

**RIGHT OF ENTRY, POSSESSION, USE AND
CONSTRUCTION AGREEMENT**
CR 110 Middle Right of Way—Parcel 13M/13M-E

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership ("Owner"), is the owner of approximately 96.33 +/- acres of land in Williamson County, Texas (the "Owner's Entire Tract") which is described in Exhibit "A" attached hereto and incorporated herein by reference.

Williamson County, Texas ("Licensee") has advised Owner that it intends to acquire (1) fee simple title in and to approximately 5.927 acres (258,179 SF) of land out of Owner's Entire Tract and which is described on Exhibit "B", attached hereto and incorporated herein by reference, and (2) drainage easement interest (with reversion rights) in and across approximately 1.063 acre (46,312 SF) out of the Owner's Entire Tract and which is described on Exhibit "C" attached hereto and incorporated herein by reference (collectively, the "Right of Way Parcels") for the purpose of widening and improving CR 110 (the "Roadway Improvements") and constructing related appurtenances either by donation, purchase or, if Owner and Licensee are unable to agree on the terms of purchase, through condemnation. Licensee has also advised Owner that Licensee must have possession of the Right of Way Parcels at an earlier date than would be possible through formal condemnation proceedings in order to meet contractual and construction schedules for the Roadway Improvements.

Owner, as an accommodation to Licensee, is willing to allow Licensee to take possession of the Right of Way Parcels on the terms of this Agreement in recognition of the fact that Licensee is currently preparing final design required for proceeding with final right of way acquisitions for this section of the proposed Roadway Improvements.

Therefore, for good and valuable consideration, Owner and Licensee agree as follows:

1. Right of Entry. Upon execution of and subject to the terms of this Agreement, Licensee, its contractors and assignees may enter upon the Right of Way Parcels for the purpose of surveying, site review and analysis, utility relocation, and actual construction of the Roadway Improvements prior to the acquisition of fee title or drainage easements to the Right of Way Parcels through condemnation, donation, or purchase. All contractors or assignees of Licensee must provide Owner with proof of insurance complying with Paragraph 8 of this Agreement before entering onto the Right of Way Parcels. Licensee agrees to provide Owner with the name and the phone number of the project manager for each contractor before that contractor enters onto the Right of Way Parcels.

2. Licensee's Rights. In connection with the surveying, site review and analysis, utility relocation, and actual construction of the Roadway Improvements as permitted hereunder, Licensee will have the full and exclusive right, within the boundaries of the Right of Way Parcels, to control and use the Right of Way Parcels, including the right to remove improvements; to erect and maintain fencing, traffic and pedestrian control devices, and signs; the right to clear trees and vegetation and the right to excavate, trench, fill, and grade, construct utilities, drainage facilities and roadways. Utility construction will include the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, and gas lines and related facilities. Road construction will include the grading, cutting, and filling of the existing ground elevation; and construction of traffic signal and related control devices. Licensee and all of its contractors, assignees, utility relocation personnel, or other agents of any description, will confine their work to the Right of Way Parcels, and will not use or enter any portion of the Owner's Entire Tract, save and except the Right of Way Parcels (the "Remainder"), for access or any other purpose. If Owner currently has access to service or is entitled to access to service from any utilities which are existing or which are constructed under the terms of this Agreement, Owner will be entitled to continue to receive or access such service from the existing and newly constructed utilities.

3. Plans to be Furnished. Prior to commencement of construction, Licensee agrees to provide Owner with a copy of all plans and specifications for the Roadway Improvements as well as for any utility or drainage line which Licensee or its assignees intend to construct within the Right of Way Parcels. All construction shall be completed substantially in accordance with the final plans and specifications provided to Owner.

4. Grant Made without Prejudice; Reservation of Rights. This Agreement will not prejudice, in any way, Owner's right to receive full and just compensation for the Right of Way Parcels, including any improvements thereon. By entering into this Agreement, Owner does not waive any legal rights, causes of action, claims, demands or defenses under the Constitution of the United States, the Constitution and statutes of the State of Texas, the common law or any other provision of law or equity that Owner may have in connection with Licensee's exercise of its rights of eminent domain of the Right of Way Parcels, including Owner's right to contest procedural issues and any and all damages to and compensation for the Remainder. Owner expressly reserves, and does not waive, any claim it may have for damages if any activity permitted under this Agreement (i.e., channelization of existing grade to accommodate storm water runoff, grade separations, etc.) affects or creates a situation or condition that is detrimental to the value of the Remainder. Owner reserves the right to challenge, contest or appeal any aspect of the proceedings for acquisition, excluding only Licensee's authority to condemn. Neither party waives any of its legal rights, including any right to appeal or otherwise complain of any award by Special Commissioners or a court of competent jurisdiction. Owner expressly reserves fee title to the Right of Way Parcels, and the rights, and privileges granted by this Agreement will automatically terminate upon the closing of the sale of the Right of Way Parcels to Licensee and conveyance by Owner of the title to the Right of Way Parcels to Licensee, or the rendition of a final judgment in condemnation by a court

of competent jurisdiction. This grant will, however, survive the termination of any purchase contract between Owner and Licensee or the institution of condemnation proceedings against the Right of Way Parcels.

5. Negotiation; Timing. Licensee agrees to negotiate with Owner in good faith with respect to the value of the Right of Way Parcels, the damage to the Remainder (including loss or impairment of use of existing water wells, fencing and other improvements) and any other related contractual issues, including access to and from the Remainder and across the proposed Roadway Improvements (i.e., location and permitting of access points and/or corresponding median breaks) and construction of related bridges and/or culverts to facilitate such access. If (i) Licensee fails to provide Owner with an initial purchase offer to acquire the Right of Way Parcels within 90 days from the date of this Agreement or (ii) the parties fail to reach an agreement within **60** days from the date that Licensee provides Owner with an initial purchase offer to acquire the property, Owner, at its option, at any time thereafter, may notify Licensee that it desires that Licensee file a condemnation action with respect to one or more of the Right of Way Parcels and immediately ask the Court to appoint Special Commissioners and schedule a hearing at the earliest practical time. Licensee will initiate condemnation proceedings as to such Right of Way Parcel(s) within 60 days of the date of delivery of such notice from Owner, and will schedule a hearing at the earliest possible date. Licensee covenants that it will not seek to delay or continue the hearing and will take all procedural steps necessary to ensure that the hearing is held in a timely manner without any delays caused by Licensee.

6. Date of Taking. For negotiation or condemnation purposes, Owner and Licensee agree to and hereby designate the date of taking (on which the value the Right of Way Parcels is to be determined, and any damages to the Remainder are to be assessed) as the date any award rendered by the Special Commissioners is deposited by Licensee in the registry of the court.

7. Deposit of Award. Licensee agrees to deposit the award of the Special Commissioners in the registry of the court within 60 days of the Special Commissioners' award is filed with the court. This Agreement will expire 60 days after the filing of a Special Commissioners' award covering all of the Right of Way Parcels and damages to the Remainder unless Licensee deposits the Special Commissioners' award by such date.

8. Liability; Insurance. Licensee will be liable for all damage or injury to persons or property resulting from the activities of Licensee, its agents, employees, assignees, contractors, subcontractors, or other parties in coming upon or about the Right of Way Parcels in connection with Licensee's activities upon the Right of Way Parcels. Licensee will obtain, and maintain in full force and effect, at all times during the term of this Agreement, and will require each of its contractors and assignees to obtain and maintain in effect at all times during which such contractors or assignees are performing work on or within the Right of Way Parcels, a policy or policies of insurance, in at least the minimum amounts required by the provisions of the current Williamson County Project Construction Manual for the Roadway Improvements, which will name Owner as an

additional insured. This liability insurance will provide that it may not be canceled without at least 30 days written notice to Owner, and a certificate of insurance, confirming the required coverage, must be provided to Owner prior to Licensee or the contractor or assignee in question entering upon or commencing any construction activity on the Right of Way Parcels.

9. Use of Remainder; Damage to Other Property. Licensee acknowledges that Owner's Entire Tract is currently leased to Davidson Brothers and used for farming and livestock operations, and agrees that all activities on the Right of Way Parcels will be conducted in a manner in order to minimize interference with or interruption of such operations (including avoiding loss of or injury to livestock), or access to the Remainder by Owner or any of its tenants, and Licensee shall coordinate such activities in advance with Owner's tenant. Accordingly, prior to removing, cutting, modifying, or otherwise damaging any fence on Owner's Entire Tract, Licensee shall contact Owner and Owner's tenant and obtain Owner's approval thereto, which shall not be unreasonably withheld or delayed. In no event shall any fence located on Owner's Entire Tract be removed, cut, modified, or otherwise damaged by Licensee or its assignees or contractors until approved alternate fencing of comparable construction and quality is in place at Licensee's expense to maintain uninterrupted perimeter fencing of Owner's Entire Tract and/or the Remainder without any holes or gaps. Licensee will be responsible for either the immediate correction of, or prompt reimbursement of Owner for, any damage to any fencing, livestock, growing crops, or any property of Owner, its partners, its tenants, or their agents or employees caused by the activities of any of Licensee's assignees or contractors which are not authorized by the provisions of this Agreement. Licensee may obtain contact information for Owner's tenant from Owner upon request.

10. Effect of Agreement. The grant will survive the termination of any purchase agreement and shall survive any institution of any condemnation proceedings relating to the Right of Way Parcels. This grant will terminate and merge into any negotiated sale of the Right of Way Parcels and/or any final judgment in connection with any condemnation proceeding.

11. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by personal delivery or by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Owner or Licensee, as the case may be, at its address set forth below.

12. Authority. The parties each represent and warrant to the other that the signatories to this Agreement have the requisite power and authority to enter into this Agreement, to perform their respective obligations hereunder, and to complete the transaction as contemplated by this Agreement. The parties have each taken all action, corporate and otherwise, necessary to authorize the execution and delivery of this Agreement and the performance of their respective obligations under this Agreement and to complete the transactions contemplated hereby.

13. Binding Effect. This Agreement will be binding upon the heirs, devisees, executors, administrators, legal representatives, successors, assigns, contractors and subcontractors of each of the parties.

14. Costs. Licensee shall be responsible for any and all costs, expenses or repairs legally recoverable under the laws of the State of Texas in eminent domain acquisitions and related to or necessitated by any work performed in connection with the obligations set out in this Agreement or the Roadway Improvements, or otherwise negotiated between the parties including, as determined by the parties to be necessary and without limitation, engineering fees, the cost of constructing the bridges and/or culverts referenced in Paragraph 5 above, drainage work or repairs, plugging and abandonment of existing septic system and water well facilities as required by law, and demolition and removal of all affected and non-affected structures and other improvements (including house, storage shed, septic tank and remnants of collapsed barn) and related debris. All such costs shall be paid by Licensee in a timely manner, but in no event later than closing of the potential sale under the sales agreement contemplated in Paragraph 5 above.

[signature pages follow]

OWNER:

JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership

By: JCN Property Management, L.L.C.,
a Texas limited liability company, its general partner

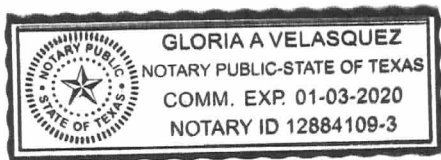
By: John C. Nelson
John C. Nelson
Manager

Address:
3404 Glenview Avenue
Austin, Texas 78703

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF TRAVIS**

This instrument was acknowledged before me on this the 20 day of June, 2018 by John C. Nelson, in his capacity as Manager of JCN Property Management, L.L.C., a Texas limited liability company, the general partner of JCN FAMILY PARTNERSHIP, L.P., a Texas limited partnership, for the purposes and consideration recited herein.



Gloria Velasquez
Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2020

LICENSEE:

Williamson County, Texas

By: 

Dan A. Gattis, County Judge

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

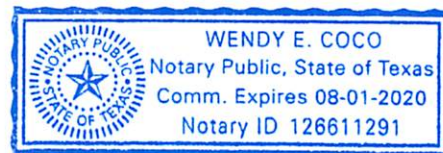
This instrument was acknowledged before me on this the 13 day of July, 2018 by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas

Printed Name: WENDY E. COCO

My Commission Expires: 8/1/20



After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

EXHIBIT "A"

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE RUIDOSO IRRIGATION COMPANY SURVEY 200, ABSTRACT No. 714 AND BEING A PART OF THAT 96 ¼ ACRE TRACT OF LAND CONVEYED TO M. H. ROBERTSON BY DEED RECORDED IN VOLUME 309, PAGE 366 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a nail set in the approximate center of County Road 110 (Formerly known as the Georgetown and Hutto Public Road), the same being the Northeast Corner of the said Ruidoso Irrigation Survey 200, the Southeast Corner of the Calvin Bell Survey and the Northeast Corner of the said 96 ¼ Acre Tract;

THENCE S.18°38'41"E., along the East Line of the said 96 ¼ Acre Tract, the same being the East Line of the Ruidoso Irrigation Survey 200 and the approximate centerline of County Road 110, a distance of 3086.80 feet to a nail set for the Southeast Corner of the said 96 ¼ Acre Tract;

THENCE S.71°50'36"W., along the South Line of the said 96 ¼ Acre Tract, at a distance of 24.30 feet pass a nail found in a fence post, in all a total distance of 1359.72 feet to a fence post in the West Line of the Ruidoso Irrigation Survey 200 for the Southwest Corner of the said 96 ¼ Acre Tract;

THENCE N.18°38'41"W., along the West Line of the said Ruidoso Irrigation Survey 200 and the West Line of the said 96 ¼ Acre Tract, a distance of 3085.65 feet to a fence post found for the Northwest Corner of the said 96 ¼ Acre Tract and the Northwest Corner of the said Ruidoso Irrigation Survey;

THENCE N.71°47'41"E., along the North Line of the said 96 ¼ Acre Tract and the North Line of the Ruidoso Irrigation Survey 200, at a distance of 1328.15 feet pass a ½" iron rod found, in all a total distance of 1359.72 feet to the said Point of Beginning;

Containing 96.33 acres, more or less.

EXHIBIT B

County: Williamson
Parcel : 13M
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 13M

DESCRIPTION OF A 5.927 ACRE (258,179 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 (CITED AS BEING IN THE RUIDOSA IRRIGATION SURVEY, ABSTRACT NO. 714) IN WILLIAMSON COUNTY, TEXAS, BEING A REMAINDER OF THAT CALLED 95.08 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005081839 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 1.25 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009060200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.927 ACRE (258,179 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 cap stamped "FOREST1847" found, being a point in the northerly boundary line of a remainder portion of that called 1162.08 acre tract of land conveyed to Nelson Homestead Family Partnership, Ltd. by instrument recorded in Document No. 9824078 (Exhibit "A", 3) of the Official Records of Williamson County, Texas, also being the southwesterly corner of said remainder of the 95.08 acre tract of land;

THENCE, with the common boundary line of said remainder portion of 1162.08 acre tract and said remainder of 95.08 acre tract, N 68°56'42" E for a distance of 1240.34 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said the northerly boundary line of a remainder portion of the 1162.08 acre tract, with said proposed ROW line, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, the following two (2) courses:

- 1) along a curve to the left, having a delta angle of **03°39'31"**, a radius of **4932.00** feet, an arc length of **314.94** feet and a chord which bears **N 19°47'13" W** for a distance of **314.89** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 321+60.68 for a point of tangency;
- 2) **N 21°36'59" W** at a distance of 1631.87 feet pass a calculated point being in the southerly boundary line of said 1.25 acre tract, at a distance of 1799.71 feet pass a calculated point being in the northerly boundary line of said 1.25 acre tract, and continuing for a total distance of **2772.75** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 349+33.43, being in the northerly boundary line of said remainder of the 95.08 acre tract, also being in the southerly boundary line of that called 222.20 acre tract (Tract Two) of land conveyed to Bernard S. Anderson and Gladys R. Anderson, as Trustees of the Bernard S. and Gladys R. Anderson Trust by instrument recorded in Document No. 2010022971 of the Official Public Records of Williamson County, Texas for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Forest 1847" found for the northwesterly corner of said remainder of the 95.08 acre tract, same being an ell corner in the easterly boundary line of said 222.20 acre tract bears, **S 69°03'09" W** at a distance of 1253.13 feet;
- 3) **THENCE**, with the common boundary line, **N 69°03'09" E** for a distance of **81.96** feet to a 3/8" iron rod found in the existing westerly Right-of-Way (ROW) line of County Road 110 (variable width ROW), same being the southeasterly corner of said 222.20 acre tract, also being the northeasterly corner of said remainder of the 95.08 acre tract for the northeasterly corner of the herein described tract;

- 4) **THENCE**, departing said southerly boundary line of the 222.20 acre tract, with said existing westerly ROW line of County Road 110, same being the easterly boundary line of said remainder of the 95.08 acre tract and said 1.25 acre tract, **S 21°39'56" E**, at distance of 976.84 feet pass a 1/2" iron rod found, being the northeasterly corner of said 1.25 acre tract, at distance of 167.86 feet pass a 1/2" iron rod found, being the southeasterly corner of said 1.25 acre tract, and continuing for a total distance of **3087.45** feet to a MAG nail found in a wood fence post, being the southeasterly corner of said remainder portion of the 95.08 acre tract, also being the northeasterly corner of said remainder of 1162.08 acre tract, for the southeasterly corner of the herein described tract;
- 5) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said remainder portion of 1162.08 acre tract and said remainder of the 95.08 acre tract, **S 68°56'42" W** for a distance of **94.66** feet to the **POINT OF BEGINNING**, containing 5.927 acres (258,179 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.


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

That I, M. Stephen Truesdale, 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 direct supervision.

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

M. Stephen Truesdale *25 July 2016*

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



S:\KIMLEY HORN\CR 110\PARCELS\PARCEL 13M-5.927 AC. ROW TRACT

EXHIBIT "B"

FOREST-1847"

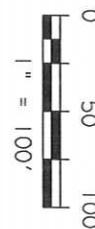
PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV. 07/15/16
PAGE 3 OF 6

P.O.R.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 39' 31"	4932.00'	314.94'	314.89'	N19° 47' 13"W

NUMBER	DIRECTION	DISTANCE
L2	S68° 56' 42"W	94.66'



NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
REMAINDER PORTION OF 1162.08 ACRES
(EXHIBIT "A", 3)
DOC. NO. 9824078
O.R.W.C.T.

JCN FAMILY
PARTNERSHIP, L.P.
REMAINDER OF 95.08 AC.
DOC. NO. 2005081839
O.P.R.W.C.T.

JOHN McQUEEN SURVEY
ABSTRACT NO. 426

(S71° 20' W 489.5 vrs = 1359.72')
N68° 56' 42" E 1240.34'

P.O.B.
STA. 318+41.39
68.00' LT
GRID COORDINATES:
N=10189192.03
E=3150825.97

STA. 321+60.68
68.00' LT

N21° 36' 59" W 2772.75'

13M

1631.87'

L2

PROPOSED R.O.W.

N21° 36' 59" W 2772.75'

13M

1631.87'

318+00

319+00

320+00

321+00

322+00

323+00

324+00

325+00

326+00

5.927 AC.
179 SO. FT.

PROPOSED C.R. 110 BASELINE

EXISTING R.O.W.

C.R. 110
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

PT 321+60.68

S21° 39' 56" E 3087.45'

EXISTING R.O.W.

BASELINE - SEE SHEET 4
MATCHLINE STATION 326+00.00

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200 FAX (512) 238-1251
FIRM REGISTRATION NO. T00591-00

SCALE
1" = 100'

PROJECT
CR 110

COUNTY
WILLIAMSON

PARCEL PLAT SHOWING PROPERTY OF
JCN FAMILY
PARTNERSHIP, L.P.

PARCEL 13M

PLAT TO ACCOMPANY PARCEL DESCRIPTION



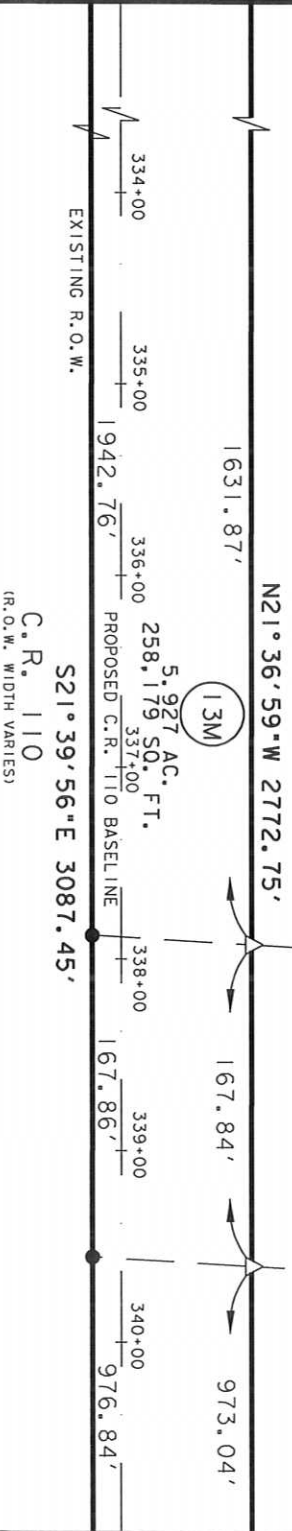
JOHN McQUEEN SURVEY
ABSTRACT No. 426

JCN FAMILY
PARTNERSHIP, L.P.
REMAINDER OF 95.08 AC.
DOC. NO. 2005081839
O.P.R.W.C.T.

JCN FAMILY
PARTNERSHIP, L.P.
1.25 AC.
DOC. NO. 2009060200
O.P.R.W.C.T.

BASELINE - SEE SHEET 3
MATCHLINE STATION 326+00.00

BASELINE - SEE SHEET 5
MATCHLINE STATION 341+00.00



INLAND U
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

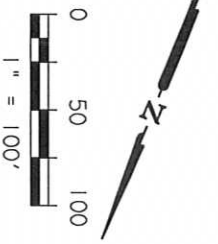
PARCEL PLAT SHOWING PROPERTY OF		
JCN FAMILY PARTNERSHIP, L.P.		
SCALE 1" = 100'	PROJECT CR 110	COUNTY WILLIAMSON

PARCEL 13M

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV. 07/15/16
PAGE 5 OF 6

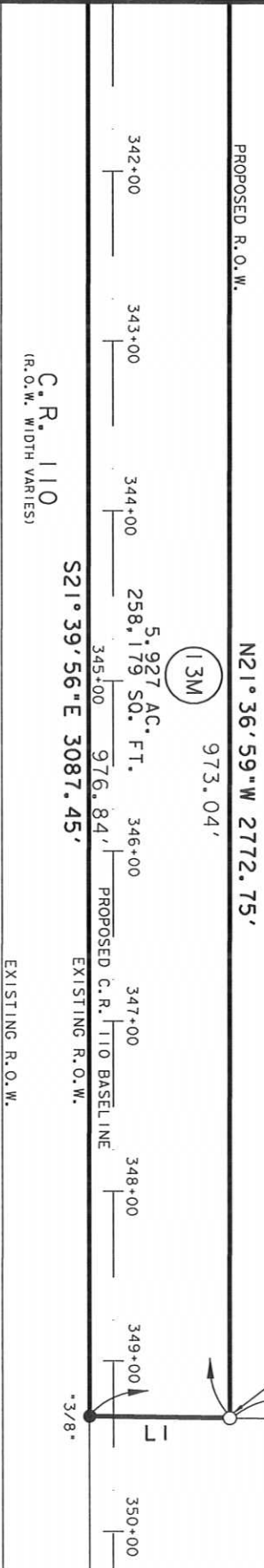


NUMBER	DIRECTION	DISTANCE
LI	N69°03'09"E	81.96'

JOHN McQUEEN SURVEY
ABSTRACT NO. 426

JCN FAMILY
PARTNERSHIP, L.P.
REMAINDER OF 95.08 AC.
DOC. NO. 2005081839
O.P.R.W.C.T.

BASELINE - SEE SHEET 4
MATCHLINE STATION 341+00.00



STA. 349+33.43
68.00' LT

(N71°47'41"E 1328.15')
S69°03'09"W 1253.13'

BERNARD S. ANDERSON and GLADYS
R. ANDERSON AS TRUSTEES FOR
THE BERNARD S. AND
GLADYS R. ANDERSON TRUST
222.20 ACRES (TRACT TWO)
DOC. NO. 2010022971
O.P.R.W.C.T.

"FOREST-1847"

INLAND U
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
JCN FAMILY PARTNERSHIP, L.P.

SCALE
1" = 100'

PROJECT
CR 110

COUNTY
WILLIAMSON

PARCEL 13M

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE 1 CONCRETE MONUMENT FOUND	€	CENTER LINE
✱	FENCE CORNER POST FOUND	ℙ	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	N	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
▲	MAG NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
	STAMPED "WILCO-ROW" SET	O.P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
	(UNLESS NOTED OTHERWISE)	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. 1608611-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 4, 2016, ISSUE DATE APRIL 12, 2016.

- 10C. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 239, PAGE 4, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET EASEMENT AFFECTS.
- D. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 343, PAGE 320, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- E. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 1390, PAGE 771, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, CANNOT FIELD LOCATE.
- F. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN DOCUMENT NO. 9863739, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, CANNOT FIELD LOCATE.
- G. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT BY INSTRUMENT IN DOCUMENT NO. 2002044749, OF THE OFFICIAL PUBLIC 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 25 July 2016

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	5.927	258,179
CALC/DEED AREA	95.08	4,141,685
REMAINDER AREA	89.15	3,883,506

INLAND U
GEODETICS, L.P.
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF		
JCN FAMILY		
PARTNERSHIP, L.P.		
SCALE 1" = 100'	PROJECT CR 110	COUNTY WILLIAMSON

PARCEL 13M	
------------	--

EXHIBIT C

County: Williamson
Parcel : 13M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 13M-E

DESCRIPTION OF A 1.063 ACRE (46,312 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 (CITED AS BEING IN THE RUIDOSA IRRIGATION SURVEY, ABSTRACT NO. 714) IN WILLIAMSON COUNTY, TEXAS, BEING A REMAINDER OF THAT CALLED 95.08 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2005081839 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 1.25 ACRE TRACT OF LAND CONVEYED TO JCN FAMILY PARTNERSHIP, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009060200 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.063 ACRE (46,312 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10189192.03, E=3150825.97 TxSPC Zone 4203) set 68.00 feet left of proposed County Road (C.R.) 110 Baseline Station 318+41.39 in the proposed westerly Right-of-Way (ROW) line of C.R.110, in the northerly boundary line of a remainder portion of that called 1162.08 acre tract of land conveyed to Nelson Homestead Family Partnership, Ltd. by instrument recorded in Document No. 9824078 (Exhibit "A", 3) of the Official Records of Williamson County, Texas, same being the southerly boundary line of said remainder of the 95.08 acre tract, for the southeasterly corner of the herein described tract;

- 1) **THENCE**, with said common boundary line, **S 68°56'42" W** for a distance of **15.02** feet to a calculated point, being the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "FOREST 1847" found, being in the northerly boundary line of said remainder portion of 1162.08 acre tract, also being the southwesterly corner of said remainder of the 95.08 acre tract bears **S 68°56'42" W** at a distance of 1225.32 feet;

THENCE, departing said northerly boundary line of a remainder portion of that called 1162.08 acre tract, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, 15 feet westerly and parallel with said proposed ROW line the following two (2) courses:

- 2) along a curve to the left, having a delta angle of **03°40'05"**, a radius of **4917.00** feet, an arc length of **314.80** feet and a chord which bears **N 19°46'56" W** for a distance of **314.74** feet to a calculated point, for a point of tangency;
- 3) **N 21°36'59" W** at a distance of 1632.73 feet pass a calculated point being in the southerly boundary line of said 1.25 acre tract, and at a distance of 1800.57 feet pass a calculated point being in the northerly boundary line of said 1.25 acre tract, and continuing for a total distance of **2772.93** feet to a calculated point, being in the northerly boundary line of said remainder of the 95.08 acre tract, same being the southerly boundary line of that called 222.20 acre tract (Tract Two) of land conveyed to Bernard S. Anderson and Gladys R. Anderson, as Trustees of the Bernard S. and Gladys R. Anderson Trust by instrument recorded in Document No. 2010022971 of the Official Public Records of Williamson County, Texas for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "FOREST 1847" found for the northwesterly corner of said remainder of the 95.08 acre tract, same being an ell corner in the easterly boundary line of said 222.20 acre tract bears, **S 69°03'09" W** at a distance of 1238.13 feet;
- 4) **THENCE**, with said common boundary line, **N 69°03'09" E** for a distance of **15.00** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 349+33.43 in said proposed westerly ROW line of C.R.110, for the northeasterly corner of the herein described tract;

THENCE, departing said southerly boundary line of that called 222.20 acre tract, with said proposed westerly ROW line of C.R.110, through the interior of said remainder of the 95.08 acre tract, and said 1.25 acre tract, the following two (2) courses:

- 5) **S 21°36'59" E** at a distance of 973.04 feet pass a calculated point, being in the northerly boundary line of said 1.25 acre tract, and at a distance of 1140.88 feet pass a calculated point, being in the southerly boundary line of said 1.25 acre tract, and continuing for a total distance of **2772.75** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet left of proposed C.R.110 Baseline Station 321+60.68, for a point of curvature to the right;
- 6) along said curve to the right, having a delta angle of **03°39'31"**, a radius of **4932.00** feet, an arc length of **314.94** feet and a chord which bears **S 19°47'13" E** for a distance of **314.89** feet to the **POINT OF BEGINNING**, containing 1.063 acres (46,312 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, 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 direct supervision.

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

M. Stephen Truesdale

25 July 2016

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



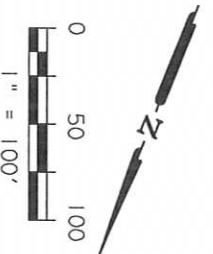
S:_KIMLEY HORN\CR 110\PARCELS\PARCEL 13M-1.063 AC. EASE TRACT

PLAT TO ACCOMPANY PARCEL DESCRIPTION

*FOREST-1847"

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 40' 05"	4917.00'	314.80'	314.74'	N19° 46' 56" W
C2	03° 39' 31"	4932.00'	314.94'	314.89'	S19° 47' 13" E

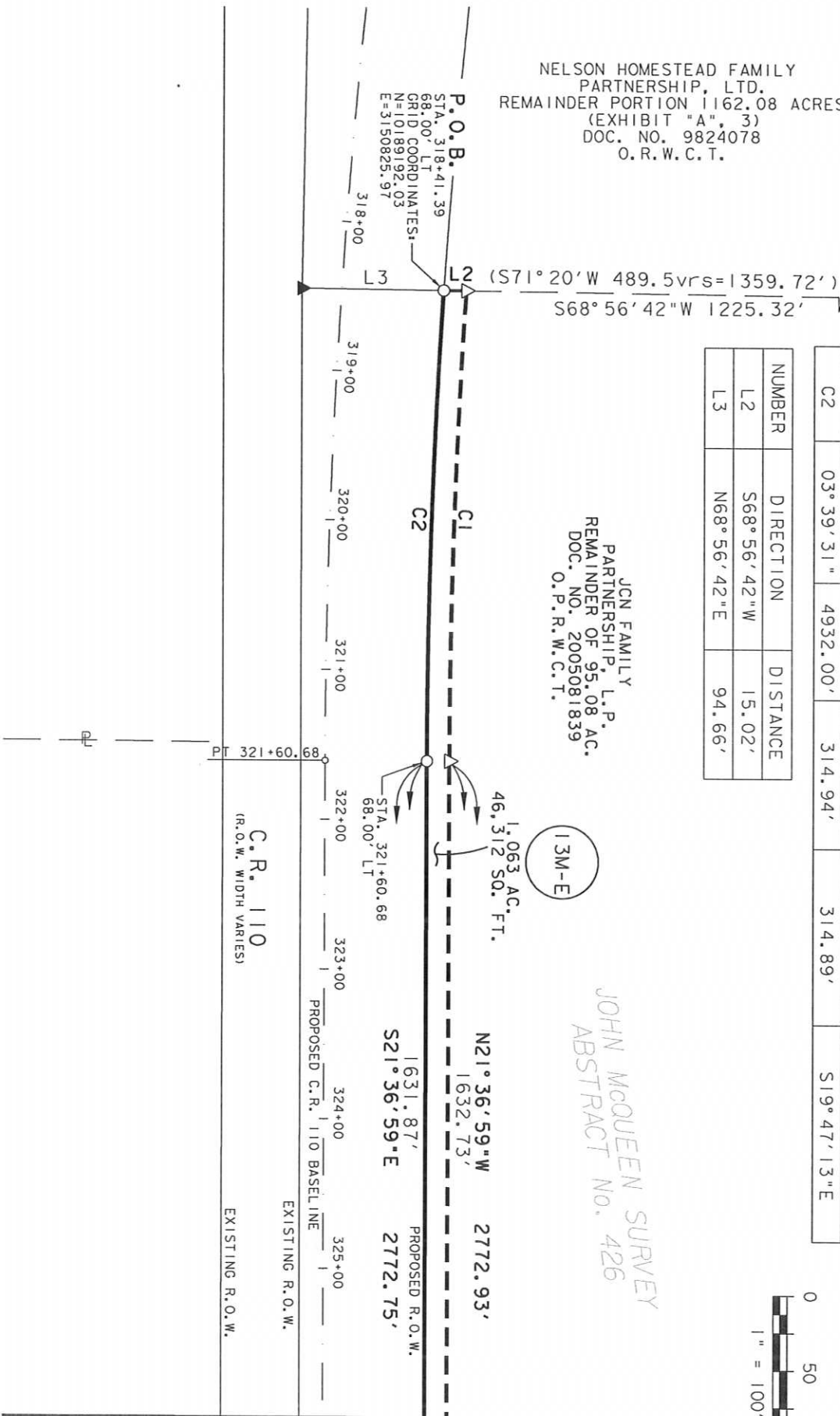
NUMBER	DIRECTION	DISTANCE
L2	S68° 56' 42" W	15.02'
L3	N68° 56' 42" E	94.66'



NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
REMAINDER PORTION 1162.08 ACRES
(EXHIBIT "A", 3)
DOC. NO. 9824078
O.R.W.C.T.

JCN FAMILY
PARTNERSHIP, L.P.
REMAINDER OF 95.08 AC.
DOC. NO. 2005081839
O.P.R.W.C.T.

JOHN McQUEEN SURVEY
ABSTRACT NO. 426



BASELINE - SEE SHEET 4
MATCHLINE STATION 326+00.00

**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200 FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

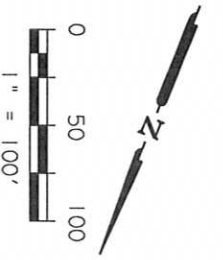
SCALE 1" = 100'

PROJECT CR 110

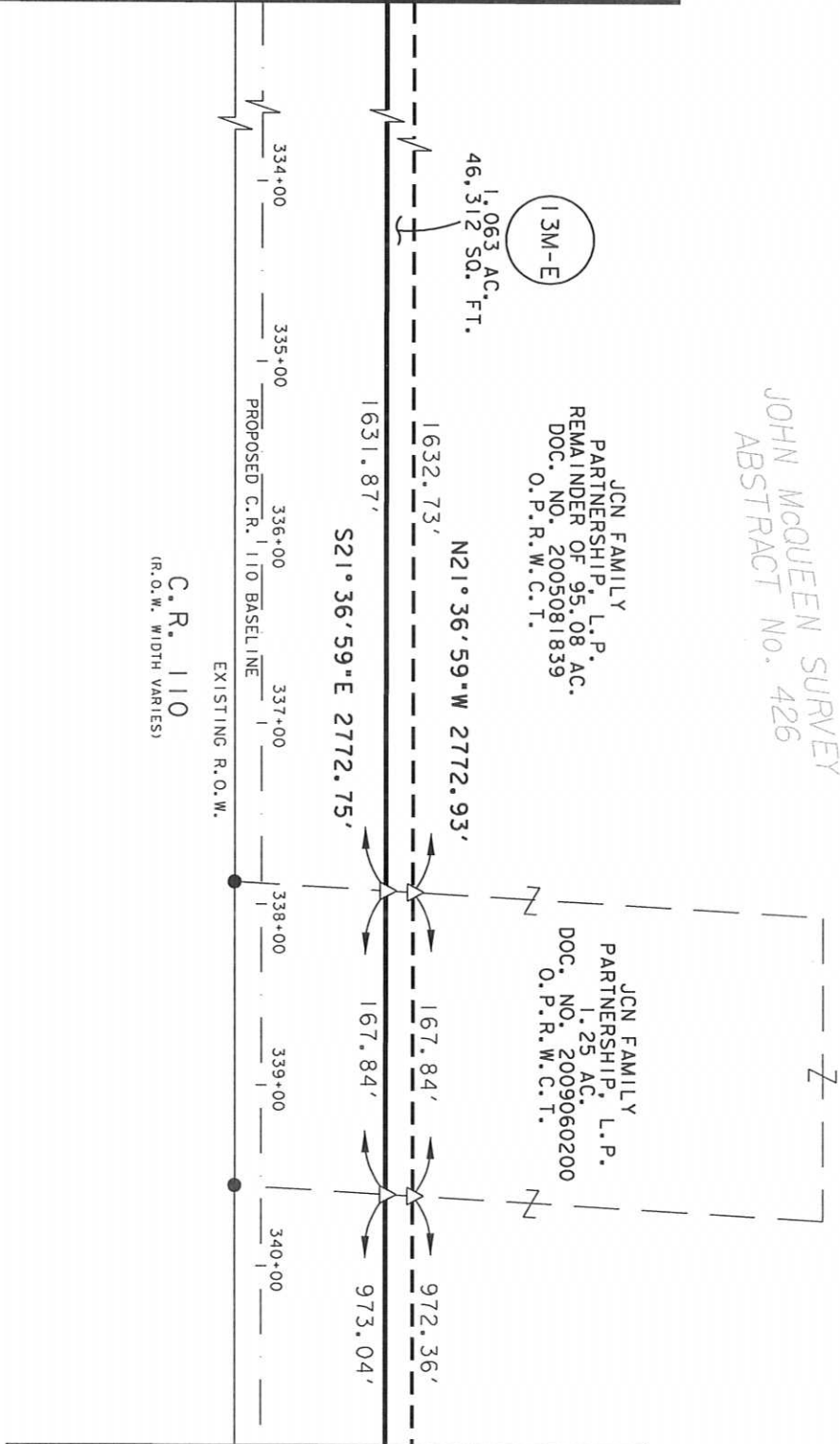
COUNTY WILLIAMSON

PARCEL PLAT SHOWING PROPERTY OF
**JCN FAMILY
PARTNERSHIP, L.P.**
PARCEL 13M-E

PLAT TO ACCOMPANY PARCEL DESCRIPTION



BASELINE - SEE SHEET 3
MATCHLINE STATION 326+00.00



BASELINE - SEE SHEET 5
MATCHLINE STATION 341+00.00

INLAND U
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL, RD. STE. 103
ROUND ROCK, TX, 78681
PH: (512) 238-1200 FAX: (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
JCN FAMILY PARTNERSHIP, L.P.

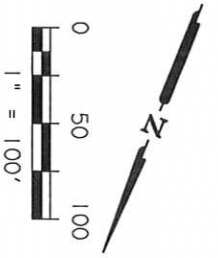
SCALE
1" = 100'

PROJECT
CR 110

COUNTY
WILLIAMSON

PARCEL 13M-E

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L2	N69° 03' 09" E	15.00'
L3	N69° 03' 09" E	81.96'

JOHN McQUEEN SURVEY
ABSTRACT NO. 426

JCN FAMILY
PARTNERSHIP, L.P.
REMAINDER OF 95.08 AC.
DOC. NO. 2005081839
O.P.R.W.C.T.

PROPOSED 15'
EASEMENT

N21° 36' 59" W 2772.93'

46,312 SQ. FT.

13M-E

S21° 36' 59" E 2772.75'

PROPOSED R.O.W.

342+00

343+00

344+00

345+00

346+00

347+00

348+00

349+00

EXISTING R.O.W.

C.R. 110
(R.O.W. WIDTH VARIES)

3/8"

(N71° 47' 41" E 1328.15')
S69° 03' 09" W 1238.13'

BERNARD S. ANDERSON and GLADYS
R. ANDERSON AS TRUSTEES FOR
THE BERNARD S. AND
GLADYS R. ANDERSON TRUST
222.20 ACRES (TRACT TWO)
DOC. NO. 2010022971
O.P.R.W.C.T.

"FOREST-1847"

BASELINE - SEE SHEET 4
MATCHLINE STATION 341+00.00

**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

SCALE
1" = 100'

PROJECT
CR 110

COUNTY
WILLIAMSON

PARCEL PLAT SHOWING PROPERTY OF
**JCN FAMILY
PARTNERSHIP, L.P.**

PARCEL 13M-E

DATE	DESCRIPTION	AMOUNT	CHECK NO.	DEPOSIT	BALANCE
12/1/2023	TO COMPANY PARCEL DESCRIPTION				

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. 1608611-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 4, 2016, ISSUE DATE APRIL 12, 2016.

10C. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 239, PAGE 4, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET EASEMENT AFFECTS.

D. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 343, PAGE 320, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

E. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 1390, PAGE 771, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, CANNOT FIELD LOCATE.

F. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN DOCUMENT NO. 9863739, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, CANNOT FIELD LOCATE.

G. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT BY INSTRUMENT NO. 2002044749, OF THE OFFICIAL PUBLIC 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.

SUPERVISION
M. Stephen Twardle 25 July 2016

DATE: _____



M. STEPHEN TRUESALE
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

PARCEL PLAT SHOWING PROPERTY OF

JCN FAMILY
PARTNERSHIP, L.P.

PARCEL 13M-E



SCALE
1" = 100'

PROJECT
CR 110COUNTY
WILLIAMSON