

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 44S

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 0.783 acre (34,111 Sq. Ft.) tract of land in the Wm. Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 44S**); and

Drainage Easement interest in and to all of that certain 0.228 acre (9,949 Sq. Ft.) tract of land in the Wm. Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 44E**);

together with all and singular the rights and appurtenances pertaining to such real 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. Parcel 44S is out of Seller's land identified as WCAD Parcel No. R474961 (1.72 acres) and WCAD Parcel No. R055365 (1.56 acres) (said real property, save and except Parcel 44S, being referred to in this Contract as the "Remainder Property").

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits "A-B", any improvements on the Property, and any damage or cost of cure for the Remainder Property as a result of this conveyance (but not damage to the Remainder Property resulting from Purchaser's construction activities upon the Property following Closing), shall be the sum of ONE

HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-SEVEN and 00/100 Dollars (\$185,727.00).

Payment of Purchase Price

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

Special Provisions

2.03. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense (A) one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii between the proposed CR110 roadway improvements and the Remainder Property and (B) one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii for access from the Remainder Property to Limmer Loop/North Redbud Lane/CR109 and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. The centerline of the CR110 driveway permitted herein shall be located at approximately Station 208+35L of the proposed CR 110 roadway improvements (as identified on Exhibit "C" attached hereto and incorporated herein), or at other location agreed to in advance between Purchaser and Seller. The centerline of the Limmer Loop/North Redbud Lane/CR109 driveway permitted herein shall be located at approximately Station 108+50 of the future Redbud Lane roadway improvements, or at another location agreed to in advance between Purchaser and Seller. The parties agree that construction of the driveway permitted herein shall be in replacement of any existing driveway to the Remainder Property from the applicable roadway, and any such existing driveway structures shall be abandoned and removed by Seller upon construction of the applicable driveway permitted herein. Seller shall be responsible for complying with all drainage culvert sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of any such driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules.

2.04 Purchaser has submitted to Seller for approval, and by execution of this Contract Seller does approve, Purchaser's "Drainage Plan" (herein so called), which consist of detailed plans and specifications which are attached hereto as Exhibit "D" for diversion of stormwater runoff from CR 110 north of the Remainder Property through a channel to be constructed by Purchaser within Parcel 44E to a channel along and adjacent to the western boundary of the Remainder Property. Upon submission to Williamson County of any development plans from Paloma Lake Subdivision, Purchaser shall review, comment, and otherwise ensure that the Paloma Lake Subdivision drainage plan has been coordinated and made compatible with the Drainage Plan, in order to properly carry out such Drainage Plan and Paloma Lake development. By execution of this Contract, Purchaser confirms and agrees that the Drainage Plan allows for the conveyance of stormwater runoff from the Remainder Property as improved and that Seller has the legal right to divert such stormwater into the Parcel 44E channel. Prior to the conveyance of any developed flows from the Remainder Property into the Parcel 44E channel, Seller, its

successors or assigns shall submit any development plans and designs to Williamson County for review, comment and approval in order to ensure that any flows are properly conveyed in accordance with the Drainage Plan. The rights and obligations under this Section 2.04 shall survive Closing.

ARTICLE III CLOSING CONDITIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing):

(1) Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

Conditions to Seller's Obligations

3.02. The obligations of Seller hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Seller at or prior to the Closing):

(1) Purchaser shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed and complied with by Purchaser prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser as of the Closing Date, to the best of Seller's current actual knowledge, without inquiry:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

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 ("Title Company"), on or before July 15th, 2017, 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", and deliver a duly executed and acknowledged Drainage Easement conveying such interest to all of the Property described in Exhibit "B", both 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 "E" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein.

(2) Cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring fee simple title to the Property described in Exhibit "A" and an easement estate to the Property described in Exhibit "B" and subject only to those title exceptions listed therein, 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

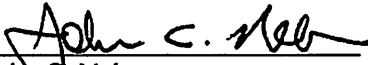
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

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

By: Nelson Homestead Management, LLC,
its general partner


Address: 3404 Glenview Avenue
Austin, Texas 78703

By: 
John C. Nelson
Manager

Date: 6/13/17

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

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

Date: 06-22-2017

EXHIBIT A

County: Williamson
Parcel No.: 44S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 44S

DESCRIPTION OF A 0.783 ACRE (34,111 SQ. FT.) PARCEL, LOCATED IN THE WM. DUNN SURVEY, ABSTRACT NO. 196, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 868.54 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 1998024076 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.783 ACRE (34,111 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 194.42 feet left of Engineer's Centerline Station (E.C.S.) 209+12.00, said point being on the northern line of said remainder of a called 868.54 acre tract, same being on the southern line of a 16.73 acre tract of land as described in a deed to North Paloma Lake, LP, recorded in Document No. 2013000628, O.P.R.W.C.TX., from which a 1/2-inch iron rod with a plastic cap found on said northern line of said remainder tract bears N 77°53'41" W, a distance of 75.23 feet;

THENCE N 80°14'26" E, with the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, a distance of 89.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of E.C.S. 209+08.94 on the proposed west right-of-way line of County Road 110 (C.R. 110), for the **POINT OF BEGINNING** (Grid = N:10178994.66, E:3154670.82) and the northwest corner of the parcel described herein;

1) **THENCE** N 80°14'26" E, departing the proposed west right-of-way line of said C.R. 110, with the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, a distance of 102.63 feet to a 1/2-inch iron rod found 2.43 feet left of E.C.S. 209+05.43 on the existing west right-of-way line of C. R. 110, a variable width right-of-way, (no record information found), for the northeast corner of said remainder of a called 868.54 acre tract and the parcel described herein, from which a 1/2-inch iron rod found on the existing west right-of-way line of said C.R. 110 bears N 16°12'29" W, a distance of 51.22 feet;

THENCE departing the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, with the existing west right-of-way line of said C.R. 110, same being the east line of said remainder of a called 868.54 acre tract, the following two (2) courses and distances numbered 2-3:

- 2) S 16°14'35" E, a distance of 53.73 feet to a 1/2-inch iron rod found 1.81 feet right of E.C.S. 208+51.86, and
- 3) S 11°26'16" E, a distance of 249.73 feet to a 1/2-inch iron rod found 0.59 feet right of E.C.S. 206+02.14, for the northeast corner 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., the southeast corner of said remainder of a called 868.54 acre tract and the parcel described herein, said point being the beginning of a curve to the left;

4) **THENCE** with said curve to the left and the common line of said remainder of a called 868.54 acre tract and said 2.66 acre tract, an arc distance of 158.50 feet, through a central angle of 07°15'55", having a radius of 1,250.00 feet and a chord that bears S 71°03'21" W, a distance of 158.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 156.55 feet left of E.C.S. 205+82.22 on the proposed west right-of-way line of said C.R. 110;

THENCE departing the common line of said remainder of a called 868.54 acre tract and said 2.66 acre tract, with the proposed west right-of-way line of said C.R. 110, over and across said remainder of a called 868.54 acre tract, the following two (2) courses and distances numbered 5-6:

- 5) N 29°15'13" E, a distance of 78.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of E.C.S. 206+41.58, and
- 6) N 11°43'09" W, a distance of 267.36 feet to the **POINT OF BEGINNING** and containing 0.783 acres (34,111 sq. ft.) of land, more or less.

*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	§	

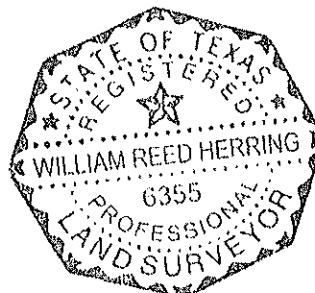
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

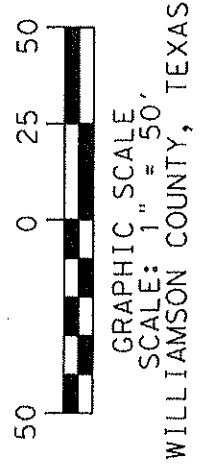
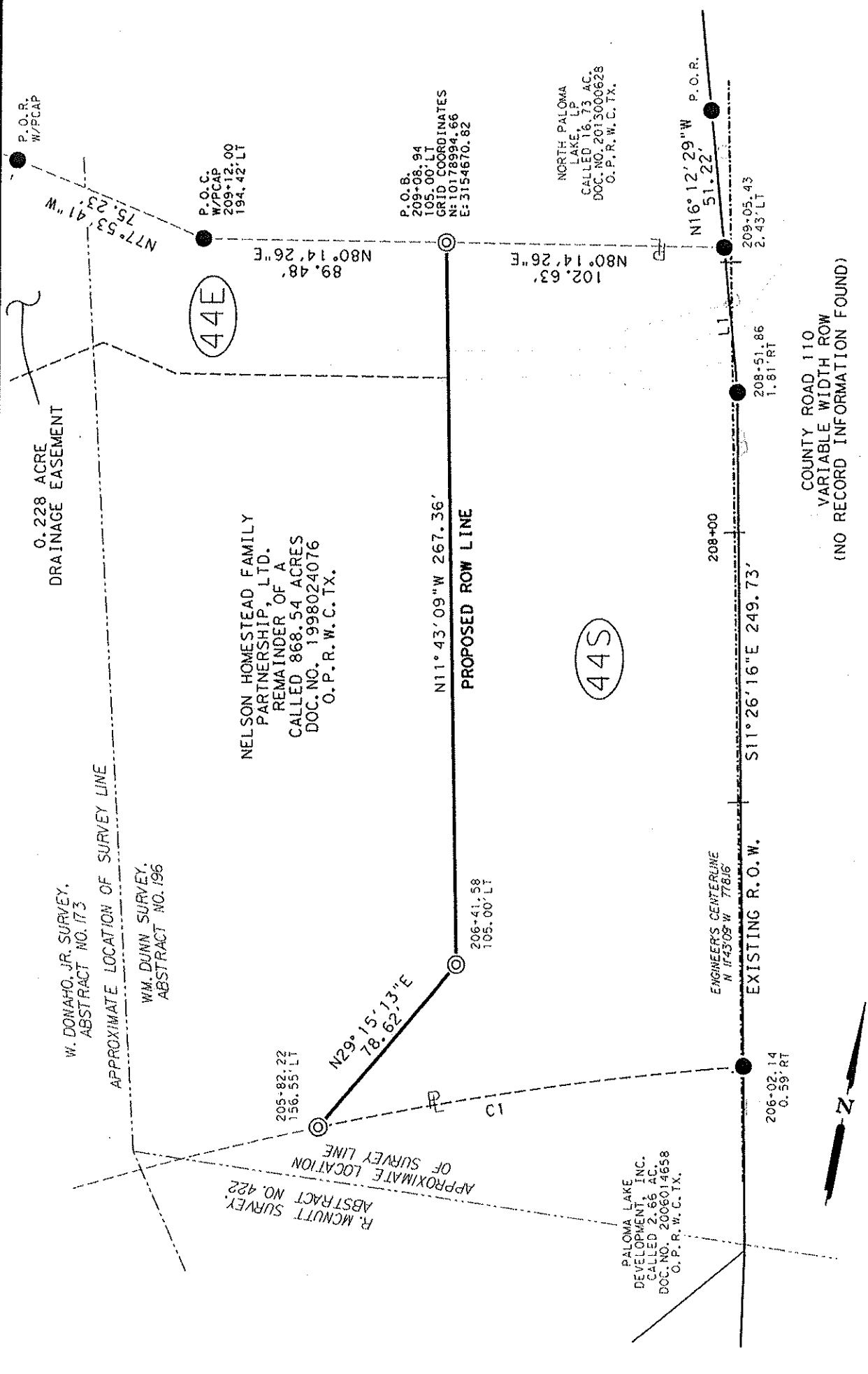
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 28th day of November, 2016.

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





4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064-000

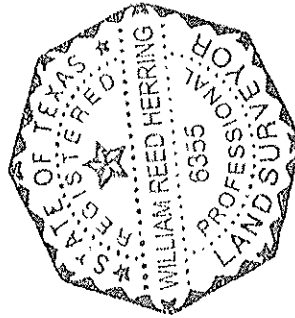
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
PARCEL 44S
0.783 AC. (34,111 SQ. FT.)

FILE: \\saminc\project\1014035067\100\Survey\06Plots\Parcel 44S_R1.dgn

EXISTING	*2.878 AC.	ACQUIRE	0.783 AC.	REMAINING	*2.095 AC. LEFT
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LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- PUBLIC UTILITY EASEMENT
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- POINT OF CURVATURE
- POINT OF TANGENCY
- POINT OF INTERSECTION
- NOT TO SCALE
- DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX.
- DEED LINE (COMMON OWNERSHIP)



NOTES:

- 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.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- 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
 DATE: 11/28/2016

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°15'55" (LT)	1,250.00'	158.50'	158.40'	S71°03'21"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S16°14'35"E	53.73'

TIME: 8:56:48 AM
 DATE: 11/28/2016
 FILE: \\saminc\c\gus\PROJECTS\1014035067\100\Survey\06Plots\Parcel 445.Rt.dgn

PAGE 4 OF 4
 REF. FIELD NOTE NO. 18110.R1

EXISTING	*2,878 AC.	ACQUIRE	0.783 AC.	REMAINING	*2,095 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
 NELSON HOMESTEAD FAMILY
 PARTNERSHIP, LTD.
 PARCEL 445
 0.783 AC. (34,111 SQ. FT.)

EXHIBIT B

County: Williamson
Parcel No.: 44E
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 44E

DESCRIPTION OF A 0.228 ACRE (9,949 SQ. FT.) DRAINAGE EASEMENT, LOCATED IN THE W. DONAHO, JR. SURVEY, ABSTRACT NO. 173 AND THE WM. DUNN SURVEY, ABSTRACT NO. 196, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 868.54 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 1998024076 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.228 ACRE (9,949 SQ. FT.) DRAINAGE EASEMENT, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM, LLC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 322.79 feet left of Engineer's Centerline Station (E.C.S.) 207+78.77, said point being on the west line of said remainder of a called 868.54 acre tract, from which a 1/2-inch iron rod with a plastic cap found bears S 16°37'03" W, a distance of 353.97 feet;

THENCE N 08°16'44" E, with the west line of said remainder of a called 868.54 acre tract, a distance of 75.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 297.12 feet left of E.C.S. 208+49.31, for the **POINT OF BEGINNING** (Grid = N:10178897.27, E:3154494.85) and the southwest corner of the easement described herein;

1) **THENCE** N 08°16'44" E, continuing with the west line of said remainder of a called 868.54 acre tract, a distance of 99.04 feet to a 1/2-inch iron rod with a plastic cap found 263.24 feet left of E.C.S. 209+42.39 on the north line of said remainder of a called 868.54 acre tract, same being the south line of a 16.73 acre tract of land as described in a deed to North Paloma Lake, LP, recorded in Document No. 2013000628, O.P.R.W.C.TX., for the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found leaning bears N 78°00'34" W, a distance of 245.17 feet;

THENCE departing the west line of said remainder of a called 868.54 acre tract, with the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, the following two (2) courses and distances numbered 2-3:

- 2) S 77°53'41" E, a distance of 75.23 feet to a 1/2-inch iron rod with a plastic cap found 194.42 feet left of E.C.S. 209+12.00, and
- 3) N 80°14'26" E, a distance of 89.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of E.C.S. 209+08.94 on the proposed west right-of-way line of County Road 110 (C.R. 110), for the northeast corner of the easement described herein, from which a 1/2-inch iron rod found on the existing west right-of-way line of said C.R. 110, a variable width right-of-way, (no record information found), for the northeast corner of said remainder of a called 868.54 acre tract bears N 80°14'26" E, a distance of 102.63 feet;

THENCE departing the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, over and across said remainder of a called 868.54 acre tract, the following four (4) courses and distances numbered 4-7:

- 4) S 11°43'09" E, with the proposed west right-of-way line of said C.R. 110, a distance of 50.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of E.C.S. 208+58.91, for the southeast corner of the easement described herein,
- 5) S 80°14'26" W, departing the proposed west right-of-way line of said C.R. 110, a distance of 100.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 205.79 feet left of E.C.S. 208+62.36,
- 6) N 77°53'41" W, a distance of 29.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 232.73 feet left of E.C.S. 208+74.26, and
- 7) S 57°06'19" W, a distance of 69.05 feet to the **POINT OF BEGINNING** and containing 0.228 acres (9,949 sq. ft.) of land, more or less.

*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
COUNTY OF TRAVIS


§
§
§

KNOW ALL MEN BY THESE PRESENTS:

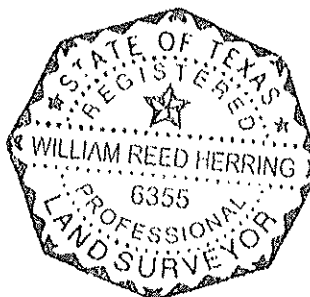
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of November, 2016.

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

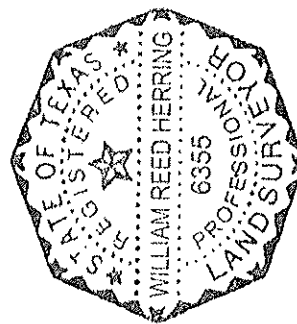


LEGEND

- CONCRETE MONUMENT FOUND
- TYPE 11 CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- P PROPERTY LINE
- P 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
- DEED LINE (COMMON OWNERSHIP)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S11°43'09"E	50.03'
L2	N77°53'41"W	29.45'



NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAD88 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.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- 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
 DATE 11/18/2016

FILE: \\saminc\aus\PROJECTS\1014035067\100\Survey\06Plats\Easement 44.dgn REF. FIELD NOTE NO. 32409
 EXISTING 868.54 AC. ACQUIRE N/A REMAINING 868.54 AC. LEFT

4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Farm Registration No. 10084000



EASEMENT SKETCH
 SHOWING PROPERTY OF
 NELSON HOMESTEAD
 FAMILY PARTNERSHIP, LTD.
 PARCEL 44E
 0.228 AC. (9,949 SQ. FT.)


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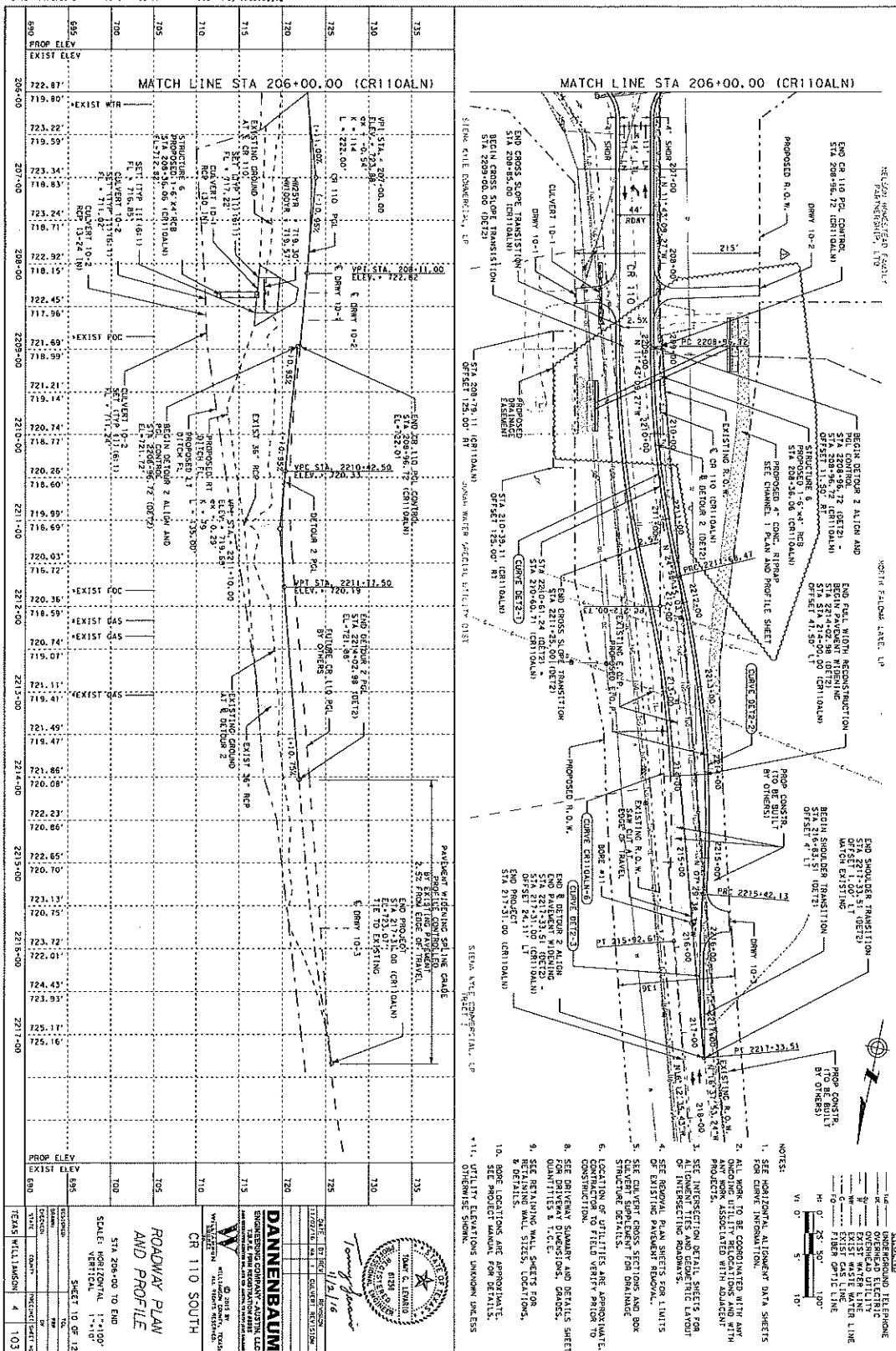


EXHIBIT "D" (Page 1 of 23)

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	INDEX SHEET
2	INDEX OF SHEETS
3	INDEX OF SHEETS
4	INDEX OF SHEETS

SEE SHEET 2 FOR DETAILED INDEX OF SHEETS

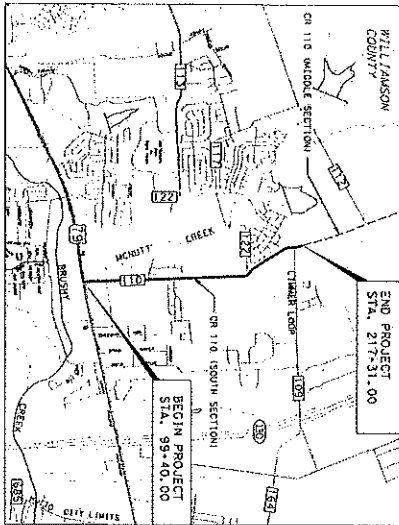
WILLIAMSON COUNTY

CR 110 SOUTH SECTION PRECINCT NUMBER 4

NET LENGTH OF ROADWAY = 11,687.00 FT (2.210 MILES)
NET LENGTH OF BRIDGE = 124.00 FT (0.023 MILES)
NET LENGTH OF PROJECT = 11,791.00 FT (2.233 MILES)

LIMITS: FROM US 79 TO NORTH OF LAMER LOOP

FOR THE CONSTRUCTION OF THREE LANE FACILITY WITH CONTINUOUS LEFT TURN
CONSISTING OF: PAVING, GRADING, BRIDGES, DRAINAGE, RETAINING WALLS,
SIGNING AND FURNISHING MATERIALS.



EXCEPTIONS: NONE
EQUATIONS: NONE
MATERIALS: NONE
MATERIALS: NONE
MATERIALS: NONE
AREA OF DISTURBANCE: 48.5 ACRES

DANNENBAUM

ENGINEERING & ARCHITECTURE, LLC
10000 N. MOORE AVENUE, SUITE 100
DALLAS, TEXAS 75243

PREPARED BY: DANNENBAUM ENGINEERING COMPANY - AUSTIN, LLC (DESIGN CONSULTANT)

PROJECT MANAGER: *Tammy L. Lewis* DATE: *5-23-16*



100%
SUBMITTAL



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APPROVED BY:

WILLIAMSON COUNTY

DAN A. GATTS

WILLIAMSON COUNTY JUDGE

DATE: *09-09-2016*

APPROVED BY:

WILLIAMSON COUNTY

RON MORRISON

WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4

DATE: *09-09-2016*

APPROVED BY:

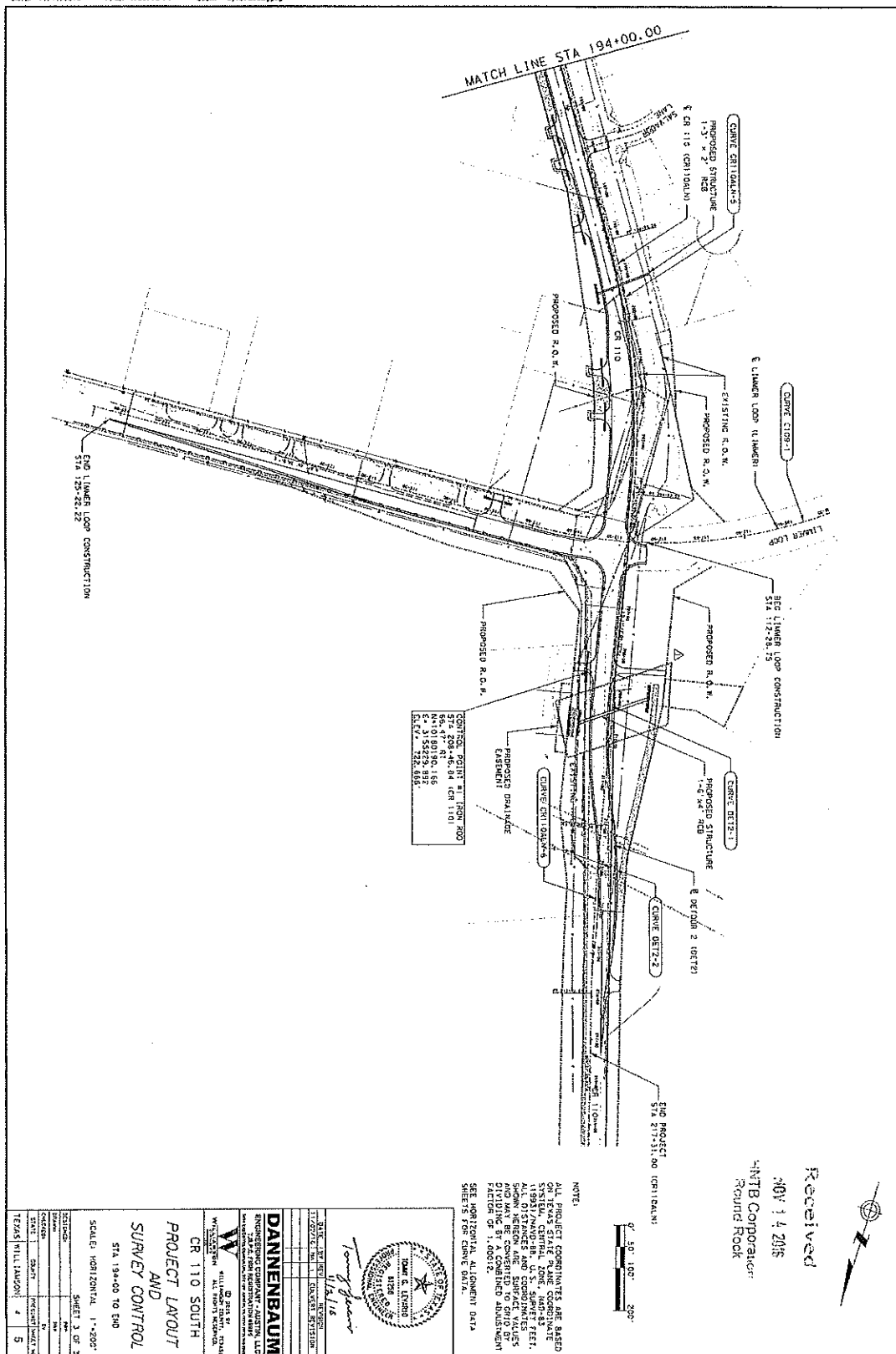
WILLIAMSON COUNTY

RICHARD L. RICHARDS, PE

ROAD BOND MANAGER

DATE: *09-09-2016*


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EXHIBIT "D" (Page 5 of 23)

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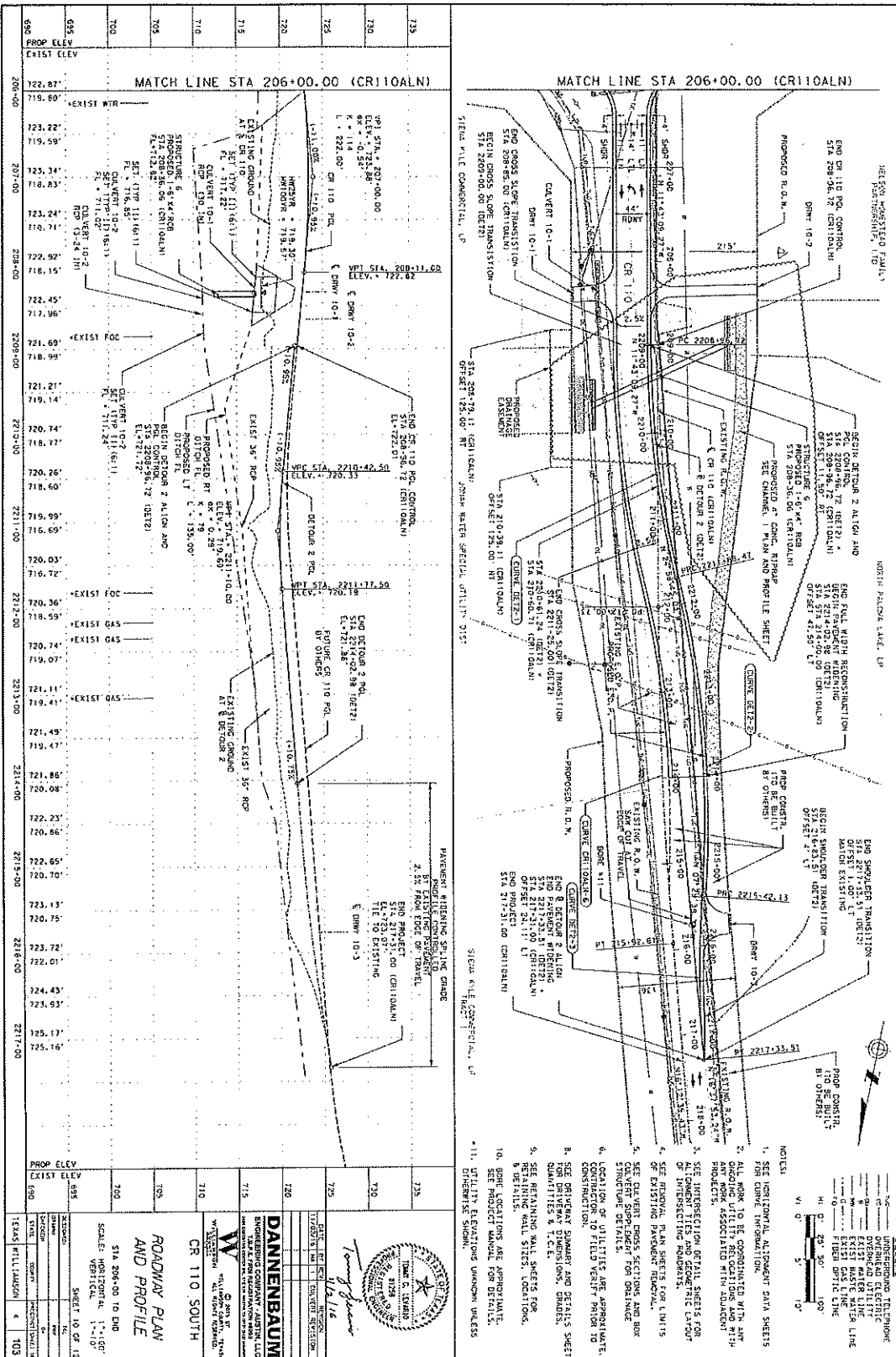


EXHIBIT "D" (Page 7 of 23)

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CROSS-CULVERT HYDRAULIC DATA													
Upstream							Downstream						
Structure ID	Size	Approach Slope (ft/ft)	Wingwall Slope (ft/ft)	Inlet Slope (ft/ft)	Station	Offset	Approach Slope (ft/ft)	Wingwall Slope (ft/ft)	Inlet Slope (ft/ft)	Station	Offset	Approach Slope (ft/ft)	Wingwall Slope (ft/ft)
Structure 1	24" RCP	-	-	-	651.71	29.45, 47	-	-	-	-	-	-	-
Structure 2	36" RCP	-	-	-	651.13	130.03, 43	23.37	-	-	-	-	-	-
Structure 3	48" x 14" Box Culv	9.50	45.00	40.31	651.28	135.73, 65	-55.50	655.21	6.60	656.28	10.12	9.50	45.00
Structure 4	48" x 14" Box Culv	7.00	10.33	3.00	712.45	188.26, 74	57.48	714.31	6.00	714.74	6.50	-	-
Structure 5	48" x 14" Box Culv	7.00	10.33	3.00	712.15	196.41, 27	54.03	717.23	9.40	719.02	12.70	n/a	n/a
Structure 6	48" x 14" Box Culv	7.00	10.33	3.00	712.69	209.65, 55	75.50	717.84	8.95	719.07	9.94	7.00	60.00

HYDRAULIC SUMMARY TABLE 1													
10	Drainage Area	Area	Method	Time of Conc. (min)	Runoff C	Intensity (ft/yr)	Discharge (cfs)	50yr	Runoff C	Intensity (ft/yr)	Discharge (cfs)	100yr	Runoff C
Structure 1	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 2	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 3	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 4	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 5	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 6	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59

HYDRAULIC SUMMARY TABLE 2													
10	Drainage Area	Area	Method	Time of Conc. (min)	Runoff C	Intensity (ft/yr)	Discharge (cfs)	50yr	Runoff C	Intensity (ft/yr)	Discharge (cfs)	100yr	Runoff C
Structure 1	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 2	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 3	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 4	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 5	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 6	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59

HYDRAULIC SUMMARY TABLE 3													
10	Drainage Area	Area	Method	Time of Conc. (min)	Runoff C	Intensity (ft/yr)	Discharge (cfs)	50yr	Runoff C	Intensity (ft/yr)	Discharge (cfs)	100yr	Runoff C
Structure 1	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 2	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 3	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 4	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 5	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59
Structure 6	0.1	3.23	100%	18.05	0.55	1.07	16.50	N/A	0.59	8.50	19.35	N/A	0.59

HYDRAULIC DATA FOR ROUTE FLOW AT BRIDGE SECTION													
Label	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value	Unit	Value
Bridge Section	Spread	0.055	4.37	1.5	0.05	0.02	12.97	0.013	1.72	0.31	0.05	2.54	

HYDRAULIC SUMMARY TABLE 4 - FUTURE ROAD INLETS													
10	Drainage Area	Area	Method	Time of Conc. (min)	Runoff C	Intensity (ft/yr)	Discharge (cfs)	50yr	Runoff C	Intensity (ft/yr)	Discharge (cfs)	100yr	Runoff C
Inlet A Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet A Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet B Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet B Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet C Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet C Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet D Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet D Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet E Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet E Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet F Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet F Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet G Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet G Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet H Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet H Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet I Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet I Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet J Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet J Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet K Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet K Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet L Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet L Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet M Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet M Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet N Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet N Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet O Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet O Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet P Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet P Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet Q Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet Q Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet R Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet R Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet S Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet S Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet T Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet T Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet U Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet U Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet V Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet V Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet W Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet W Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet X Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet X Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet Y Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet Y Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet Z Right	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98
Inlet Z Left	0.1	0.05	100%	5.00	0.50	11.69	0.54	0.98	15.01	0.74	2.37	0.74	0.98

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DALLAS, TEXAS 75243
TEL: 972.441.1100
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CR 110 SOUTH

HYDRAULIC & HYDROLOGIC SUMMARY

SHEET 5 OF 6

DATE: 5/23/2016

DESIGNED BY: mjz

CHECKED BY: mjz

INCHES: 1/8"

FEET:

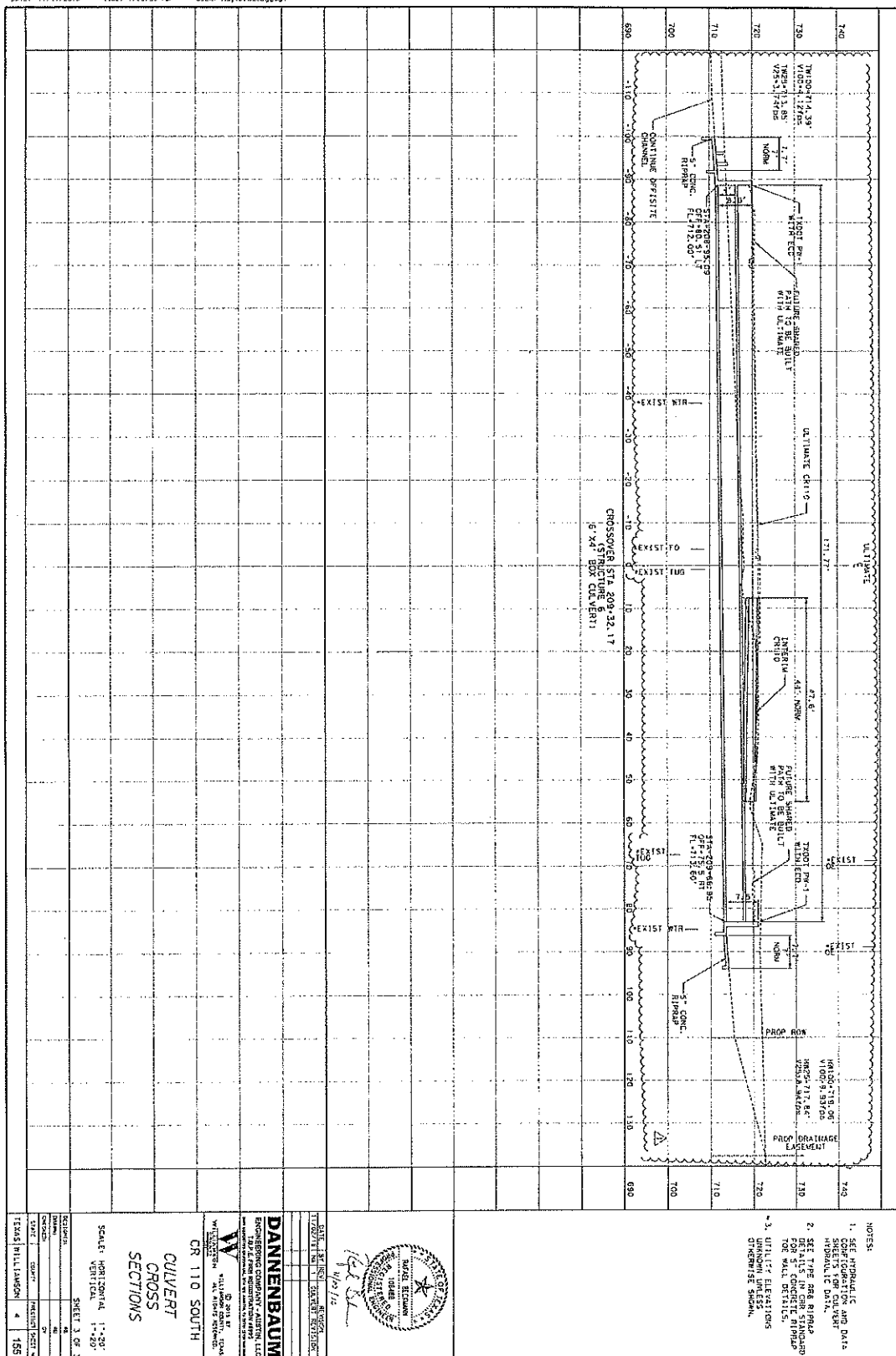
EXHIBIT "D" (Page 8 of 23)

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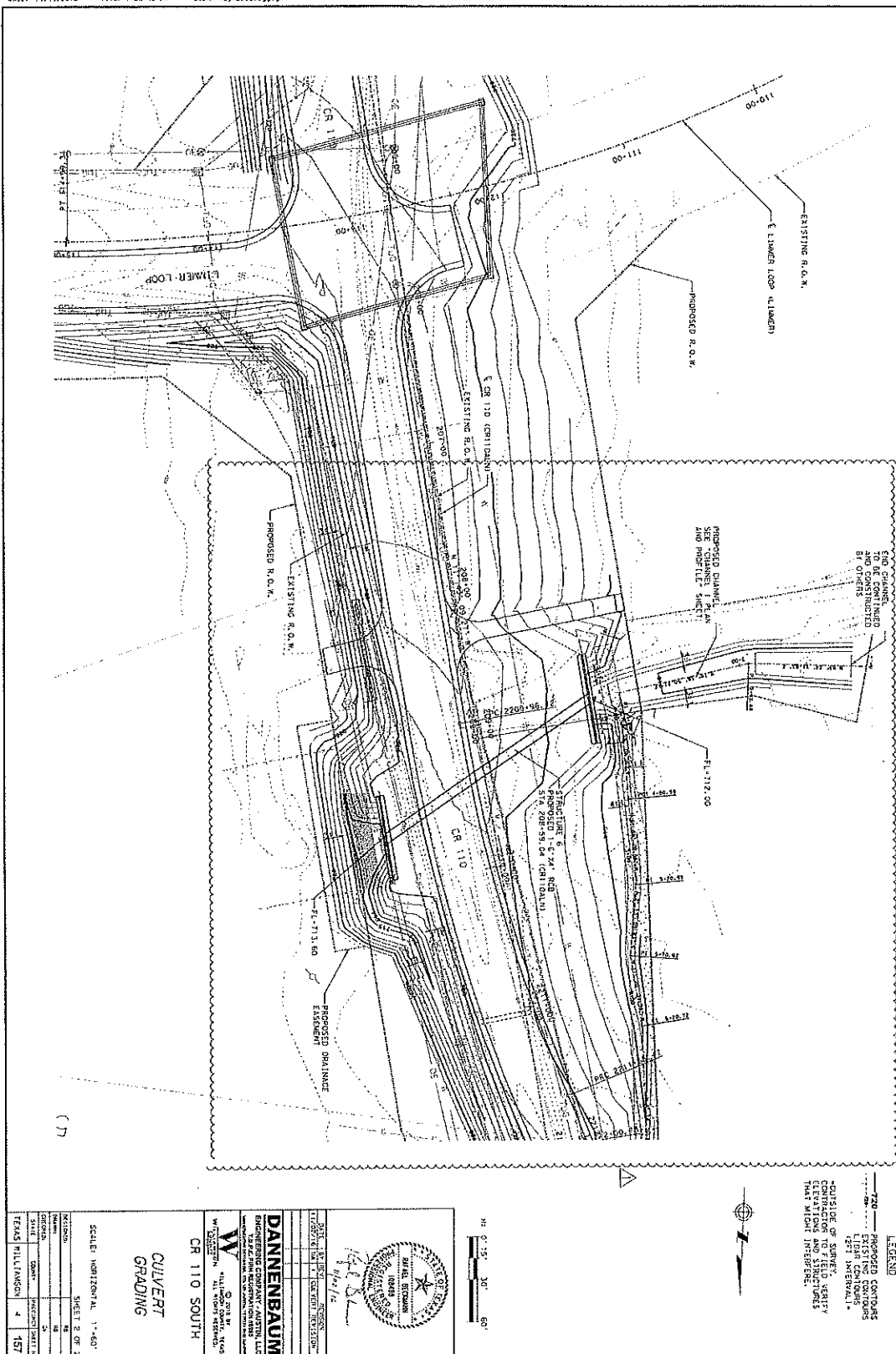
Table 5 - Culvert Summary Table: STR 6

Total Discharge (cfs)	Inlet Elevation (ft)	Inlet Control Depth (ft)	Outlet Control Depth (ft)	Flow Type	Normal Depth (ft)	Outlet Depth (ft)	Outlet Depth (ft)	Tailwater Depth (ft)	Outlet Velocity (ft/s)	Tailwater Velocity (ft/s)
0.00	714.50	0.00	0.00	D-1	0.00	0.00	0.00	0.00	0.00	0.00
14.41	714.24	1.13	0.00	1-5.25	0.40	0.40	0.40	0.40	6.32	1.88
28.83	713.98	1.17	0.00	1-5.25	0.75	0.75	0.75	0.75	7.01	2.04
43.24	713.74	1.21	0.00	1-5.25	1.00	1.00	1.00	1.00	7.67	2.19
57.65	713.50	1.25	0.00	1-5.25	1.25	1.25	1.25	1.25	8.33	2.34
72.06	713.26	1.29	0.00	1-5.25	1.50	1.50	1.50	1.50	8.99	2.49
86.47	713.02	1.33	0.00	1-5.25	1.75	1.75	1.75	1.75	9.65	2.64
100.88	712.78	1.37	0.00	1-5.25	2.00	2.00	2.00	2.00	10.31	2.79
115.29	712.54	1.41	0.00	1-5.25	2.25	2.25	2.25	2.25	10.97	2.94
129.70	712.30	1.45	0.00	1-5.25	2.50	2.50	2.50	2.50	11.63	3.09
144.11	712.06	1.49	0.00	1-5.25	2.75	2.75	2.75	2.75	12.29	3.24
158.52	711.82	1.53	0.00	1-5.25	3.00	3.00	3.00	3.00	12.95	3.39
172.93	711.58	1.57	0.00	1-5.25	3.25	3.25	3.25	3.25	13.61	3.54
187.34	711.34	1.61	0.00	1-5.25	3.50	3.50	3.50	3.50	14.27	3.69
201.75	711.10	1.65	0.00	1-5.25	3.75	3.75	3.75	3.75	14.93	3.84
216.16	710.86	1.69	0.00	1-5.25	4.00	4.00	4.00	4.00	15.59	3.99
230.57	710.62	1.73	0.00	1-5.25	4.25	4.25	4.25	4.25	16.25	4.14
244.98	710.38	1.77	0.00	1-5.25	4.50	4.50	4.50	4.50	16.91	4.29
259.39	710.14	1.81	0.00	1-5.25	4.75	4.75	4.75	4.75	17.57	4.44
273.80	709.90	1.85	0.00	1-5.25	5.00	5.00	5.00	5.00	18.23	4.59
288.21	709.66	1.89	0.00	1-5.25	5.25	5.25	5.25	5.25	18.89	4.74
302.62	709.42	1.93	0.00	1-5.25	5.50	5.50	5.50	5.50	19.55	4.89
317.03	709.18	1.97	0.00	1-5.25	5.75	5.75	5.75	5.75	20.21	5.04
331.44	708.94	2.01	0.00	1-5.25	6.00	6.00	6.00	6.00	20.87	5.19
345.85	708.70	2.05	0.00	1-5.25	6.25	6.25	6.25	6.25	21.53	5.34
360.26	708.46	2.09	0.00	1-5.25	6.50	6.50	6.50	6.50	22.19	5.49
374.67	708.22	2.13	0.00	1-5.25	6.75	6.75	6.75	6.75	22.85	5.64
389.08	707.98	2.17	0.00	1-5.25	7.00	7.00	7.00	7.00	23.51	5.79
403.49	707.74	2.21	0.00	1-5.25	7.25	7.25	7.25	7.25	24.17	5.94
417.90	707.50	2.25	0.00	1-5.25	7.50	7.50	7.50	7.50	24.83	6.09
432.31	707.26	2.29	0.00	1-5.25	7.75	7.75	7.75	7.75	25.49	6.24
446.72	707.02	2.33	0.00	1-5.25	8.00	8.00	8.00	8.00	26.15	6.39
461.13	706.78	2.37	0.00	1-5.25	8.25	8.25	8.25	8.25	26.81	6.54
475.54	706.54	2.41	0.00	1-5.25	8.50	8.50	8.50	8.50	27.47	6.69
489.95	706.30	2.45	0.00	1-5.25	8.75	8.75	8.75	8.75	28.13	6.84
504.36	706.06	2.49	0.00	1-5.25	9.00	9.00	9.00	9.00	28.79	6.99
518.77	705.82	2.53	0.00	1-5.25	9.25	9.25	9.25	9.25	29.45	7.14
533.18	705.58	2.57	0.00	1-5.25	9.50	9.50	9.50	9.50	30.11	7.29
547.59	705.34	2.61	0.00	1-5.25	9.75	9.75	9.75	9.75	30.77	7.44
562.00	705.10	2.65	0.00	1-5.25	10.00	10.00	10.00	10.00	31.43	7.59
576.41	704.86	2.69	0.00	1-5.25	10.25	10.25	10.25	10.25	32.09	7.74
590.82	704.62	2.73	0.00	1-5.25	10.50	10.50	10.50	10.50	32.75	7.89
605.23	704.38	2.77	0.00	1-5.25	10.75	10.75	10.75	10.75	33.41	8.04
619.64	704.14	2.81	0.00	1-5.25	11.00	11.00	11.00	11.00	34.07	8.19
634.05	703.90	2.85	0.00	1-5.25	11.25	11.25	11.25	11.25	34.73	8.34
648.46	703.66	2.89	0.00	1-5.25	11.50	11.50	11.50	11.50	35.39	8.49
662.87	703.42	2.93	0.00	1-5.25	11.75	11.75	11.75	11.75	36.05	8.64
677.28	703.18	2.97	0.00	1-5.25	12.00	12.00	12.00	12.00	36.71	8.79
691.69	702.94	3.01	0.00	1-5.25	12.25	12.25	12.25	12.25	37.37	8.94
706.10	702.70	3.05	0.00	1-5.25	12.50	12.50	12.50	12.50	38.03	9.09
720.51	702.46	3.09	0.00	1-5.25	12.75	12.75	12.75	12.75	38.69	9.24
734.92	702.22	3.13	0.00	1-5.25	13.00	13.00	13.00	13.00	39.35	9.39
749.33	701.98	3.17	0.00	1-5.25	13.25	13.25	13.25	13.25	40.01	9.54
763.74	701.74	3.21	0.00	1-5.25	13.50	13.50	13.50	13.50	40.67	9.69
778.15	701.50	3.25	0.00	1-5.25	13.75	13.75	13.75	13.75	41.33	9.84
792.56	701.26	3.29	0.00	1-5.25	14.00	14.00	14.00	14.00	41.99	9.99
806.97	701.02	3.33	0.00	1-5.25	14.25	14.25	14.25	14.25	42.65	10.14
821.38	700.78	3.37	0.00	1-5.25	14.50	14.50	14.50	14.50	43.31	10.29
835.79	700.54	3.41	0.00	1-5.25	14.75	14.75	14.75	14.75	43.97	10.44
850.20	700.30	3.45	0.00	1-5.25	15.00	15.00	15.00	15.00	44.63	10.59
864.61	700.06	3.49	0.00	1-5.25	15.25	15.25	15.25	15.25	45.29	10.74
879.02	699.82	3.53	0.00	1-5.25	15.50	15.50	15.50	15.50	45.95	10.89
893.43	699.58	3.57	0.00	1-5.25	15.75	15.75	15.75	15.75	46.61	11.04
907.84	699.34	3.61	0.00	1-5.25	16.00	16.00	16.00	16.00	47.27	11.19
922.25	699.10	3.65	0.00	1-5.25	16.25	16.25	16.25	16.25	47.93	11.34
936.66	698.86	3.69	0.00	1-5.25	16.50	16.50	16.50	16.50	48.59	11.49
951.07	698.62	3.73	0.00	1-5.25	16.75	16.75	16.75	16.75	49.25	11.64
965.48	698.38	3.77	0.00	1-5.25	17.00	17.00	17.00	17.00	49.91	11.79
979.89	698.14	3.81	0.00	1-5.25	17.25	17.25	17.25	17.25	50.57	11.94
994.30	697.90	3.85	0.00	1-5.25	17.50	17.50	17.50	17.50	51.23	12.09
1008.71	697.66	3.89	0.00	1-5.25	17.75	17.75	17.75	17.75	51.89	12.24
1023.12	697.42	3.93	0.00	1-5.25	18.00	18.00	18.00	18.00	52.55	12.39
1037.53	697.18	3.97	0.00	1-5.25	18.25	18.25	18.25	18.25	53.21	12.54
1051.94	696.94	4.01	0.00	1-5.25	18.50	18.50	18.50	18.50	53.87	12.69
1066.35	696.70	4.05	0.00	1-5.25	18.75	18.75	18.75	18.75	54.53	12.84
1080.76	696.46	4.09	0.00	1-5.25	19.00	19.00	19.00	19.00	55.19	12.99
1095.17	696.22	4.13	0.00	1-5.25	19.25	19.25	19.25	19.25	55.85	13.14
1109.58	695.98	4.17	0.00	1-5.25	19.50	19.50	19.50	19.50	56.51	13.29
1123.99	695.74	4.21	0.00	1-5.25	19.75	19.75	19.75	19.75	57.17	13.44
1138.40	695.50	4.25	0.00	1-5.25	20.00	20.00	20.00	20.00	57.83	13.59
1152.81	695.26	4.29	0.00	1-5.25	20.25	20.25	20.25	20.25	58.49	13.74
1167.22	695.02	4.33	0.00	1-5.25	20.50	20.50	20.50	20.50	59.15	13.89
1181.63	694.78	4.37	0.00	1-5.25	20.75	20.75	20.75	20.75	59.81	14.04
1196.04	694.54	4.41	0.00	1-5.25	21.00	21.00	21.00	21.00	60.47	14.19
1210.45	694.30	4.45	0.00	1-5.25	21.25	21.25	21.25	21.25	61.13	14.34
1224.86	694.06	4.49	0.00	1-5.25	21.50	21.50	21.50	21.50	61.79	14.49
1239.27	693.82	4.53	0.00	1-5.25	21.75	21.75	21.75	21.75	62.45	14.64
1253.68	693.58	4.57	0.00	1-5.25	22.00	22.00	22.00	22.00	63.11	14.79
1268.09	693.34	4.61	0.00	1-5.25	22.25	22.25	22.25	22.25	63.77	14.94
1282.50	693.10	4.65	0.00	1-5.25	22.50	22.50	22.50	22.50	64.43	15.09
1296.91	692.86	4.69	0.00	1-5.25	22.75	22.75	22.75	22.75	65.09	15.24
1311.32	692.62	4.73	0.00	1-5.25	23.00	23.00	23.00	23.00	65.75	15.39
1325.73	692.38	4.77	0.00	1-5.25	23.25	23.25	23.25	23.25	66.41	15.54
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1368.96	691.66	4.89	0.00	1-5.25	24.00	24.00	24.00	24.00	68.39	15.99
1383.37	691.42	4.93	0.00	1-5.25	24.25	24.25	24.25	24.25	69.05	16.14
1397.78	691.18	4.97	0.00	1-5.25	24.50	24.50	24.50	24.50	69.71	16.29
1412.19	690.94	5.01	0.00	1-5.25	24.75	24.75	24.75	24.75	70.37	16.44
1426.60	690.70	5.05	0.00	1-5.25	25.00	25.00	25.00	25.00	71.03	16.59
1441.01	690.46	5.09	0.00	1-5.25	25.25	25.25	25.25	25.25	71.69	16.74
1455.42	690.22	5.13	0.00	1-5.25	25.50	25.50	25.50	25.50	72.35	16.89
1469.83	690.00	5.17	0.00	1-5.25	25.75	25.75	25.75	25.75	73.01	17.04
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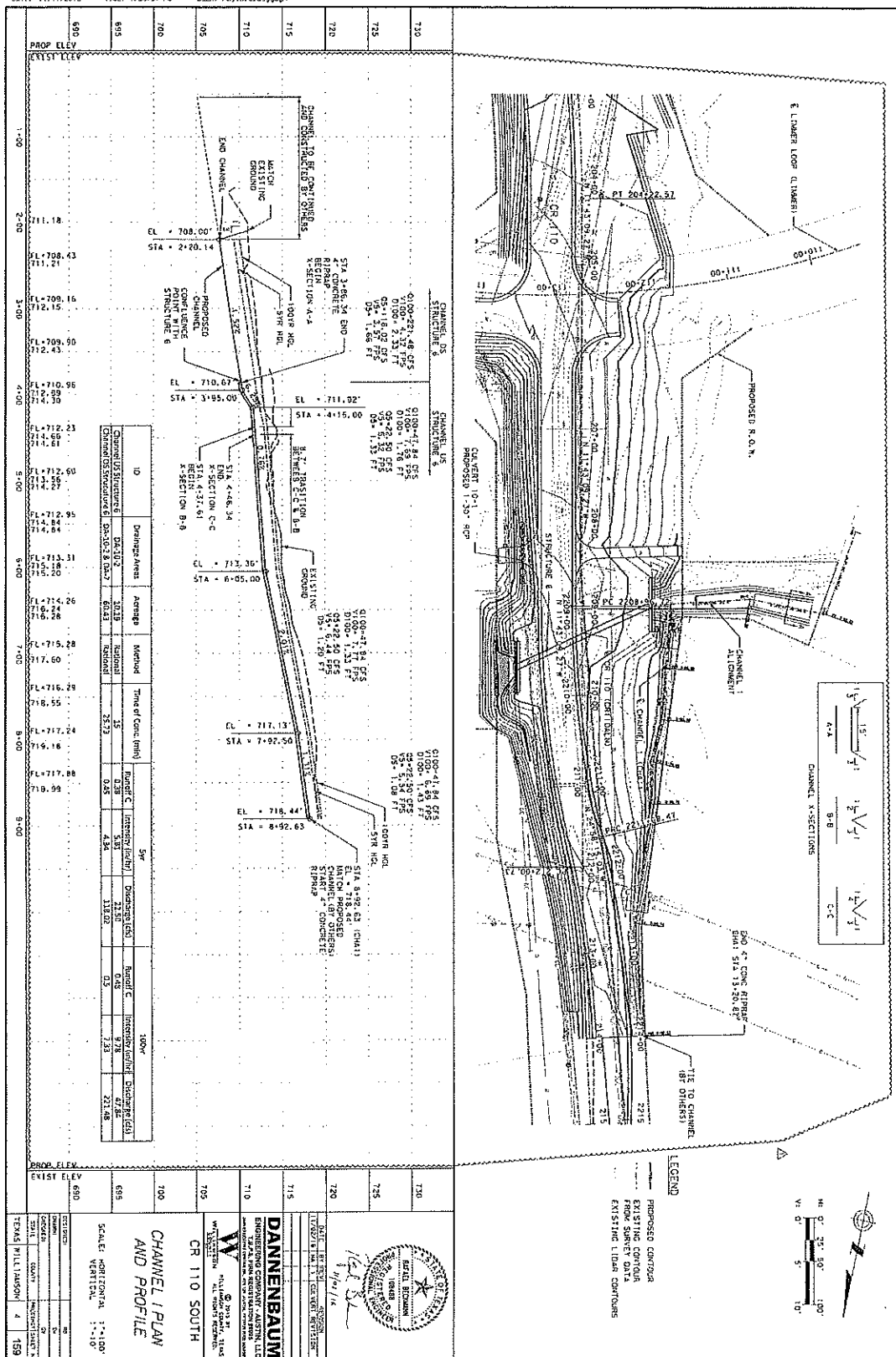


CHANNEL 1

Beginning count		Count description		
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Course from 22 to 23	N	23, 189, 24	0.167	102.82
Point 23	N	10,180, 178, 28	0.167	102.82
Course from 23 to 24	N	24, 186, 90, 77	0.167	102.82
Point 24	N	10,180, 202, 44	0.167	102.82
Course from 24 to 25	N	25, 187, 20, 58	0.167	102.82
Point 25	N	10,180, 216, 54	0.167	102.82
Course from 25 to 26	N	26, 187, 20, 58	0.167	102.82
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Course from 26 to 27	N	27, 187, 20, 58	0.167	102.82
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Point 30	N	10,180, 336, 08	0.167	102.82
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Course from 31 to 32	N	32, 187, 20, 58	0.167	102.82
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Course from 47 to 48	N	48, 187, 20, 58	0.167	102.82
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Course from 49 to 50	N	50, 187, 20, 58	0.167	102.82
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[illegible][illegible]

- ① The wage rate shown will be rounded to the nearest cent per hour, depending on period.
- ② Concrete volume shown is for box culvert + curb only. Concrete volume for sidewalks and curbs is not included. Area must be increased by a factor of 1.07 if Class II concrete is required for the job size of the culvert. Concrete for bridge piers is not included. Concrete for bridge deck is considered part of the box culvert for payment.
- ③ Concrete volume shown is total of wing, footings, abutment, approach slabs, centerline channel walls and curb quantities as well as included.
- ④ Specifications of the type of culvert shown on this sheet. The Contractor shall have the duty of furnishing all items or elements on the plans. If the Contractor desires to provide culverts of a different type than specified, he shall submit a written proposal to the Resident Engineer to make the necessary adjustments to the dimensions and quantities shown.

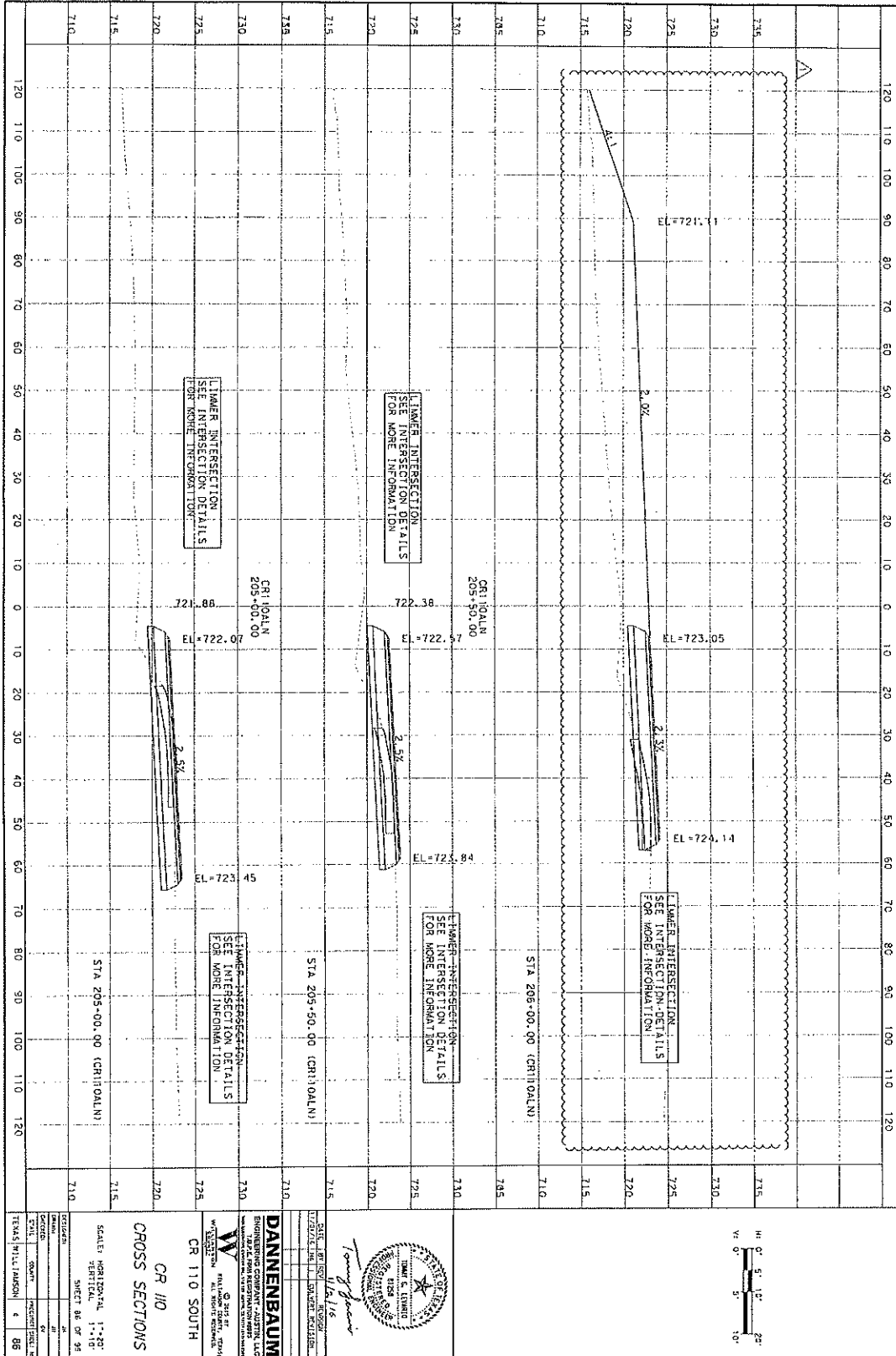
Texas Department of Transportation
Bridge Division
Standard

BOX CULVERT SUPPLEMENT
WINGS AND END TREATMENTS

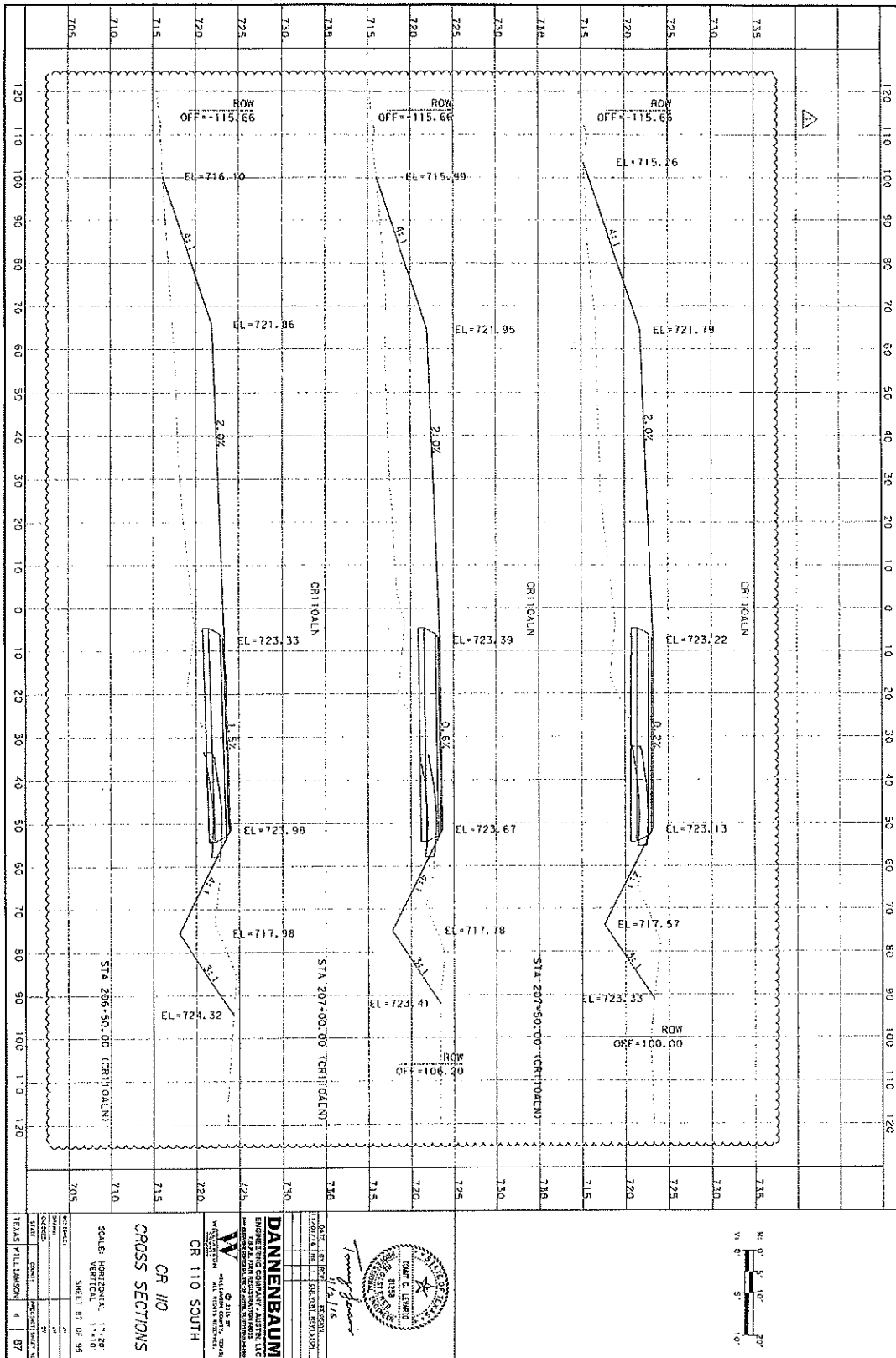
BCS

NAME		KUNSHAD, John	
DATE		February, 1933	
ADDRESS		4417-13	
NO	EXPOS	NO	EXPOS
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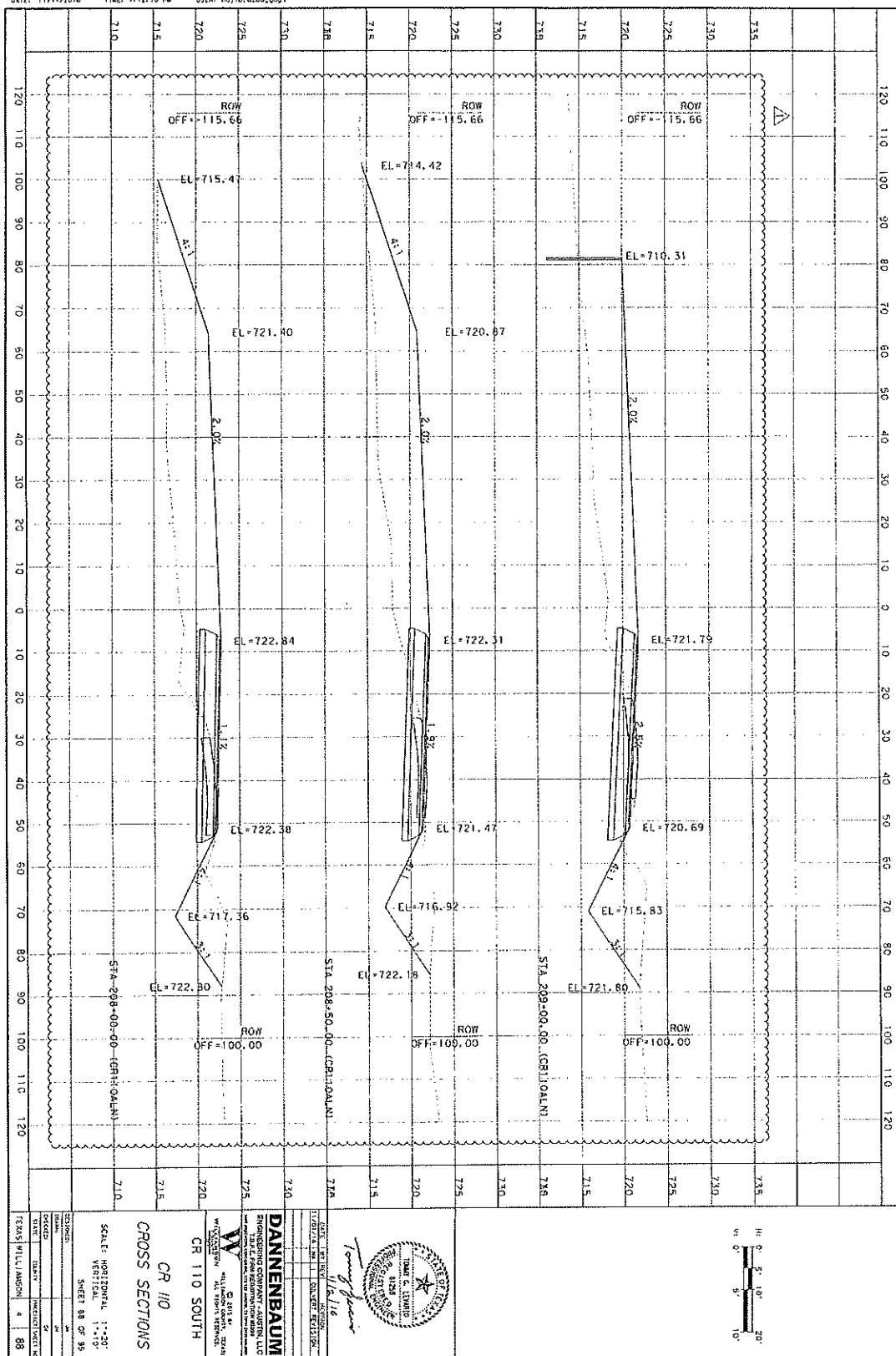

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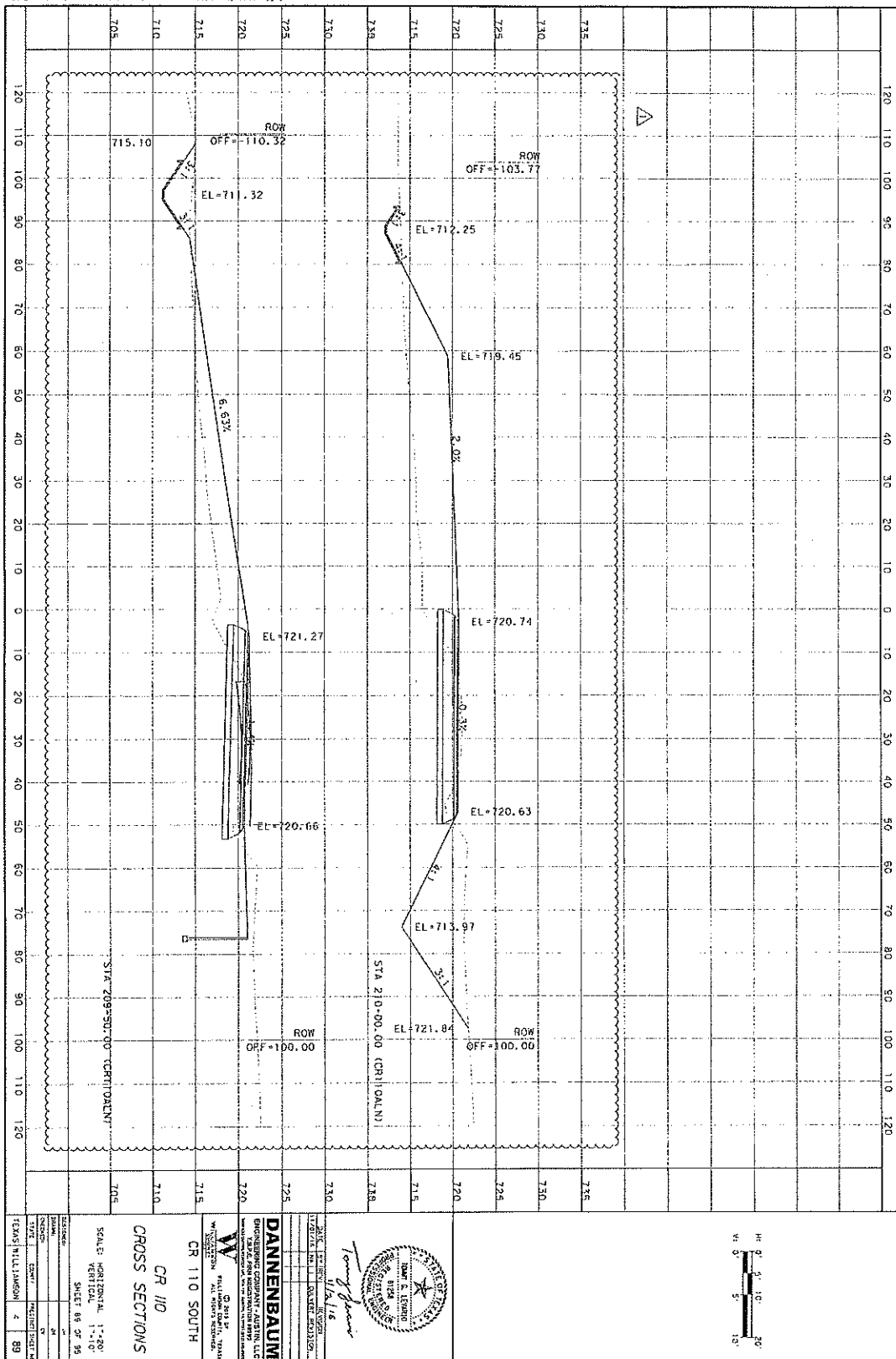
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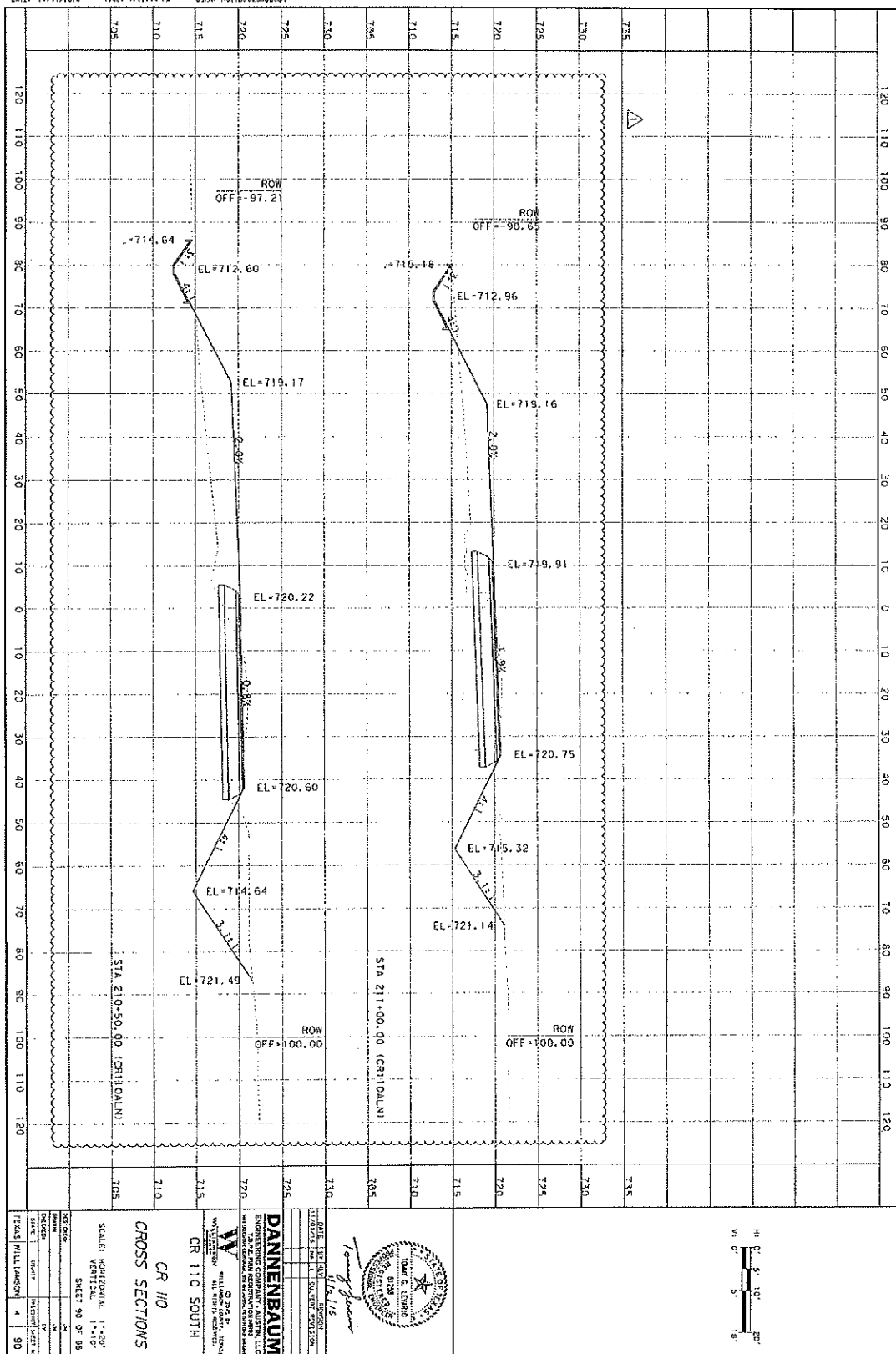
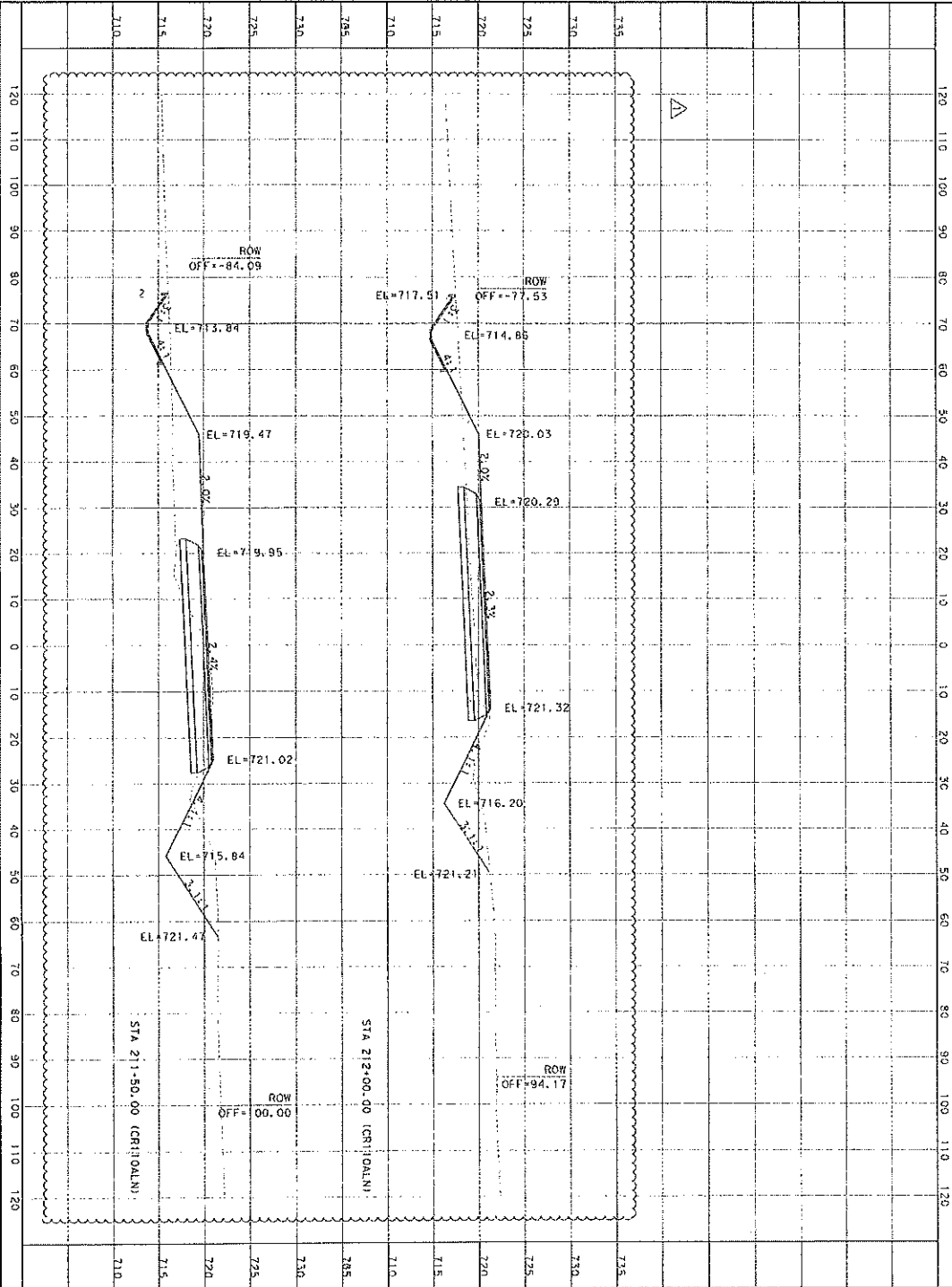


EXHIBIT "D" (Page 19 of 23)

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CROSS SECTIONS

CR 110

STA 211+50.00 (CR110ALN)

STA 212+00.00 (CR110ALN)

CR 110 SOUTH

SCALE: HORIZONTAL 1"=40'

VERTICAL 1"=10'

SHEET 91 OF 95

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/11/2016

PROJECT: [Project Name]

TEXAS FILL TOLERANCE: 4" 91"

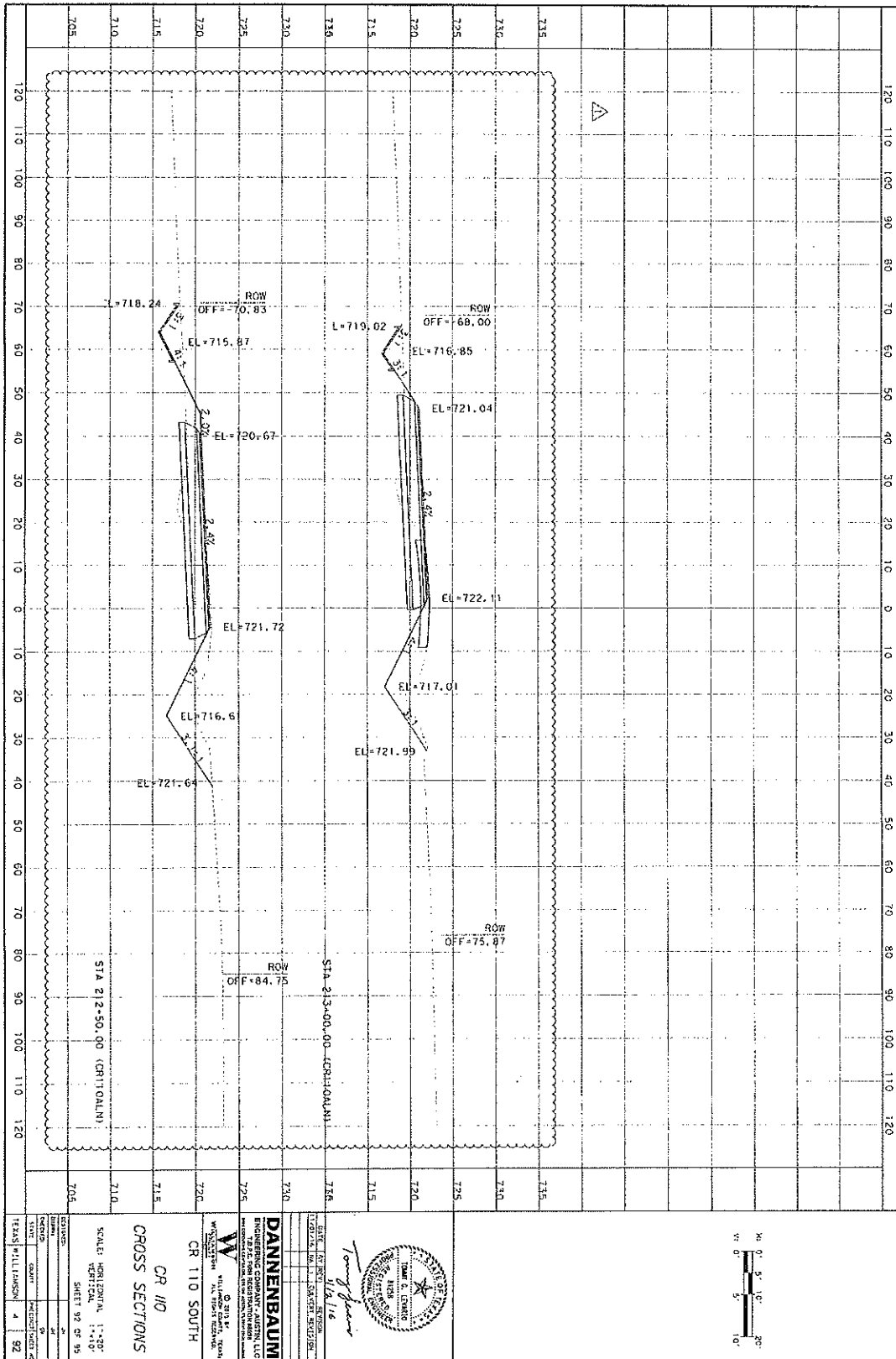
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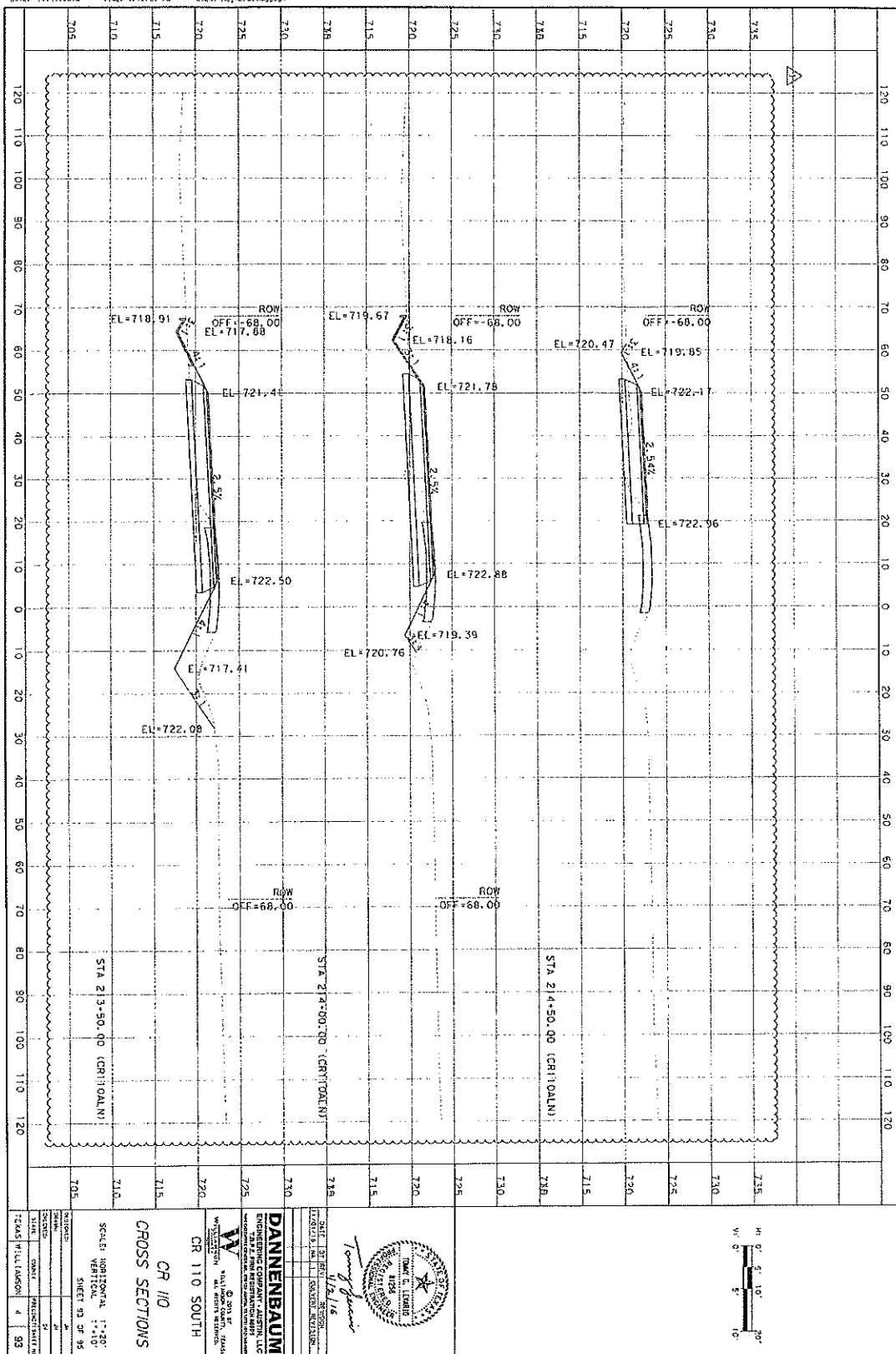
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STATE OF TEXAS

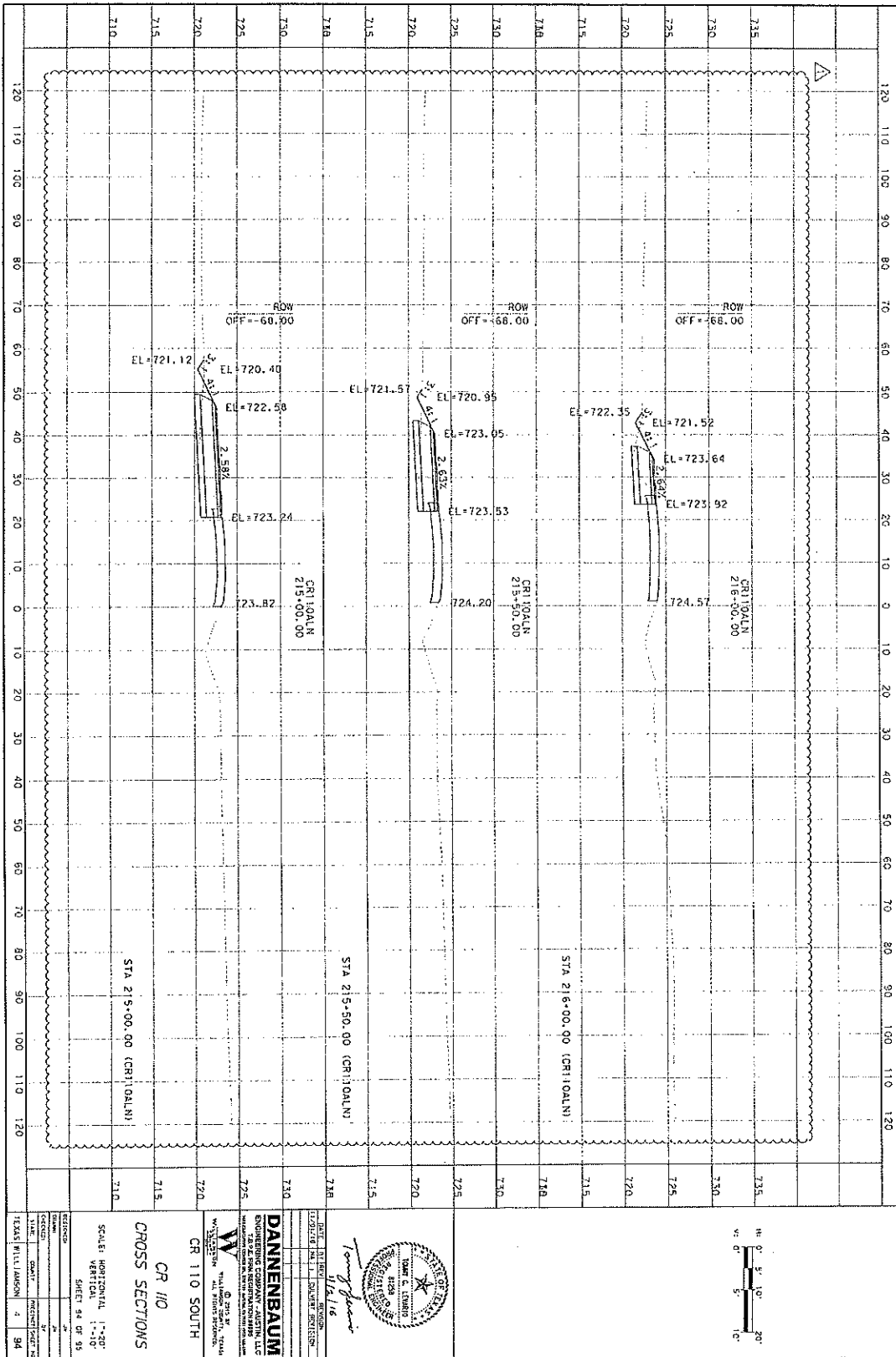
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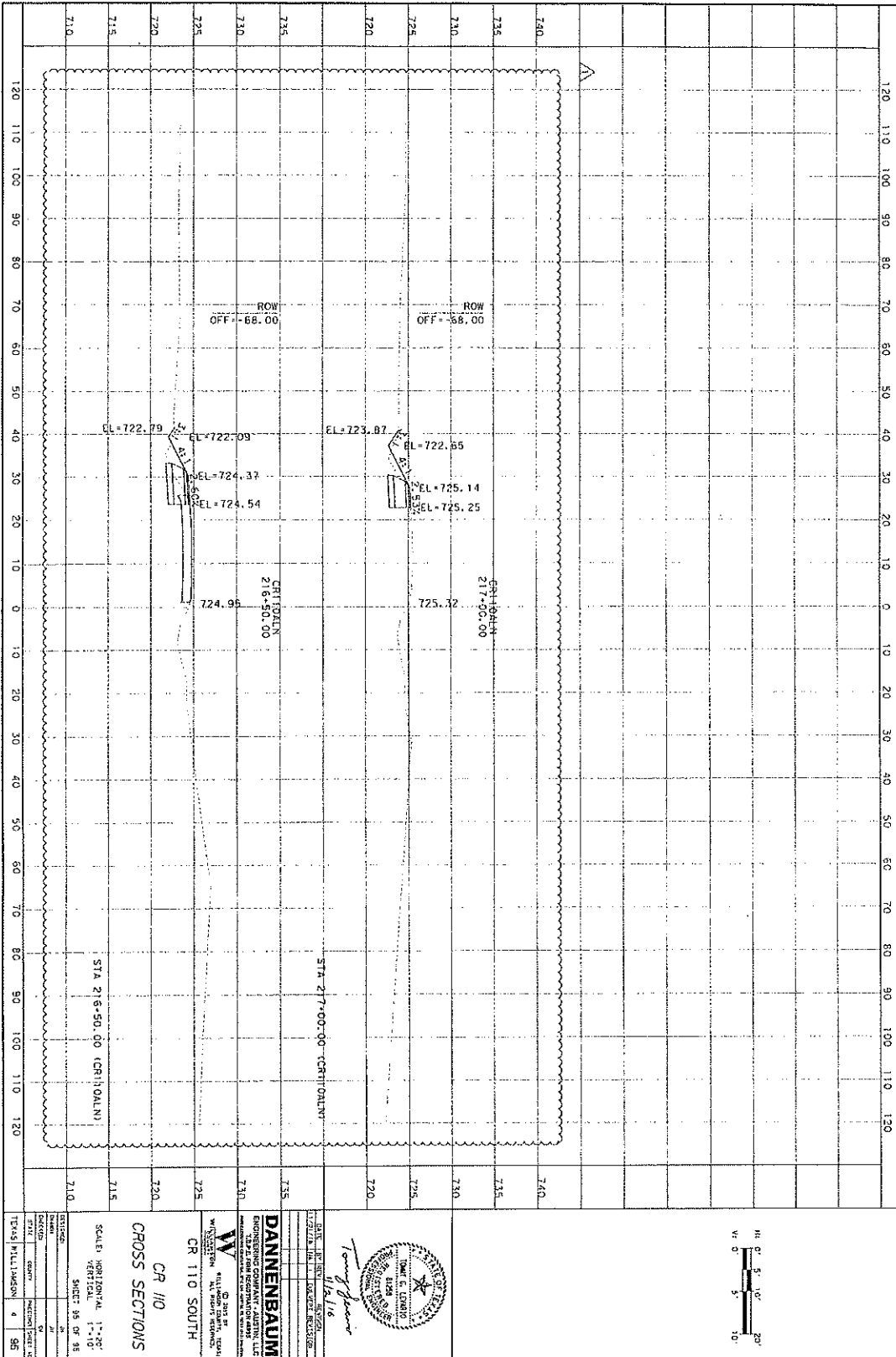


EXHIBIT "E"

Parcels 44S

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 0.783 acre (34,111 Sq. Ft.) tract of land in the Wm. Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 44S) (the "Property")

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.

As additional consideration to Grantor for this conveyance, Grantee has made a separate agreement with Grantor in the purchase contract for the Property regarding Grantor's right to construct one or more driveway connections between the remainder land of Grantor and adjacent right-of-way, all as more particularly set forth in such separate agreement, which agreement shall remain in full force and effect after the date hereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

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 _____, 2017 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:

EXHIBIT "F"

DRAINAGE EASEMENT

County Road 110S

THE STATE OF TEXAS

3

3

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

3

That NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. a Texas limited partnership, and her 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 0.228 acre (9,949 square feet) tract of land situated in the WM. Dunn Survey, Abstract No. 196 in Williamson County, Texas; said 0.228 acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes (**Parcel 44E**).

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 way or drainage channel, along with any structures, materials and grading which may be necessary to facilitate the proper drainage of stormwater from the adjacent property and roadway facilities, in, along, upon 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 to and from said premises from the adjacent right of way for the purpose of making any drainage improvements, modifications or repairs within said premises which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to Grantor and its successors and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the property.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of Grantee's rights hereunder, including the actions of Grantee's agents or employees. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

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

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

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive. Grantor, for itself and Grantor's heirs, executors, administrators, successors and assigns, excepts from the grant and retains and reserves the right to fully use and enjoy the Property for drainage of stormwater from Grantor's remainder property (described as WCAD Parcel No. R474961 (1.72 acres) and WCAD Parcel No. R055365 (1.56 acres), save and except the Property) in common with Grantee. Prior to the conveyance of any developed flows from such remainder property into the easement, Grantor, its successors or assigns shall submit any development plans and designs to Grantee for review, comment and approval in order to ensure that any flows are properly conveyed so as not to interfere with the purposes of the easement.

In addition, Grantor, for itself and Grantor's heirs, executors, administrators, successors and assigns, also excepts from the grant and retains and reserves the right to use and enjoy the Property for any and all other purposes, however Grantor covenants not to use or otherwise convey any other easement or conflicting rights within the premises covered by this grant that would interfere with or prevent the use by Grantee of the easement as provided herein without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual; provided, however, that said easement, rights, and privileges shall cease and revert to Grantor in the event that (i) Grantee does not complete construction and installation of the drainage facilities herein described, substantially in accordance with the plans and specifications therefor as approved by Grantor prior to the date hereof, within five (5) years after the date hereof, or (ii) the drainage facilities herein described are abandoned or shall cease to be used for their intended purpose of facilitating stormwater drainage from the adjacent property and roadway facilities.

Grantee shall, at Grantee's sole cost and expense, maintain the drainage facilities herein in functioning and legally-compliant condition and repair at all times. GRANTEE EXPRESSLY UNDERSTANDS THAT GRANTOR HAS NO DUTY OR OBLIGATION WHATSOEVER TO MAINTAIN THE PROPERTY OR ANY PORTION THEREOF. Grantor shall have no responsibility, liability, or obligation with respect to any property of Grantee (including property of Grantee's contractors or invitees), it being acknowledged and understood by Grantee that the safety and security of any such property is the sole responsibility and risk of Grantee.

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

EXECUTED on this the ____ day of _____, 2017.

[signature pages follow]

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 _____, 2017 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