

REAL ESTATE CONTRACT

State of Texas

§

County of Williamson

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This Real Estate Contract ("Contract") is made by and between FRANCES M. KRUGER, RICK D. KRUGER, TIMOTHY R. KRUGER, BRENDA SLADEK (collectively referred to in this contract as "Kruger") and Williamson County, Texas (referred to in this Contract as "County"), a Texas political subdivision, upon the terms and condition set forth in this Contract. Kruger and the County may be referred to as "Party" or "Parties" as the context may require.

ARTICLE I PURCHASE AND SALE

1.01 By this Contract, Kruger sells and agrees to convey, and County purchases and agrees to pay for a tract of land situated in Williamson County, Texas, being more particularly described as follows:

+/-44.2 acres out of the John Dykes Survey, Abstract No. 186, Williamson County, Texas (Appraisal District Parcels # R482674 and R482678), and as shown on the sketch attached hereto as Exhibit "A"

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Kruger 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 "Tract 1"), together with any improvements, fixtures, and personal property situated on and attached to Tract 1, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE CONSIDERATION

Consideration

2.01 As consideration for the conveyance of Tract 1 by Kruger to County, County sells and agrees to convey a tract of land situated in Williamson County, Texas, being more particularly described as follows:

+/-59.5 acres out of the John Dykes Survey, Abstract No. 186, Williamson County, Texas (Appraisal District Parcel # R020357) and as shown on the sketch attached hereto as Exhibit "B"

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of County 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 "Tract 2"), together with any improvements, fixtures, and personal property situated on and attached to Tract 2, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

Tender of Consideration

2.02 County shall convey Tract 2 to Kruger in accordance with this Contract at the closing.

ARTICLE III PARTY'S OBLIGATIONS

Conditions to County's Obligations

3.01 The obligations of the Parties hereunder to consummate the transaction 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 either Party at or prior to the closing).

Preliminary Title Commitment

3.02 Within twenty-one (21) days after the date of execution of this Contract, County at County's sole cost and expense, will obtain from Georgetown Title, whose offices are located at 1717 N. Mays St., Round Rock, Texas 78664 (the "Title Company") a preliminary title report (the "Tract 1 Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Tract 1. County will give Kruger written notice on or before the expiration of ten (10) days after County receives the Tract 1 Title Commitment that the condition of title as set forth in the Tract 1 Title Commitment is or is not satisfactory. In the event that County states that the condition is not satisfactory, Kruger may undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of County at or prior to Closing. In the event Kruger is unable or unwilling to do so, this Contract shall thereupon be null and void for all purposes.

3.03 Within twenty-one (21) days after the date of execution of this Contract, County, at County's sole cost and expense, will obtain from Georgetown Title, whose offices are located at 1717 N. Mays St., Round Rock, Texas 78664 (the "Title Company") a preliminary title report (the "Tract 2 Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting Tract 2. Kruger will give County written notice on or before the expiration of ten (10) days after Kruger receives the Tract 2 Title Commitment that the condition of title as set forth in the Tract 2 Title Commitment is or is not satisfactory. In the event that Kruger states that the condition is not satisfactory, County may undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Kruger at or prior to Closing. In the event County is unable or unwilling to do so, this Contract shall thereupon be null and void for all purposes.

Survey

3.04 Within thirty (30) days from the date hereof, County at County's sole cost and expense, shall cause to be delivered a current plat or survey of Tract 1, prepared by a duly licensed Texas land surveyor selected by County. The survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to Tract 1, if any, and shall contain the surveyor's certification that there are no encroachments on the property and shall set forth the number of total acres comprising Tract 1, together with a metes and bounds description thereof.

3.05 Within thirty (30) days from the date hereof, County, at County's sole cost and expense, shall cause to be delivered a current plat or survey of Tract 2, prepared by a duly licensed Texas land surveyor selected by County. The survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to Tract 2, if any, and shall contain the surveyor's certification that there are no encroachments on the property and shall set forth the number of total acres comprising Tract 2, together with a metes and bounds description thereof.

3.06 The Parties 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 the Parties prior to or as of the closing unless waived.

Agricultural Exemption

3.07 County will cooperate with Kruger and the Williamson County Appraisal District to ensure an agricultural exemption for Tract 2 is available to Kruger upon closing.

ARTICLE IV CLOSING

4.01 The closing shall be held at the Title Company on or before the forty-fifth (45th) day after the date of execution of this Contract, or at such time, date, and place as Kruger and County may agree upon (which date is herein referred to as the "closing date").

Kruger's Obligations

4.02 At the closing Kruger shall:

- (a) Deliver to County a duly executed and acknowledged General Warranty Deed conveying good and indefeasible title in fee simple in Tract 1, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (i) General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (ii) Any exceptions approved by County pursuant to Article III hereof; and
 - (iii) Any exceptions approved by County in writing.
- (b) Deliver to County a Texas Owner's Title Policy at County's sole expense, issued by Title Company, in County's favor in the full amount of the purchase price, insuring County's fee simple title to Tract 1 subject only to those title exceptions listed above, such other exceptions as may be approved in writing by County, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.
- (c) Deliver to County possession of Tract 1.

County's Obligations

4.03 At the closing, County shall:

- (a) Deliver to Kruger a duly executed and acknowledged General Warranty Deed conveying good and indefeasible title in fee simple in Tract 2, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
 - (i) General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (ii) Any exceptions approved by Kruger pursuant to Article III hereof; and
 - (iii) Any exceptions approved by Kruger in writing.
- (b) Deliver to Kruger a Texas Owner's Title Policy at County's sole expense, issued by Title Company, in Kruger's favor in the full amount of the purchase price, insuring Kruger's fee simple title to Tract 2 subject only to those title exceptions listed above, such other exceptions as may be approved in writing by County, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.
- (c) Deliver to Kruger possession of Tract 2.

Prorations

4.04 General real estate taxes for the then current year relating to Tract 1 and Tract 2 shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year

applied to the latest assessed valuation. All special taxes or assessments to the closing date shall be paid by the Parties for the real property conveyed by such Parties.

Closing Costs

4.05 All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Owner's Title Policy for Tract 1 paid by County;
Owner's Title Policy for Tract 2 paid by County;
Survey for Tract 1 paid by County;
Survey for Tract 2 paid by County;
Filing fees for deed for Tract 2 paid by County;
Filing fees for deed for Tract 1 paid by County;
Filing fees for release(s) for Tract 1 paid by County;
Filing fees for release(s) for Tract 2 paid by County;
Title curative matters for Tract 1, if any, paid by County;
Title curative matters for Tract 2, if any, paid by County;
Attorney's fees paid by each respectively.

ARTICLE V **REPRESENTATIONS**

5.01 Kruger represents and warrants to County to the best of their knowledge, as of the closing date, as follows:

- (a) There are no parties in possession of any portion of Tract 1 as lessees, tenants at sufferance, or trespassers;
- (b) Kruger has complied with all applicable laws, ordinances, regulations, and restrictions relating to Tract 1, or any part of it;
- (c) Kruger is not aware of any material physical defects to Tract 1;
- (d) Kruger is not aware of any environmental hazards or conditions that affect Tract 1;
- (e) Kruger is not aware that Tract 1 is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and
- (f) Kruger is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on Tract 1.

5.02 County represents and warrants to Kruger to the best of its knowledge, as of the closing date, as follows:

- (a) There are no parties in possession of any portion of Tract 2 as lessees, tenants at sufferance, or trespassers;
- (b) County has complied with all applicable laws, ordinances, regulations, and restrictions relating to Tract 2, or any part of it;
- (c) County is not aware of any material physical defects to Tract 2;
- (d) County is not aware of any environmental hazards or conditions that affect Tract 2;
- (e) County is not aware that Tract 2 is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and
- (f) County is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on Tract 2.

ARTICLE VI
POST-CLOSING LEASE OF TRACT 1

6.01 County agrees to enter into a year-to-year farming lease agreement with Kruger, after closing, relative to any portion of Tract 1 County deems not necessary for public improvements.

6.02 The terms of any lease offered by the County in accordance with this Article shall be commercially reasonable and the rent amount shall be equal to fair market value.

ARTICLE VII
BREACH

7.01 In the event Kruger shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of Tract 1 for any reason, except County's default, County may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and receive \$500 as liquidated damages from Kruger.

7.02 In the event County shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the conveyance of Tract 2 for any reason, except Kruger's default, Kruger may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and receive \$500 as liquidated damages from County.

7.03 In the event that any Party seeks to enforce specific performance of this Contract, the other Party may seek specific performance of this Contract, regardless of any breach by such Party. The remedies provided in this Article VI are the Parties' sole and exclusive remedies under this Contract.

ARTICLE VIII
MISCELLANEOUS

Assignment of Contract

8.01 This Contract may not be assigned without the express written consent of Kruger and County.

Survival of Covenants

8.02 Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

Notice

8.03 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 Kruger or County, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.04 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

8.05 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

8.06 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

8.07 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

8.08 Time is of the essence in this Contract.

Gender

8.09 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

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

Compliance

8.11 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, the Parties are hereby advised that it should be furnished with or obtain a policy of title insurance or the Parties should have the abstract covering Tract 1 and Tract 2 examined by an attorney of the Parties' own selection.

Effective Date

8.12 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

8.13 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.

(signatures on following page)

KRUGER:

By: Frances M. Kruger
Frances M. Kruger
Date: 7-5-15

By: Rick D. Kruger
Rick D. Kruger
Date: 7-3-15

By: Timothy R. Kruger
Timothy R. Kruger
Date: 7/5/15

By: Brenda Sladek
Brenda Sladek
Date: 6-29-15

COUNTY:

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge
Date: _____

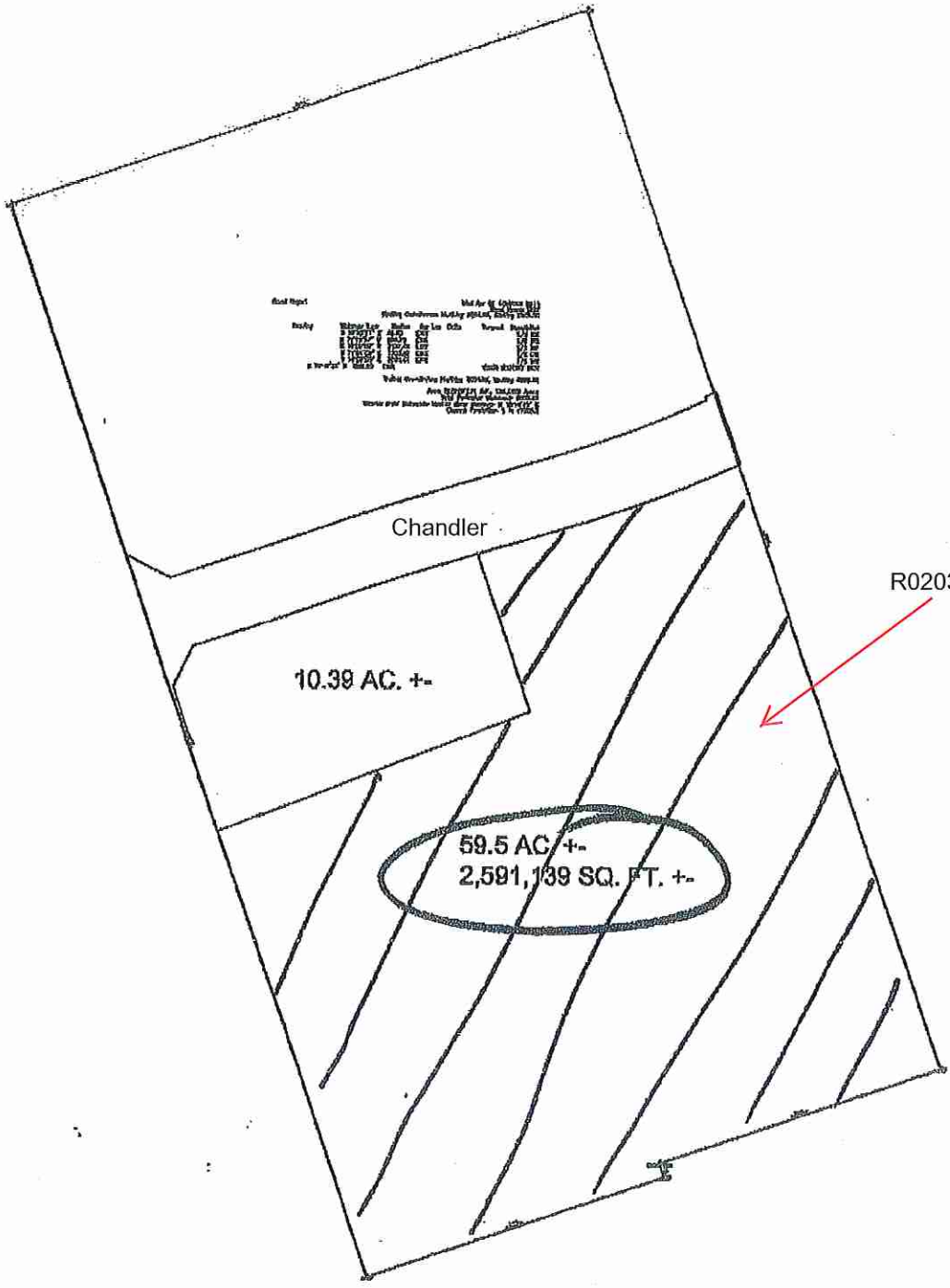


EXHIBIT B