

### 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) at least 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) at least one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii between County Road 112 and the Remainder Property and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. The driveways permitted herein shall be located at locations reasonably agreed to in advance between Purchaser and Seller based on the current or prospective commercial uses of the Remainder Property and in alignment with any median breaks constructed as part of such roadway improvements. 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.

### **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):

(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.

### **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 the Davidson Brothers agricultural lease or otherwise 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 November 30, 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", 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 "B" 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 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

By: John C. Nelson  
John C. Nelson  
Manager

Austin, Texas 78703

Date: 11/9/17

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey  
~~Dan A. Gattis~~ Valerie Covey  
County Judge Commissioner, Pet 3

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

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



EXHIBIT A

County: Williamson  
Parcel : 6M  
Highway: County Road 110

**PROPERTY DESCRIPTION FOR PARCEL 6M**

DESCRIPTION OF A 0.654 ACRE (28,472 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 6.31 ACRE TRACT OF LAND DESCRIBED IN EXHIBIT C, TRACT 2, EXHIBIT C-3 (BENEFITED PROPERTY) IN SPECIAL WARRANTY DEED TO NORTH PALOMA LAKE, L.P. RECORDED IN DOCUMENT NO. 2013000628 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF THAT CALLED 868.54 ACRE TRACT OF LAND TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 9824076 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.654 ACRE (28,472 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found in the existing southerly Right-of-Way (ROW) line of County Road (C.R.) 112 (variable width ROW), same being the northwesterly corner of said 6.31 acre tract, also being the northeasterly corner of that called 156.05 acre tract of land (Tract Two) conveyed to North Paloma Lake Development, Inc. by instrument recorded in Document No. 2014004361 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 156.05 acre tract, with the common line of the existing ROW of said C.R. 112 and the northerly boundary line of said 6.31 acre tract, N 60°30'01" E, for a distance of 542.81 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" (Grid Coordinates determined as N=10182122.10, E=3153591.63 TxSPC Zone 4203) set 113.00 feet left of proposed C.R. 110 Baseline Station 242+49.30, in the proposed westerly ROW line of C.R. 110 (variable width ROW), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, continuing with said common boundary line, **N 60°30'01" E**, for a distance of **77.25** feet to a steel fence corner post found, being the northeasterly corner of said 6.31 acre tract at the intersection of said existing southerly ROW line of C.R. 112 and the existing westerly ROW line of C.R. 110 (variable width ROW), for the northeasterly corner of the herein described tract;
- 2) **THENCE**, departing said C.R. 112 ROW line, with the existing westerly ROW line of C.R. 110 and the easterly boundary line of said 6.31 acre tract, **S 22°35'41" E**, for a distance of **401.73** feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found, being the southeasterly corner of said 6.31 acre tract, also being an ell corner in the easterly boundary line of said 156.05 acre tract, for the southeasterly corner of the herein described tract;
- 3) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said 6.31 acre tract and said 156.05 acre tract, **S 68°04'16" W**, at a distance of 21.72 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R. 110 Baseline Station 238+55.83, being in the proposed westerly ROW line of said C.R. 110, and continuing for a total distance of **66.75** feet to a 1/2" iron rod with aluminum cap stamped "WILCO



- This property description is accompanied by a separate parcel plat.

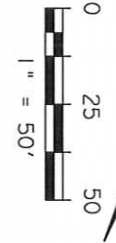
THE STATE OF TEXAS                   §  
                                                     §  
COUNTY OF WILLIAMSON           §       KNOW ALL MEN BY THESE PRESENTS:

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

12 July 2017



PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	S68° 04' 16" W	21.72'
L2	S68° 04' 16" W	45.03'

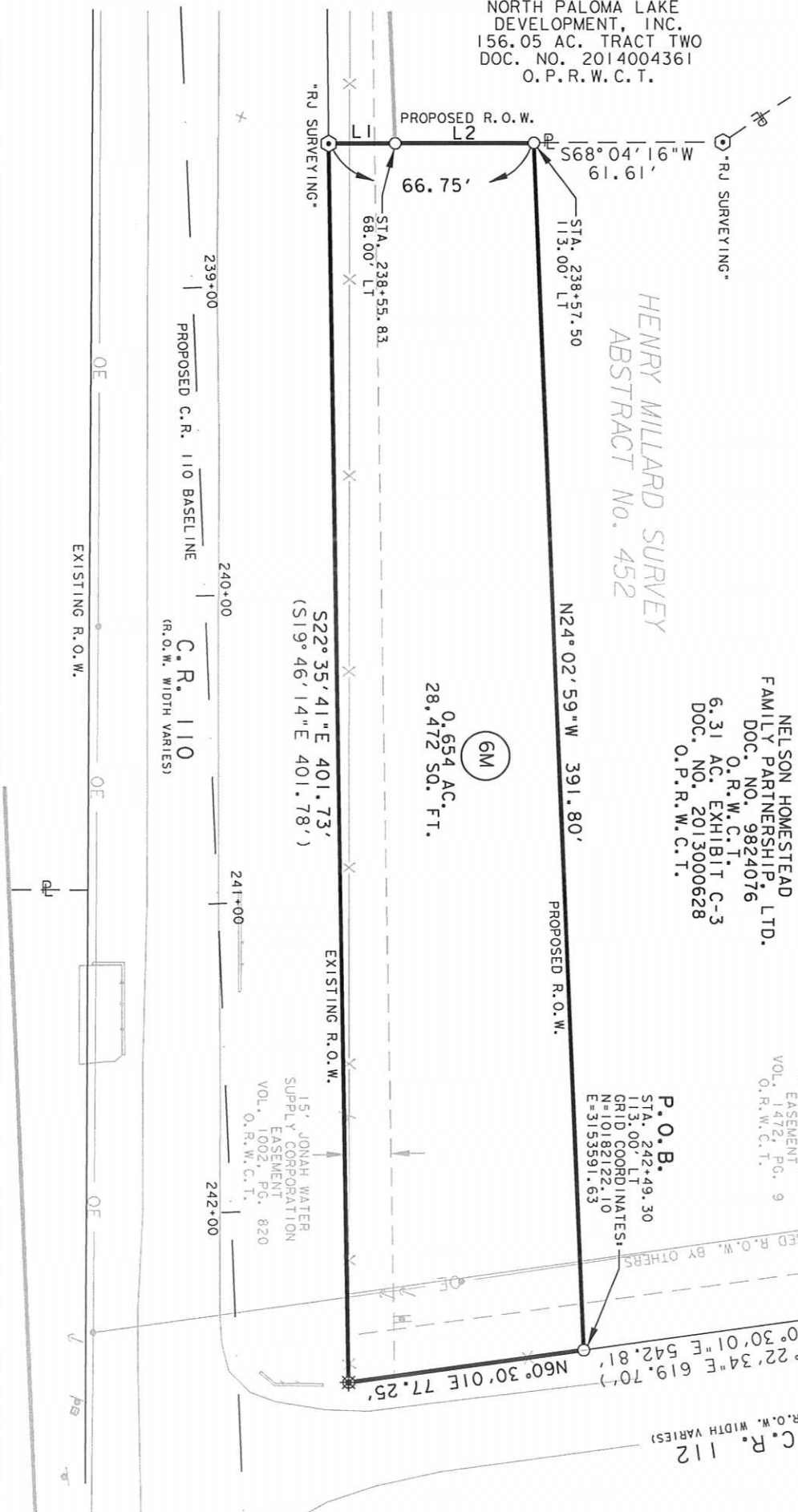
NORTH PALOMA LAKE  
DEVELOPMENT, INC.  
156.05 AC. TRACT TWO  
DOC. NO. 2014004361  
O.P.R.W.C.T.

NELSON HOMESTEAD  
FAMILY PARTNERSHIP, LTD.  
DOC. NO. 9824076  
O.P.R.W.C.T.

6.31 AC. EXHIBIT C-3  
DOC. NO. 2013000628  
O.P.R.W.C.T.

HENRY MILLARD SURVEY  
ABSTRACT No. 452

NORTH PALOMA LAKE  
DEVELOPMENT, INC.  
156.05 AC. TRACT TWO  
DOC. NO. 2014004361  
O.P.R.W.C.T.



**INLAND U  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL, RD. STE. 103  
ROUND ROCK, TX. 78661  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**NELSON HOMESTEAD  
FAMILY PARTNERSHIP, LTD.**

SCALE  
1" = 50'

PROJECT  
CR 110

COUNTY  
WILLIAMSON

**PARCEL 6M**

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

■	TXDOT TYPE 1 CONCRETE MONUMENT FOUND	℄	CENTER LINE
✱	FENCE CORNER POST FOUND	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊕	COTTON GIN SPINDLE FOUND	≡	DENOTES COMMON OWNERSHIP
⊗	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-4933" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL RECORDS
		P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608511-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 24, 2016, ISSUE DATE APRIL 4, 2016.

- 10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO.
- H. INCLUSION WITHIN THE PALOMA LAKE MUD NO. 1 & 2, SUBJECT TO.
- I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 237, PAGE 280, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 186, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 429, PAGE 663, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 445, PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 446, PAGE 303, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 465, PAGE 450, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



PARCEL PLAT SHOWING PROPERTY OF		
NELSON HOMESTEAD		
FAMILY PARTNERSHIP, LTD.		
SCALE 1" = 50'	PROJECT CR 110	COUNTY WILLIAMSON

PARCEL 6M



# PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/27/17  
PAGE 5 OF 5

- P. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 472, PAGE 7, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 574, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND VOLUME 1002, PAGE 820, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- R. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENTS IN VOLUME 840, PAGE 699 AND VOLUME 844 PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND AS FURTHER AFFECTED BY INSTRUMENTS IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS, DOES NOT AFFECT AND DOCUMENT NO(S) 2014064017 AND 2014103708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- S. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- T. EASEMENT GRANTED TO ENSEARCH COPORATION BY INSTRUMENT IN VOLUME 2302, PAGE 357, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- U. BOUNDARY LINE AGREEMENT BY INSTRUMENT IN VOLUME 1066, PAGE 926, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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

*M. Stephen Truesdale* 12 July 2017

DATE:

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681



	ACRES	SQUARE FEET
ACQUISITION	0.654	28,472
CALC/DEED AREA	6.31	274,864
REMAINDER AREA	5.656	246,392



SCALE 1" = 50'		PROJECT CR 110	COUNTY WILLIAMSON
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PARCEL PLAT SHOWING PROPERTY OF  
**NELSON HOMESTEAD  
FAMILY PARTNERSHIP, LTD.**

**PARCEL 6M**

# EXHIBIT "B"

Parcels 6M

## 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 OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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), the covenants made by Williamson County, Texas regarding driveway permitting in favor of Grantor as set forth in Section 2.03 of that certain Real Estate Contract dated \_\_\_\_\_, by and between Grantor and Grantee for the Property, 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, hereinafter referred to as Grantee, 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 0.654 acre (28,472 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6M**)

**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 \_\_\_\_\_, 2017.

**GRANTOR:**

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

By: Nelson Homestead Management, L.L.C., 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, L.L.C., the general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

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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 Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**