.07 feet left of Engineer's Centerline Station (E.C.S.) 203+37.42, said point being in the called 0.55 acre tract as described in a deed to Jonah Water Special Utility District and recorded in Volume 987, Page 399 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);

**THENCE** S 60°37'44" W, through the interior of said 0.55 acre tract, a distance of 3.66 feet to a calculated point on the west line of said 0.55 acre tract, same being the east line of said Nelson remainder tract;

**THENCE** N 29°27'05" W, with the common line of said Nelson remainder tract and said 0.55 acre tract, a distance of 66.86 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 131.79 feet left of E.C.S. 203+96.41, for the **POINT OF BEGINNING** (Grid = N: 10178485.41, E: 3154749.34), said point being on the proposed west right-of-way line of CR 110;

- 1) **THENCE** N 61°51'38" W, through the interior of said Nelson remainder tract, with the proposed west right-of-way line of CR 110, a distance of 111.35 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 217.04 feet left of E.C.S. 204+65.67, said point being on the north line of said Nelson remainder tract, same being the south line of a called 2.66 acre tract of land as described in a deed to Paloma Lake Development, Inc. and recorded in Document No. 2006014658, O.P.R.W.C.TX., said point being the beginning of a curve;
- 2) **THENCE**, with the common line of said Nelson remainder tract and said 2.66 acre tract, being a curve to the right, an arc distance of 174.72 feet, through a central angle of 08°42'20", having a radius of 1,149.93 feet and a chord that bears N 67°45'11" E, a distance of 174.56 feet to a calculated point on the north line of said 0.55 acre tract from which a 1/2-inch iron rod found 44.85 feet left of E.C.S. 204+98.02, bears N 39°22'34" E, a distance of 0.73 feet for a **POINT OF REFERENCE**;



- 3) **THENCE** S 39°22'34" W, with the common line of said Nelson remainder tract and said 0.55 acre tract, a distance of 121.72 feet to a 1/2-inch iron rod found 140.14 feet left of E.C.S. 204+21.23, said point being the northwest corner of said 0.55 acre tract;
- 4) **THENCE** S 29°27'05" E, with the common line of said Nelson remainder tract and said 0.55 acre tract, a distance of 28.15 feet to the **POINT OF BEGINNING** and containing 0.144 acre (6,275 sq. ft.) of land, more or less.

PART 1	0.080 AC. (3,463 sq. ft.)
PART 2	0.144 AC. (6,275 sq. ft.)
Total	0.224 AC. (9,738 sq. ft.)

\*Area calculated by SAM, LLC.

This property description is accompanied by a plat of even date.


All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120. All coordinates shown hereon are in grid and can be converted to surface by multiplying by the same factor.

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS	§	

That I, William Reed Herring, 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 direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 16<sup>th</sup> day of November, 2015.

SURVEYING AND MAPPING, Inc.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

  
\_\_\_\_\_  
William Reed Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas

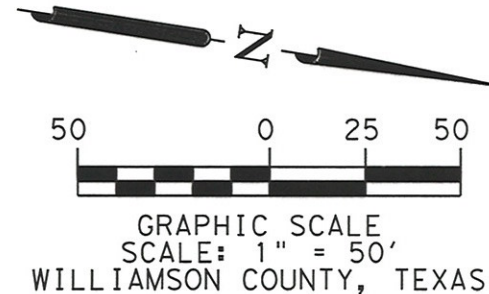


# LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- - - - - DISTANCE NOT TO SCALE
- - - - - DEED LINE (COMMON OWNERSHIP)

JUSTIN JOEL & LISA CHANCE  
BARBER  
CALLED 0.337 ACRES  
DOC. NO. 2013059965  
PALOMA LAKE SEC 21,  
BLOCK SS, LOT 17  
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
P.I. Sta 201+26.32  
N 10,179,464.516  
E 3,155,312.537  
Δ = 20° 58' 33" (RT)  
D = 03° 30' 00"  
T = 303.04'  
L = 599.30'  
R = 1,637.00'  
P.C. Sta 198+23.28  
P.T. Sta 204+22.57



TOM E. NELSON, TRUSTEE  
REMAINDER OF A  
CALLED 868.54 ACRES  
VOL. 1133, PG. 639  
O.R.W.C.TX.

W. DONAHO, JR. SURVEY,  
ABSTRACT 173

JOHN A. FREKLE  
CALLED 0.39426 ACRE  
DOC. NO. 2014016625,  
PALOMA LAKE SEC 21,  
BLOCK SS, LOT 18  
O.P.R.W.C.TX.

SEE  
DETAIL "A"

38S  
PART 1

PROPOSED ROW LINE

202+40.59  
90.00' LT

JONAH WATER SPECIAL  
UTILITY DIST.  
CALLED 0.55 ACRE  
VOL. 987, PG. 399  
D.R.W.C.TX.

EXISTING ROW LINE

COUNTY ROAD 110  
VARIABLE WIDTH ROW  
(NO RECORD  
INFORMATION FOUND)

EXISTING ROW LINE

ENGINEER'S CENTERLINE

EXISTING ROW LINE

PALOMA LAKE MASTER  
COMMUNITY, INC.  
CALLED 0.16 ACRE  
DOC. NO. 2012107623  
O.P.R.W.C.TX.

R. MCNUTT SURVEY,  
ABSTRACT 422

TIME: 10:39:08 AM  
DATE: 2/12/2016  
FILE: J:\1014035067\100\Survey\06Plats\Parcel 38part1.dgn

PAGE 4 OF 7  
REF. FIELD NOTE NO. 18098

EXISTING	*5.00 AC.	ACQUIRE	0.080 AC.	REMAINING	4.92 AC. LEFT
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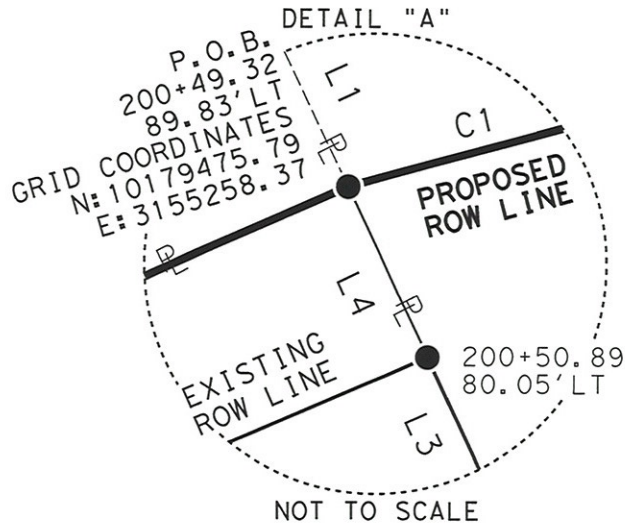
4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
TOM E. NELSON, TRUSTEE  
PARCEL 38 PART 1  
0.080 AC. (3,463 SQ. FT.)



# CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 41' 43" (RT)	1,726.67'	201.77'	201.65'	N21° 29' 06" W



# LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N55° 51' 55" E	158.44'
L2	S29° 27' 05" E	93.86'
L3	S56° 17' 27" W	24.06'
L4	S55° 39' 34" W	9.92'

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAV88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 2015.

\* AREA CALCULATED BY SAM, LLC.

TIME: 10:39:27 AM

DATE: 2/12/2016

FILE: J:\1014035067\100\Survey\06Plats\Parcel 38part1.dgn

PAGE 5 OF 7  
REF. FIELD NOTE NO. 18098

EXISTING	*5.00 AC.	ACQUIRE	0.080 AC.	REMAINING	4.92 AC. LEFT
		<p>4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300</p>		<p>RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF TOM E. NELSON, TRUSTEE PARCEL 38 PART 1 0.080 AC. (3,463 SQ. FT.)</p>	

# LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

ENGINEER'S CENTERLINE  
 CURVE DATA  
 P.I. Sta 201+26.32  
 N 10,179,464.516  
 E 3,155,312.537  
 $\Delta = 20^{\circ}58'33"$  (RT)  
 $D = 03^{\circ}30'00"$   
 $T = 303.04'$   
 $L = 599.30'$   
 $R = 1,637.00'$   
 P.C. Sta 198+23.28  
 P.T. Sta 204+22.57

PALOMA LAKE CR 109 ENGINEER'S  
 DEVELOPEMENT, INC. CENTERLINE  
 CALLED 2.66 AC.  
 DOC.NO. 2006014658  
 O.P.R.W.C.TX.

TOM E. NELSON, TRUSTEE  
 REMAINDER OF A  
 CALLED 868.54 ACRES  
 VOL. 1133, PG. 639  
 O.R.W.C.TX.



GRAPHIC SCALE  
 SCALE: 1" = 50'  
 WILLIAMSON COUNTY, TEXAS

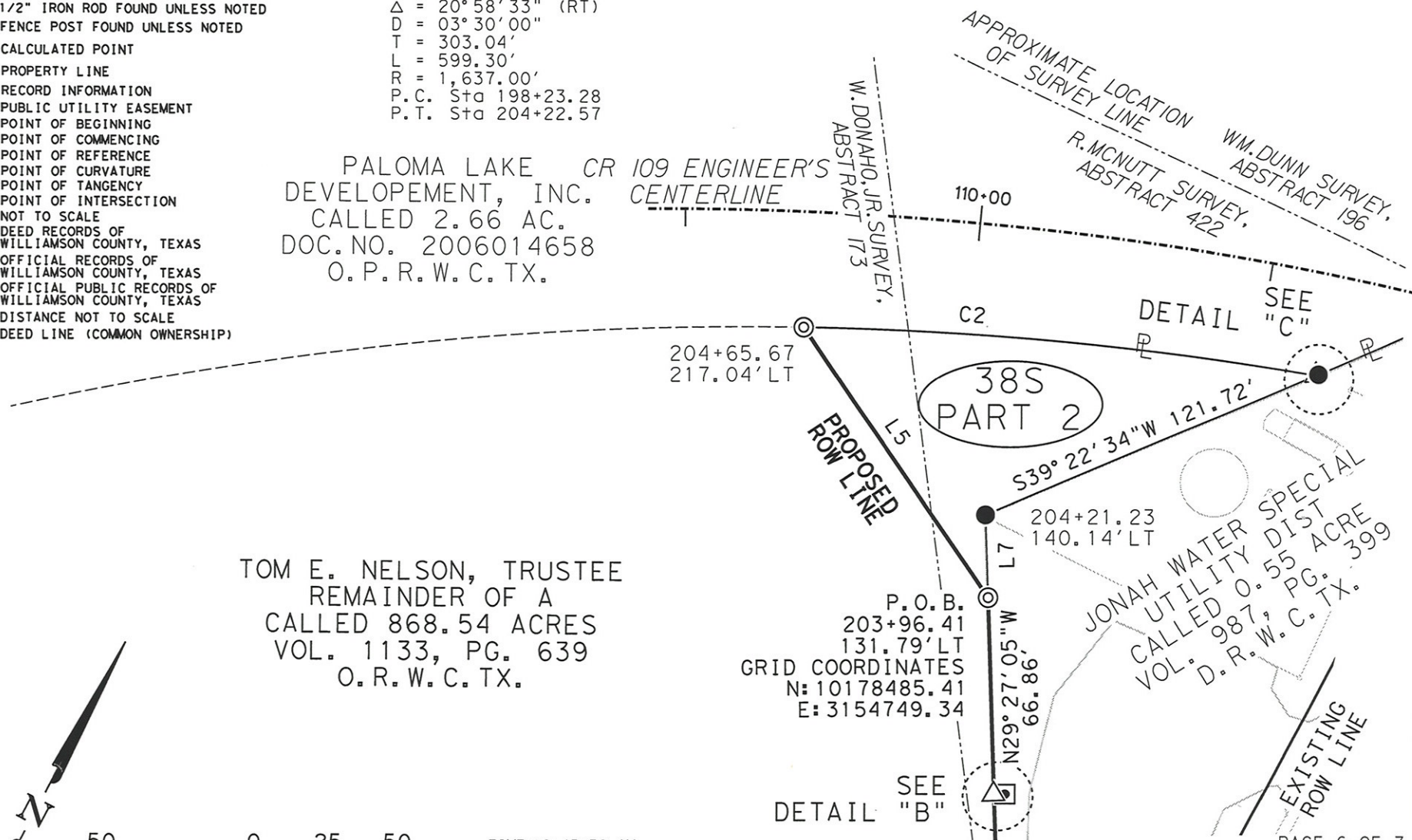
TIME:10:43:52 AM  
 DATE:2/12/2016  
 FILE:J:\1014035067\100\Survey\06Plats\Parcel 38part2a.dgn

EXISTING	*5.00 AC.	ACQUIRE	0.144 AC.	REMAINING	4.86 AC. LEFT
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4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 TOM E. NELSON, TRUSTEE  
 PARCEL 38S PART 2  
 0.144 AC. (6,275 SQ. FT.)



PAGE 6 OF 7  
 REF. FIELD NOTE NO. 18098



# CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	08° 42' 20" (RT)	1,149.93'	174.72'	174.56'	N67° 45' 11"E

# LINE TABLE

LINE NO.	BEARING	DISTANCE
L5	N61° 51' 38"W	111.35'
L6	S39° 22' 34"W	121.72'
L7	S29° 27' 05"E	28.15'



## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

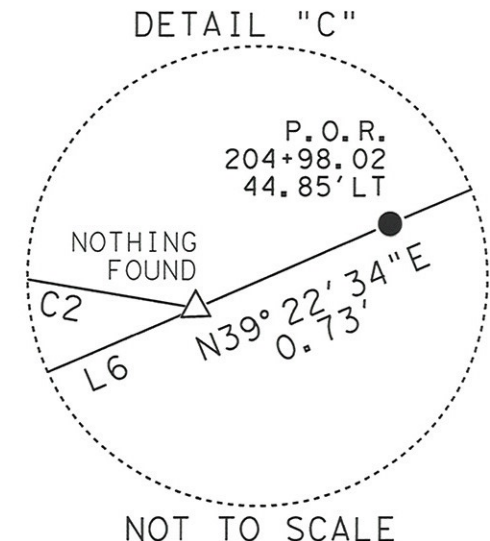
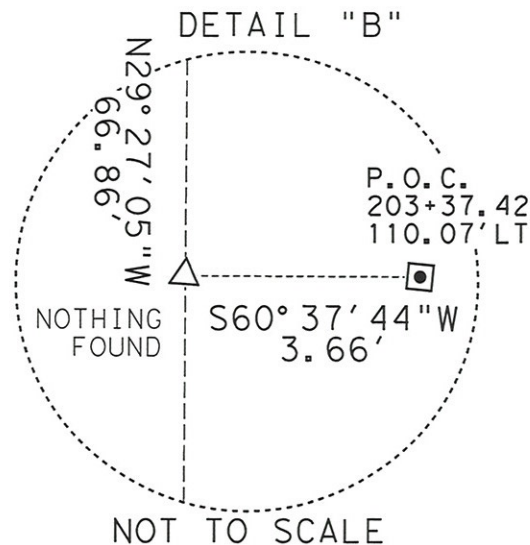
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 2015.

■ AREA CALCULATED BY SAM, LLC.

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

*William Reed Herring*  
 WILLIAM REED HERRING  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6355, STATE OF TEXAS

*11/16/2015*  
 DATE



TIME: 10:44:09 AM  
 DATE: 2/12/2016  
 FILE: J:\1014035067\100\Survey\06Plats\Parcel 38part2a.dgn

PAGE 7 OF 7  
 REF. FIELD NOTE NO. 18098

EXISTING	*5.00 AC.	ACQUIRE	0.144 AC.	REMAINING	4.86 AC. LEFT
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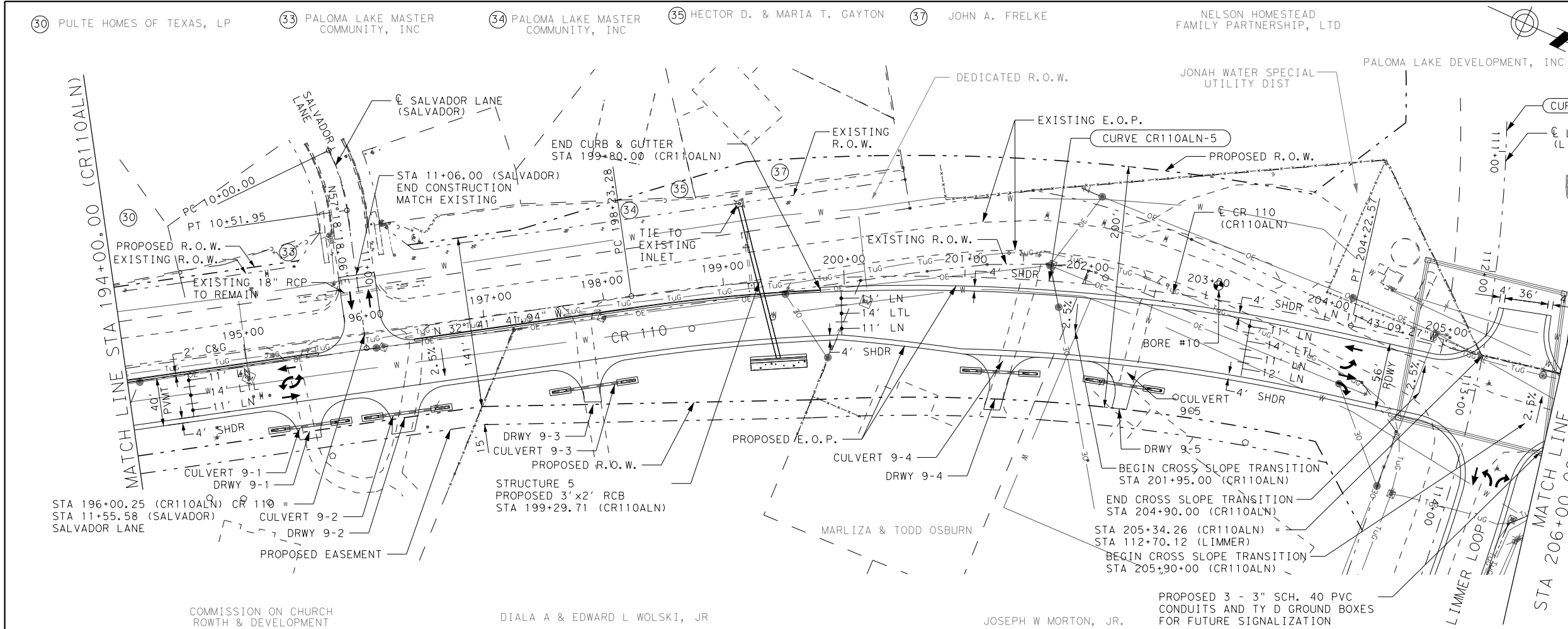


4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 TOM E. NELSON, TRUSTEE  
 PARCEL 38S PART 2  
 0.144 AC. (6,275 SQ. FT.)



DATE: 7/13/2015 TIME: 5:16:43 PM  
pw\\ss-hou-pw01.dannenbaum\Documents\Transportation\4862-01\Design\MainLanes\4862pp09  
USER: levario STATUS: \$INSTS\$



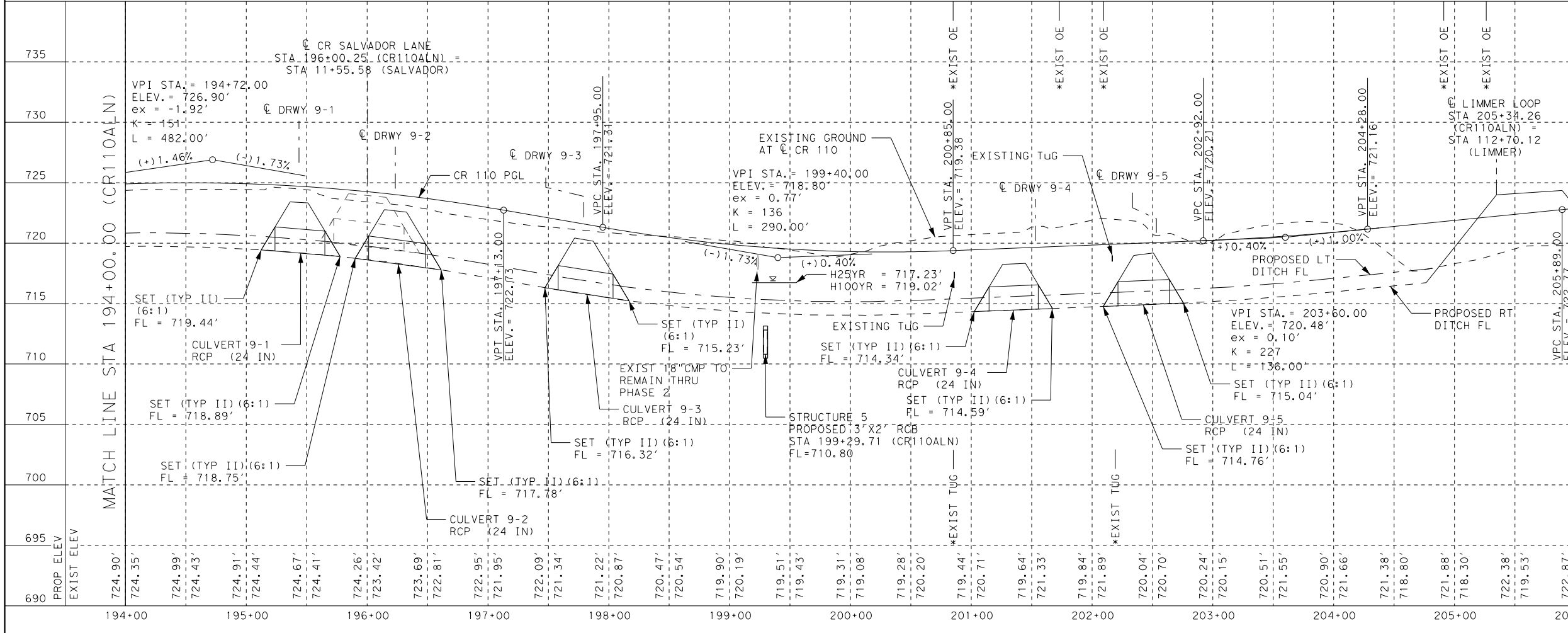
**LEGEND**

- TUG UNDERGROUND TELEPHONE
- OE OVERHEAD ELECTRIC
- OU OVERHEAD UTILITY
- W EXIST WATER LINE
- WW EXIST WASTE WATER LINE
- G EXIST GAS LINE
- FO FIBER OPTIC LINE

H: 0' 25' 50' 100'  
V: 0' 5' 10'

**NOTES:**

- SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE INFORMATION.
- ALL WORK TO BE COORDINATED WITH ANY ONGOING UTILITY RELOCATIONS AND WITH ANY WORK ASSOCIATED WITH ADJACENT PROJECTS.
- SEE INTERSECTION DETAIL SHEETS FOR ALIGNMENT TIES AND GEOMETRIC LAYOUT OF INTERSECTING ROADWAYS.
- SEE REMOVAL PLAN SHEETS FOR LIMITS OF EXISTING PAVEMENT REMOVAL.
- SEE CULVERT CROSS SECTIONS AND BOX CULVERT SUPPLEMENT FOR DRAINAGE STRUCTURE DETAILS.
- LOCATION OF UTILITIES ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.
- SEE DRIVEWAY SUMMARY AND DETAILS SHEET FOR DRIVEWAY DIMENSIONS, GRADES & QUANTITIES.
- SEE RETAINING WALL SHEETS FOR RETAINING WALL SIZES, LOCATIONS, & DETAILS.
- BORE LOCATIONS ARE APPROXIMATE. SEE PROJECT MANUAL FOR DETAILS.
- UTILITY ELEVATIONS UNKNOWN UNLESS OTHERWISE SHOWN.



**100% SUBMITTAL**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF TOMMY G. LEVARIO, P.E. 81258. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. DATE: 7/13/2015

DATE	BY	REV	REVISION

**DANNENBAUM**  
ENGINEERING COMPANY - AUSTIN, LLC  
T.B.P.E. FIRM REGISTRATION #8995  
3409 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731 (512) 345-8905

**WILLIAMSON COUNTY**  
© 2015 BY WILLIAMSON COUNTY, TEXAS; ALL RIGHTS RESERVED.

**CR 110 SOUTH**

**ROADWAY PLAN AND PROFILE**

STA 194+00 TO STA 206+00  
SCALE: HORIZONTAL 1"=100'  
VERTICAL 1"=10'

SHEET 9 OF 12

DESIGNED:	TGL		
DRAWN:	PRP		
CHECKED:	GV		
STATE	COUNTY	PRECINCT	SHEET NO.
TEXAS	WILLIAMSON	4	103

# EXHIBIT "C"

Parcels 38S

## DEED

County Road 110 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 BY THESE PRESENTS:**

That NELSON HOMESTEAD FAMILY PARTNERSHIP, 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 0.080 acre (approximately 3,463 Sq. Ft.) tract of land in the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 38S, Part 1**); and

All of that certain 0.144 acre (approximately 6,275 Sq. Ft.) tract of land in the W. Donaho, Jr. Survey, Abstract No. 173, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 38S, 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 Exhibit "A" 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.

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.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR:**

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,  
a Texas family partnership

By: Nelson Homestead Management, LLC, its general partner

By: \_\_\_\_\_  
John C. Nelson  
Manager

## ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by John C. Nelson, Manager of Nelson Homestead Management, LLC, the general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership, 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:**