

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by WILSON FAMILY COMMUNITIES, INC. and GREEN BUILDERS, INC. (referred to in this Contract collectively as "Grantor") and WILLIAMSON COUNTY, TEXAS and the WILLIAMSON COUNTY CONSERVATION FOUNDATION (referred to collectively in this Contract as "Grantees"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Grantor agrees to convey, and Grantees accept, the tract(s) of land described as follows:

All of that certain eight (8) tracts tract of land in Williamson County, being more particularly described in Exhibits "A-H" attached hereto and incorporated herein (the "Property", whether one tract or more);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Grantor 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 Grantor, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II CONVEYANCE

2.01. Grantor agrees to dedicate the Property to Grantees, free and clear of all liens and encumbrances, for the consideration as stated herein.

ARTICLE III GRANTEES'S OBLIGATIONS

Conditions to Grantees's Obligations

3.01. The obligations of Grantees 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 Grantees at or prior to the Closing).

3.02. Grantor 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 Grantor prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor hereby represents and warrants to Grantees as follows, which representations and warranties shall be deemed made by Grantor to Grantees also as of the Closing Date, to the best of Grantor's current actual knowledge:

- (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 Grantees;
- (2) Grantor has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title, Round Rock office, on or before February 17, 2017, or at such time, date, and place as Grantor and Grantees may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Grantor's Obligations at Closing

5.02. At the Closing Grantor shall:

- (1) Deliver to Grantees a duly executed and acknowledged Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibits "A-F", 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) Any exceptions approved by Grantees pursuant to Article III hereof;
 - (c) Any exceptions approved by Grantees in writing.

(2) Deliver to Grantees a Texas Owner's Title Policy at Grantee's sole expense, issued by Title Company, in Grantee's favor in an amount agreed to prior to Closing by Grantees, insuring Grantee's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Grantees, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) Deliver to Grantees possession of the Property if not previously done.

Grantee's Obligations at Closing

Prorations

5.04. General real estate taxes 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 shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Grantees.

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 Grantees.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Grantees.
- (3) All other closing costs shall be paid by Grantees.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY GRANTOR

In the event Grantor shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the conveyance of the Property for any reason, except Grantee's default, Grantees reserves all rights in law and equity to enforce specific performance of the Contract.

ARTICLE VII BREACH BY GRANTEES

In the event Grantees shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the conveyance of the Property for any reason, except Owner's default, Grantees agree to reimburse Owner the sum of \$1,000 for its reasonable cost incurred as a result of the breach this Contract.

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

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Grantees is hereby advised that it should be furnished with or obtain a policy of title insurance or Grantees should have the abstract covering the Property examined by an attorney of Grantee's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is executed 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.

Participation Agreement

8.12 As consideration for the conveyances as stated herein, Grantee Williamson County Conservation Foundation will, at a future date, enter into one or more Habitat Conservation Plan

Participation Agreements (“Participation Agreement”) with Grantor wherein Grantor will be given the opportunity to participate in the Williamson County Regional Habitat Conservation Plan. Grantor will receive a credit for a total sum of Three Hundred and Ninety-five Thousand and no/100 Dollars (\$395,000) as the Grantor’s fee for participation in said Plans.

[signature pages follow]

WILSON FAMILY COMMUNITIES, INC.

Its: secretary

WILSON FAMILY COMMUNITIES, INC

3613 Williams Drive, Suite 206

Georgetown, Texas 78664

Date: 1/25/17

GREEN BUILDERS, INC.

Its: secretary

Green Builders, Inc.

3613 Williams Drive, Suite 206

Georgetown, Texas 78664

Date: 1/25/17

WILLIAMSON COUNTY

Dan A. Gattis, County Judge

Williamson County

c/o County Judge

710 Main St., Suite 101

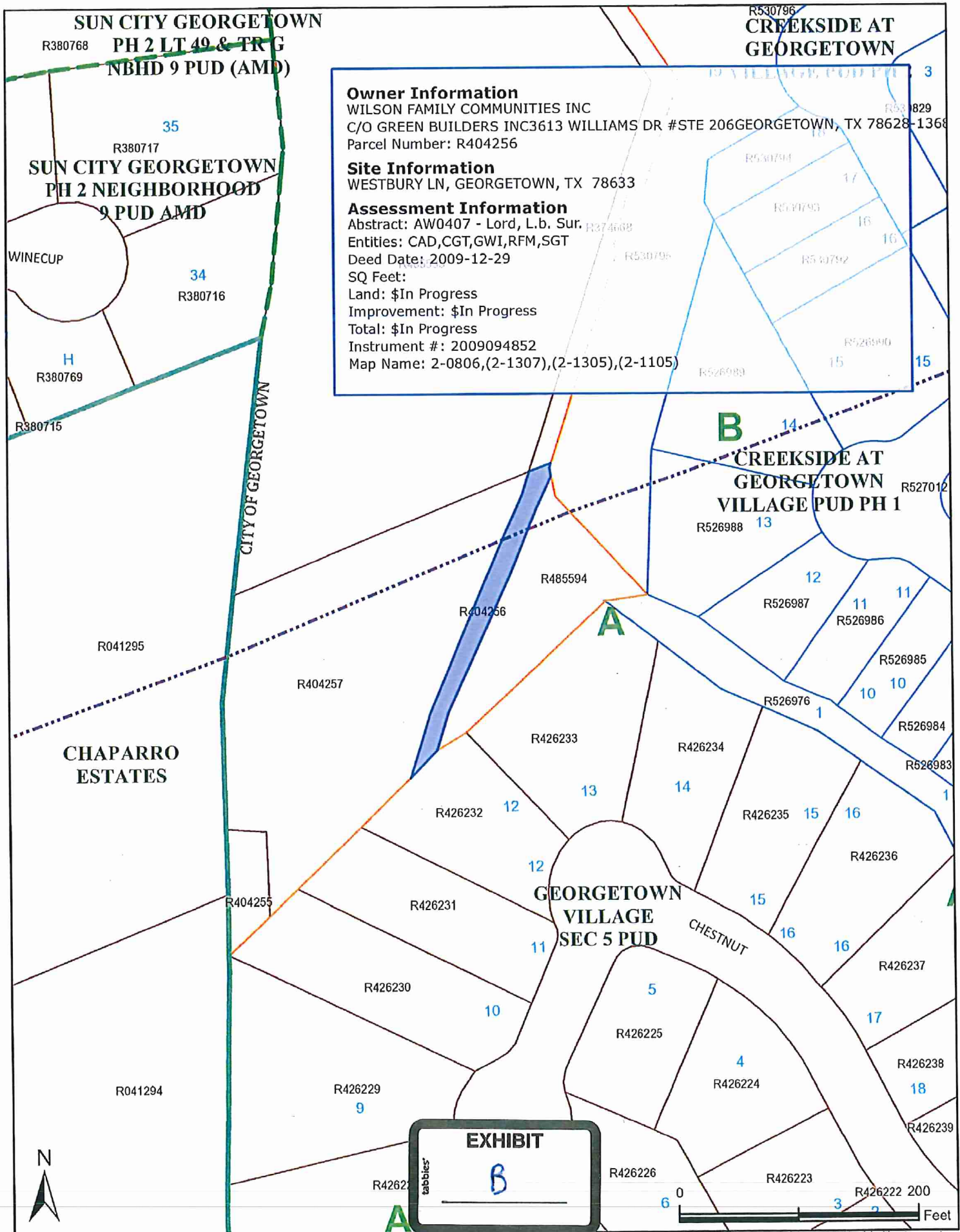
Georgetown, Texas 78628

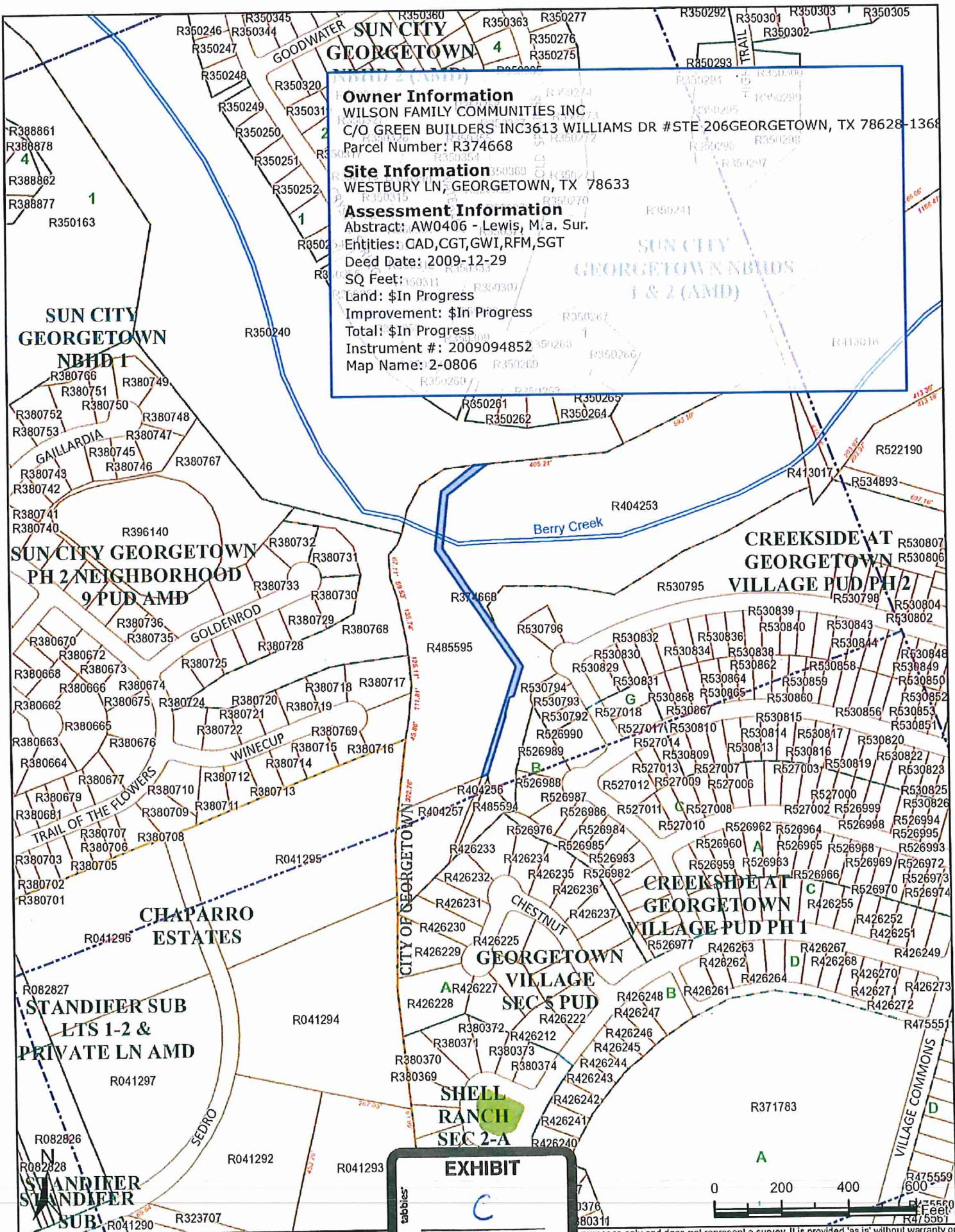
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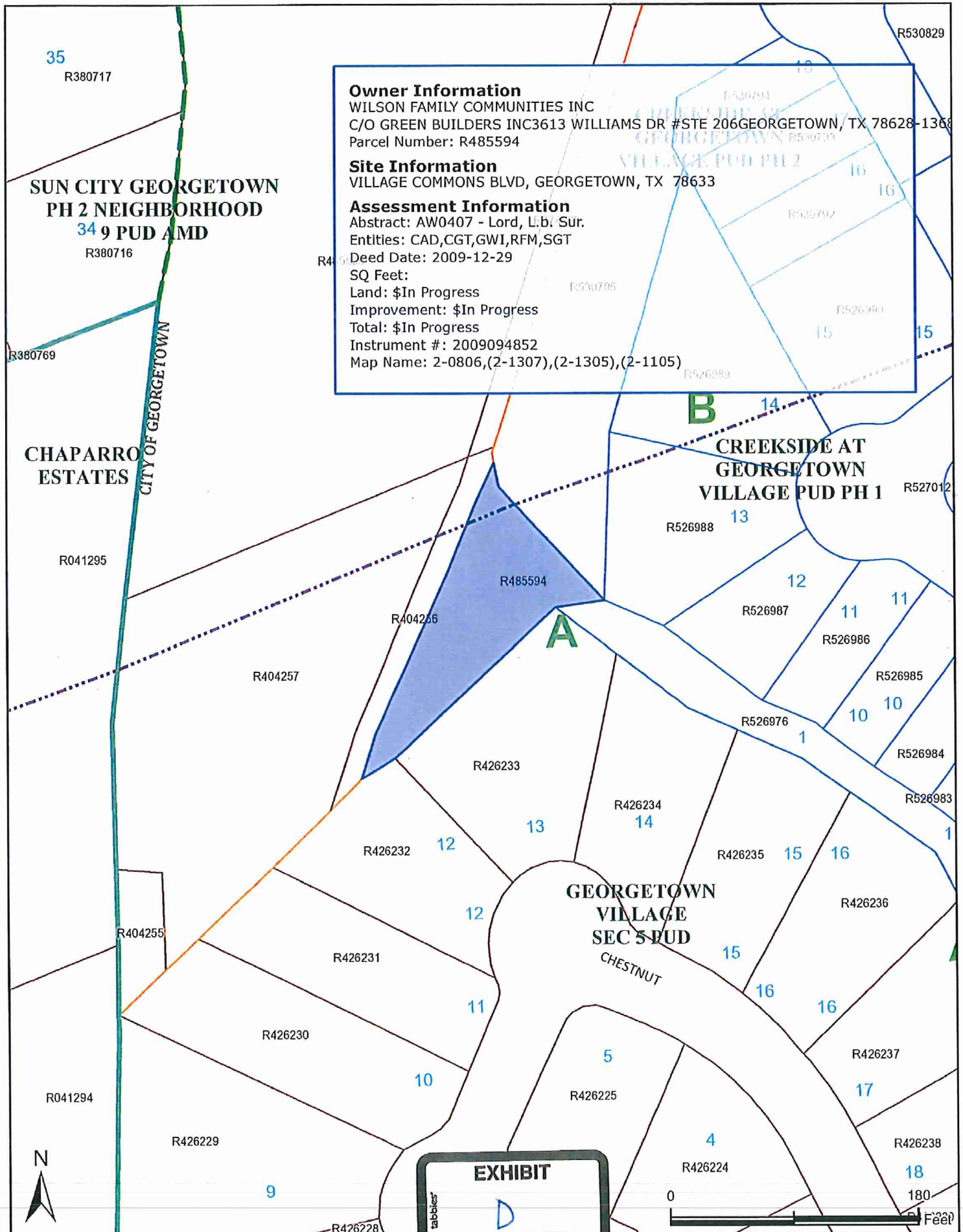
WILLIAMSON COUNTY CONSERVATION FOUNDATION, INC.

Valerie Covey, President

Address:
Williamson County
c/o County Judge
710 Main St., Suite 101
Georgetown, Texas 78628
Date:_____







Owner Information

WILSON FAMILY COMMUNITIES INC
C/O GREEN BUILDERS INC 3613 WILLIAMS DR #STE 206 GEORGETOWN, TX 78628-1368
Parcel Number: R485594

Site Information

VILLAGE COMMONS BLVD, GEORGETOWN, TX 78633

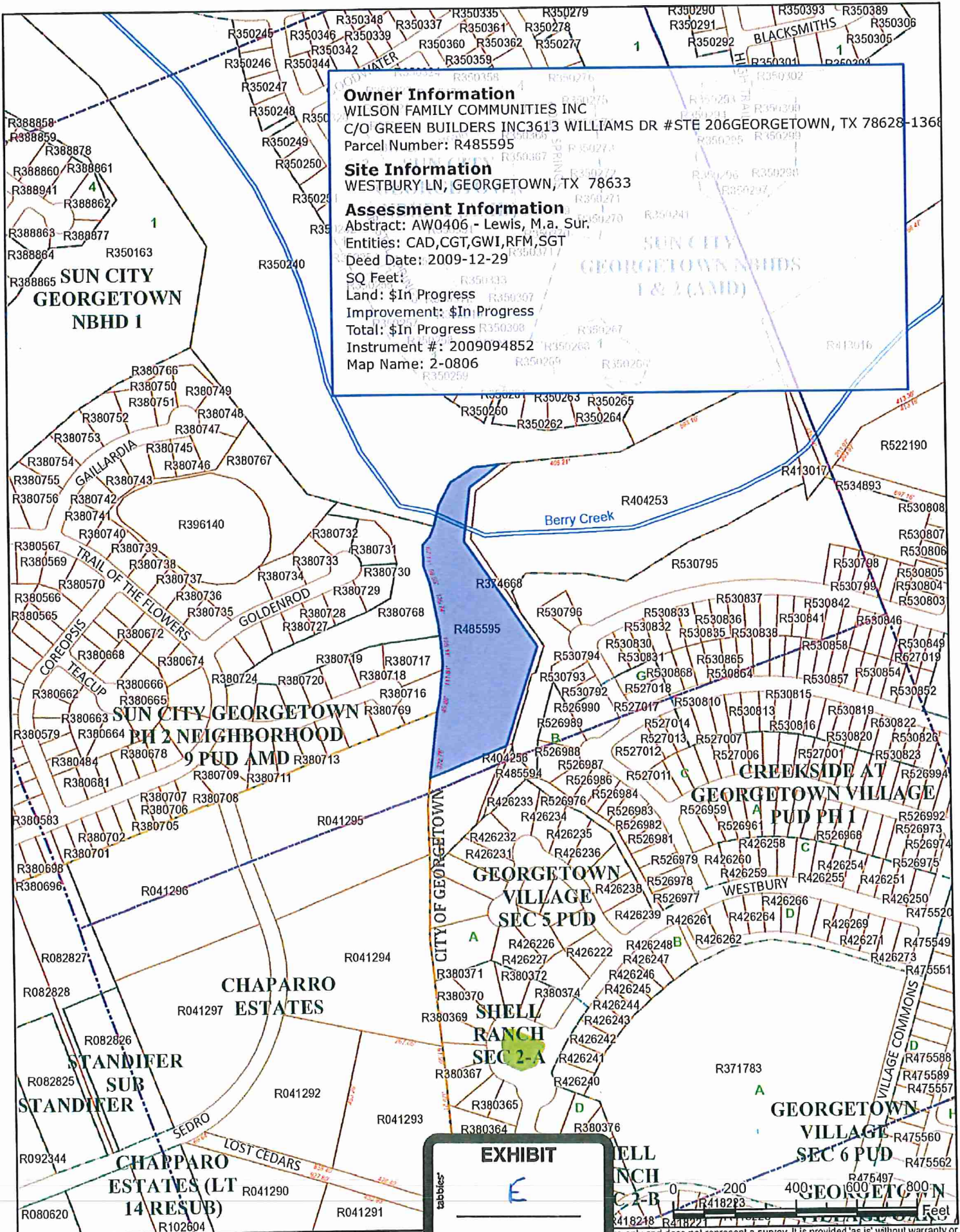
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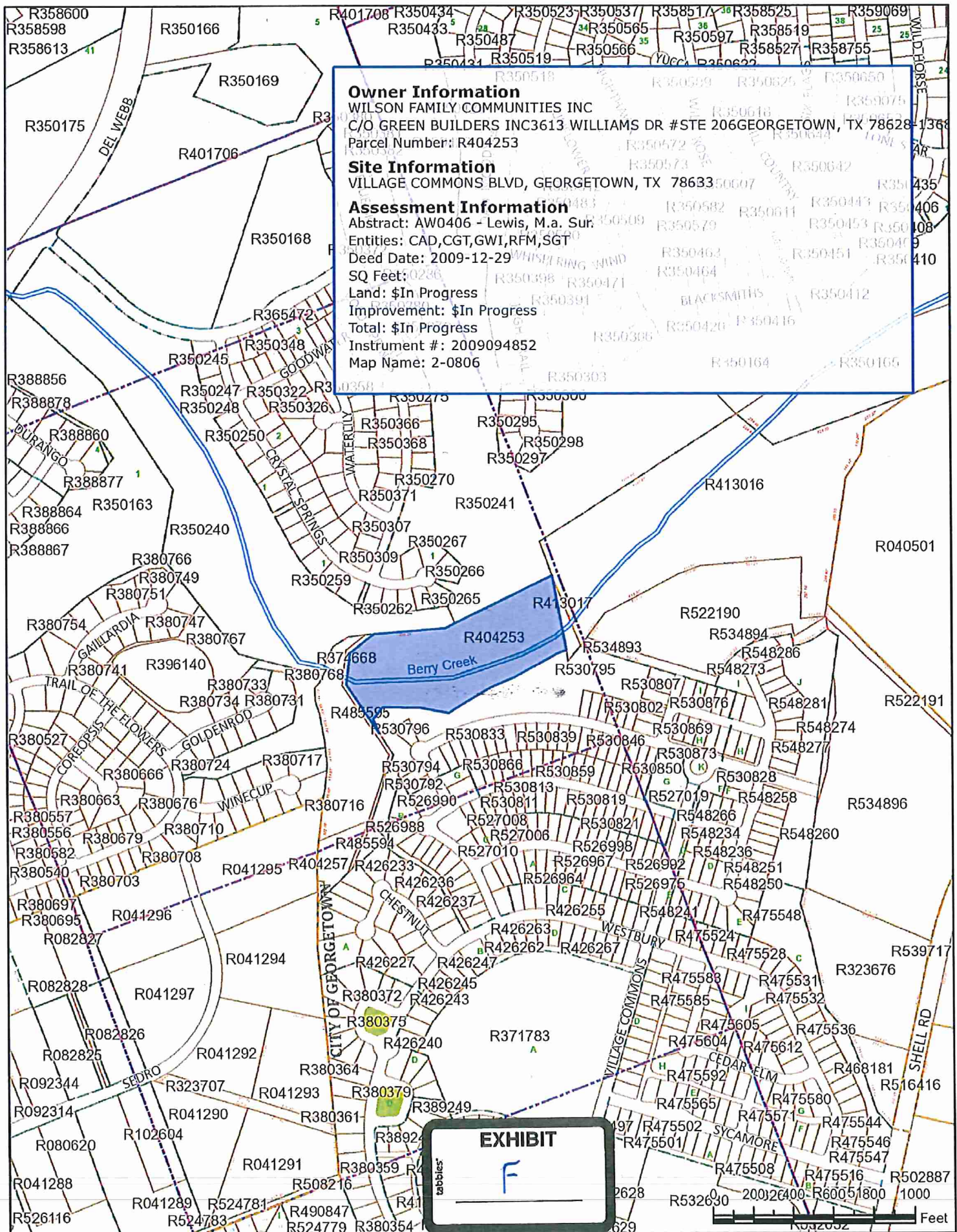
Abstract: AW0407 - Lord, L.b. Sur.
Entities: CAD,CGT,GWI,RFM,SGT
Deed Date: 2009-12-29
SQ Feet:
Land: \$In Progress
Improvement: \$In Progress
Total: \$In Progress
Instrument #: 2009094852
Map Name: 2-0806,(2-1307),(2-1305),(2-1105)

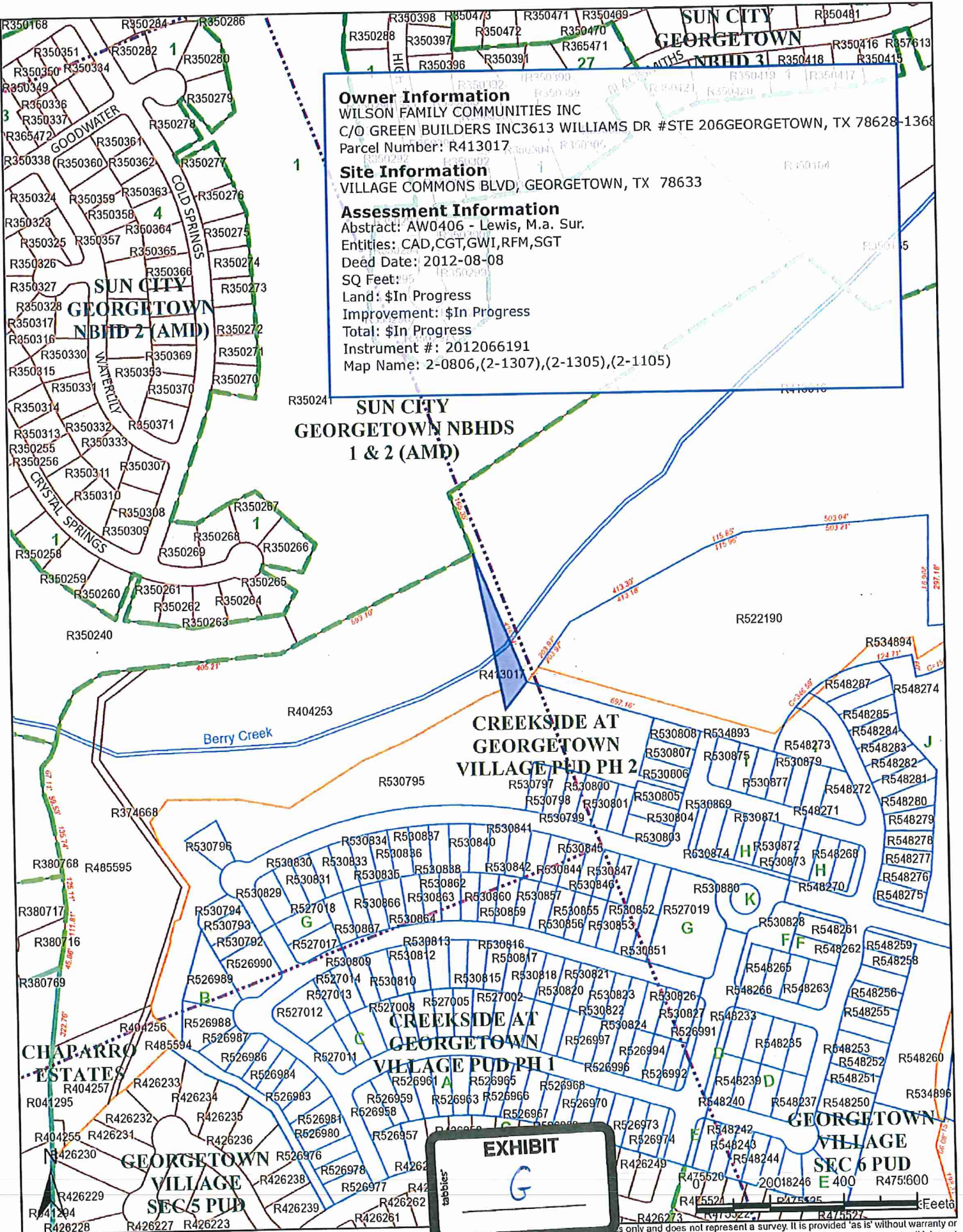
EXHIBIT

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Owner Information

WILSON FAMILY COMMUNITIES INC
C/O GREEN BUILDERS INC 3613 WILLIAMS DR #STE 206 GEORGETOWN, TX 78628-1368
Parcel Number: R413017

Site Information

VILLAGE COMMONS BLVD, GEORGETOWN, TX 78633

Assessment Information

Abstract: AW0406 - Lewis, M.a. Sur.

Entities: CAD, CGT, GWI, RFM, SGT

Deed Date: 2012-08-08

SQ Feet: 95

Land: \$In Progress

Improvement: \$In Progress

Total: \$In Progress

Instrument #: 2012066191

Map Name: 2-0806,(2-1307),(2-1305),(2-1105)

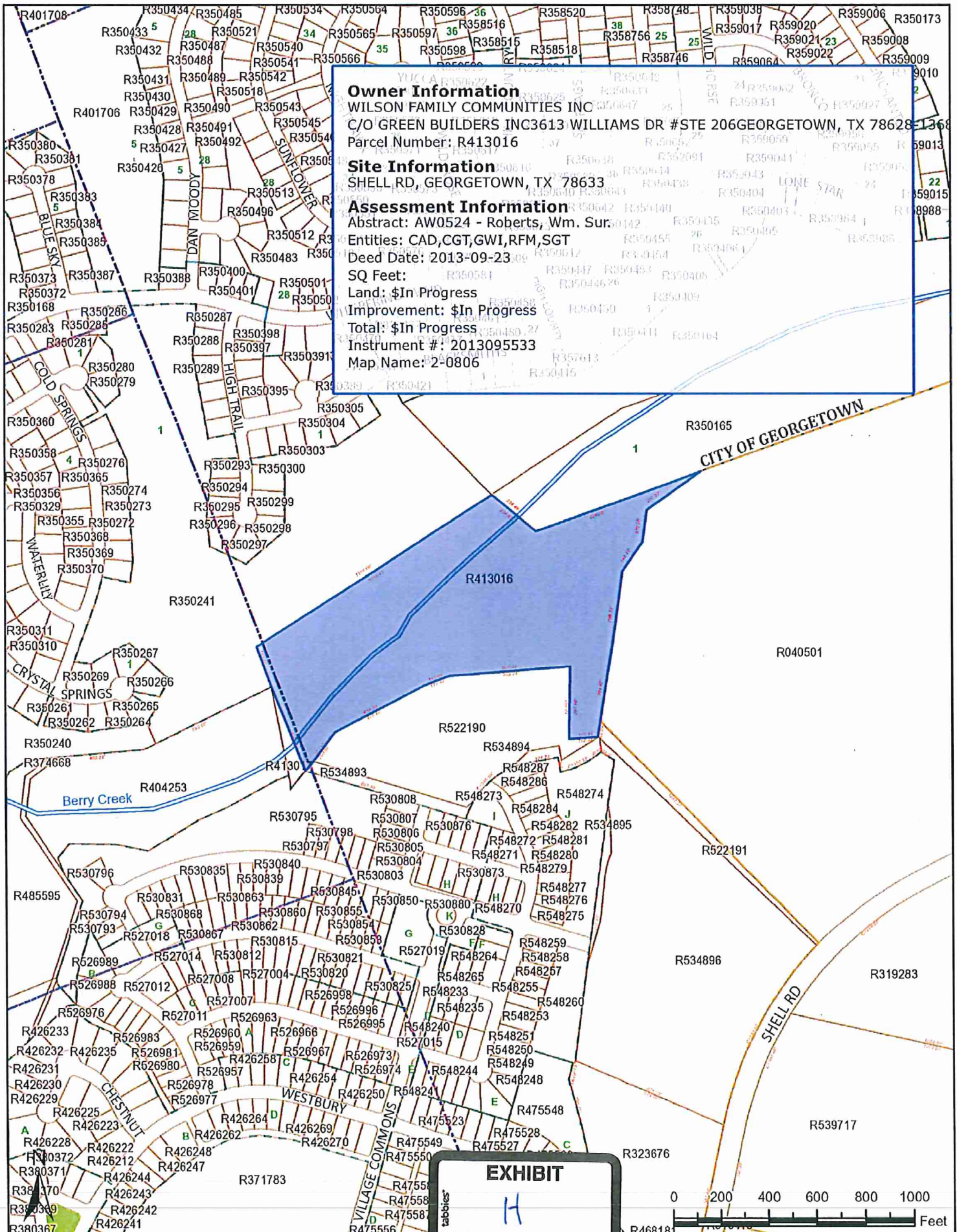
**SUN CITY
GEORGETOWN NBHDS
1 & 2 (AMD)**

**CREEKSIDE AT
GEORGETOWN
VILLAGE PUD PH 2**

**CREEKSIDE AT
GEORGETOWN
VILLAGE PUD PH 1**

EXHIBIT

G



Owner Information

WILSON FAMILY COMMUNITIES INC
C/O GREEN BUILDERS INC 3613 WILLIAMS DR #STE 206 GEORGETOWN, TX 78628-1368
Parcel Number: R413016

Site Information

SHELL RD, GEORGETOWN, TX 78633

Assessment Information

Abstract: AW0524 - Roberts, Wm. Sur.

Entities: CAD, CGT, GWI, RFM, SGT

Deed Date: 2013-09-23

SQ Feet:

Land: \$In Progress

Improvement: \$In Progress

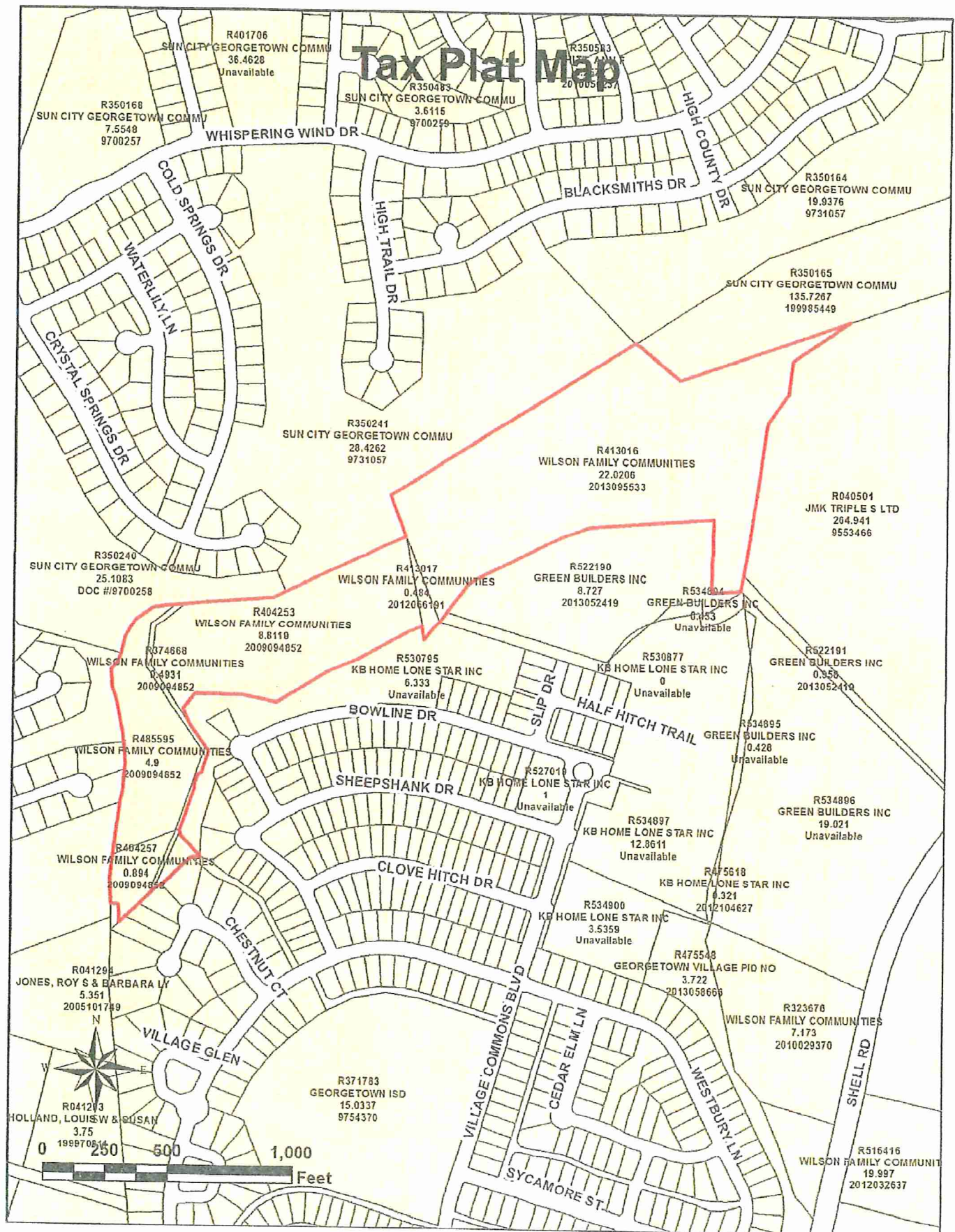
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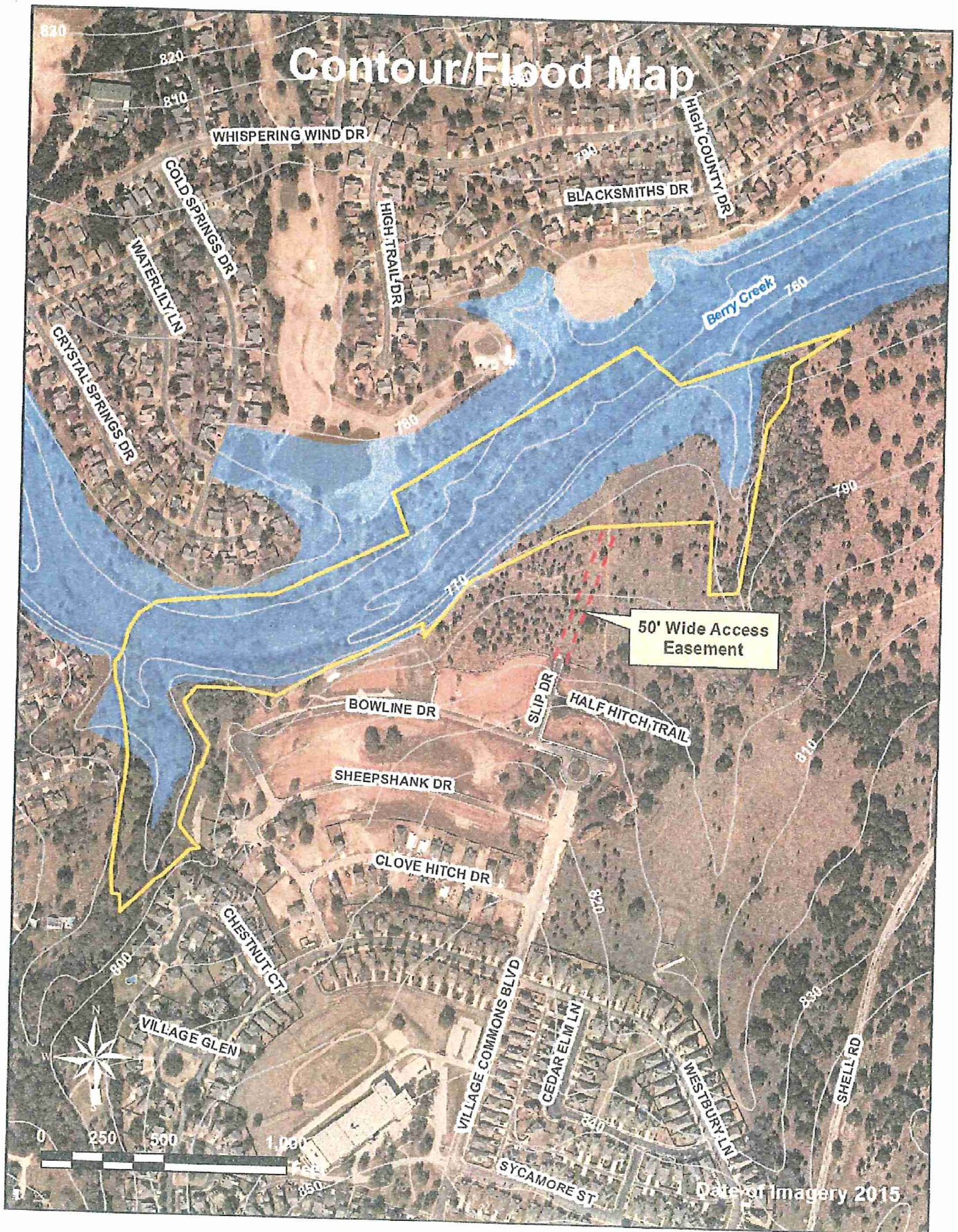
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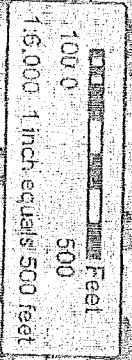
EXHIBIT

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Bat Well Cave
 2007 Monitoring
 Figure 1: Subject Area
 Williamson County, Texas
 February 2007



Cave Footprint

20338

Source: COA GIS CAPCOG GIS

