REAL ESTATE CONTRACT

Bagdad Road/CR 278 Right of Way-Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by JULIE LI (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.513 acre (approximately 22,346 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of TWENTY FOUR THOUSAND SEVEN HUNDRED EIGHTY FOUR and 00/100 Dollars (\$24,784.00).

Payment of Purchase Price

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

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).

Miscellaneous Conditions

3.02. 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 also as of the Closing Date, to the best of Seller'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 Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before April 28, 2017 or at such time, date, and place as Seller and Purchaser 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").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged 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) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser'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 Purchaser, 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) 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".
 - (d) 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 cash portion of the Purchase Price.

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 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 paid by each 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: (1) enforce specific performance of this Contract; or (2) 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 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. 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, 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.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge'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.

[signature page follows]

SELLER:	
Julie Li Date: 03/20/2017	Address: 3306 Great Valley Drive Cedar park. 7078613
PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
By: Dan A. Gattis County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626
Date:	

ехнівіт А

County:

Williamson

Parcel No.:

Highway:

Bagdad Road

Limits: From

From: 1,500' North of C.R. 278

Γο: 100' South of Silver Creek Drive

DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.513 ACRE (22,346 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT 393, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 5.16 ACRE TRACT OF LAND AND A CALLED 6.44 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO IVEY R. COLE AND WIFE, CAROLINE H. COLE, RECORDED IN VOLUME 627, PAGE 657 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), ALSO BEING A PORTION OF THE REMAINDER OF A CALLED 6.28 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO IVEY R. COLE AND WIFE, CAROLINE H. COLE, RECORDED IN VOLUME 597, PAGE 327, D.R.W.C.TX., ALSO BEING A PORTION OF THE REMAINDER OF A CALLED 1.6529 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO IVEY R. COLE AND WIFE, CAROLINE H. COLE, RECORDED IN VOLUME 593, PAGE 315, D.R.W.C.TX., SAID 0.513 ACRE (22,346 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with cap stamped "RPLS 5784" found on the existing east right-of-way line of County Road 279 (Bagdad Road), no record information found, same being the west line of a 10.23 acre tract of land as described in a deed to Boyd F. Henry, recorded in Volume 1642, Page 775 of the Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE N 10°03'23" W, with the existing east right-of-way line of said Bagdad Road, same being the west line of said 10.23 acre tract, a distance of 401.65 feet to a 1/2-inch iron rod found 34.55 feet right of Bagdad Road Engineer's Centerline Station (E.C.S.) 541+25.45 on the proposed east right-of-way line of Bagdad Road, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10,202,288.69, E:3,060,143.54), the southwest corner of said remainder of a called 5.16 acre tract and the parcel described herein;

THENCE departing the proposed east right-of-way line of said Bagdad Road, with the existing east right-of-way line of said Bagdad Road, same being the west line of said Cole tracts, the following three (3) courses and distances numbered 1-3:

- 1) N 10°04'10" W, a distance of 192.14 feet to a calculated point 32.66 feet right of Bagdad Road E.C.S. 543+17.58,
- 2) N 08°09'56" W, a distance of 529.18 feet to a calculated point 54.32 feet right of Bagdad Road E.C.S. 548+46.67, and
- 3) N 03°21'38" W, a distance of 299.48 feet to a 1/2-inch iron rod found 77.66 feet right of Bagdad Road E.C.S. 551+49.28, for the southwest corner of the remainder of a called 20.2 acre tract of land as described in a deed to Roy L. Sullivan, II, recorded in Document Number 1997035429, O.R.W.C.TX., the northwest corner of said 6.44 acre tract and the parcel described herein, from which a 1/2-inch iron rod found on the existing east right-of-way line of said Bagdad Road, for the northwest corner of said remainder of a called 20.2 acre tract bears N 03°01'04" W, a distance of 528.29 feet;

4) **THENCE** N 69°08'12" E, departing the existing east right-of-way line of said Bagdad Road, with the common line of said 6.44 acre tract and said remainder of a called 20.2 acre tract, a distance of 7.61 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 85.02 feet right of Bagdad Road E.C.S. 551+51.25 on the proposed east right-of-way line of said Bagdad Road, for the northeast corner of the parcel described herein, said point being the beginning of a curve to the left, from which a 1/2-inch iron rod found on said common line bears N 69°08'12" E, a distance of 228.20 feet;

THENCE departing the common line of said 6.44 acre tract and said remainder of a called 20.2 acre tract, with the proposed east right-of-way line of said Bagdad Road, over and across said Cole tracts, the following four (4) courses and distances numbered 5-8:

- 5) With said curve to the left, an arc distance of 20.87 feet, through a central angle of 00°14'37", having a radius of 4,905.00 feet, and a chord that bears S 04°25'13" E, a distance of 20.87 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 84.37 feet right of Bagdad Road E.C.S. 551+30.04, said point being the beginning of a curve to the left,
- 6) With said curve to the left, an arc distance of 686.78 feet, through a central angle of 08°00'40", having a radius of 4,911.94 feet, and a chord that bears S 07°42'57" E, a distance of 686.22 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 62.02 feet right of Bagdad Road E.C.S. 544+38.28, said point being the beginning of a curve to the left,
- 7) With said curve to the left, an arc distance of 45.84 feet, through a central angle of 00°32'04", having a radius of 4,915.00 feet, and a chord that bears S 12°49'22" E, a distance of 45.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 64.15 feet right of Bagdad Road E.C.S. 543+92.93, and
- 8) S 13°05'24" E, a distance of 259.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.14 feet right of Bagdad Road E.C.S. 541+34.59, on the south line of said remainder of a called 5.16 acre tract, same being the north line of said 10.23 acre tract, for the southeast corner of the parcel described herein;

9) **THENCE** S 69°09'29" W, continuing with the proposed east right-of-way line of said Bagdad Road and with the common line of said remainder of a called 5.16 acre tract and said 10.23 acre tract, a distance of 46.50 feet to the **POINT OF BEGINNING**, and containing 0.513 acres (22,346 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000140

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

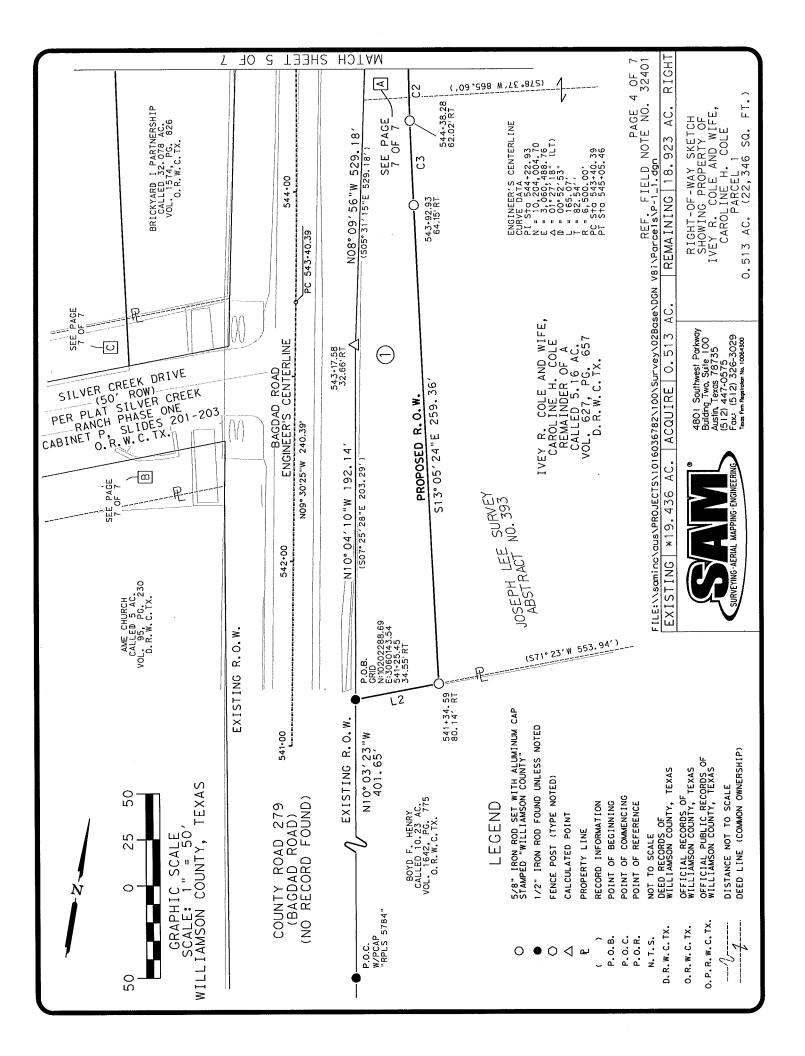
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

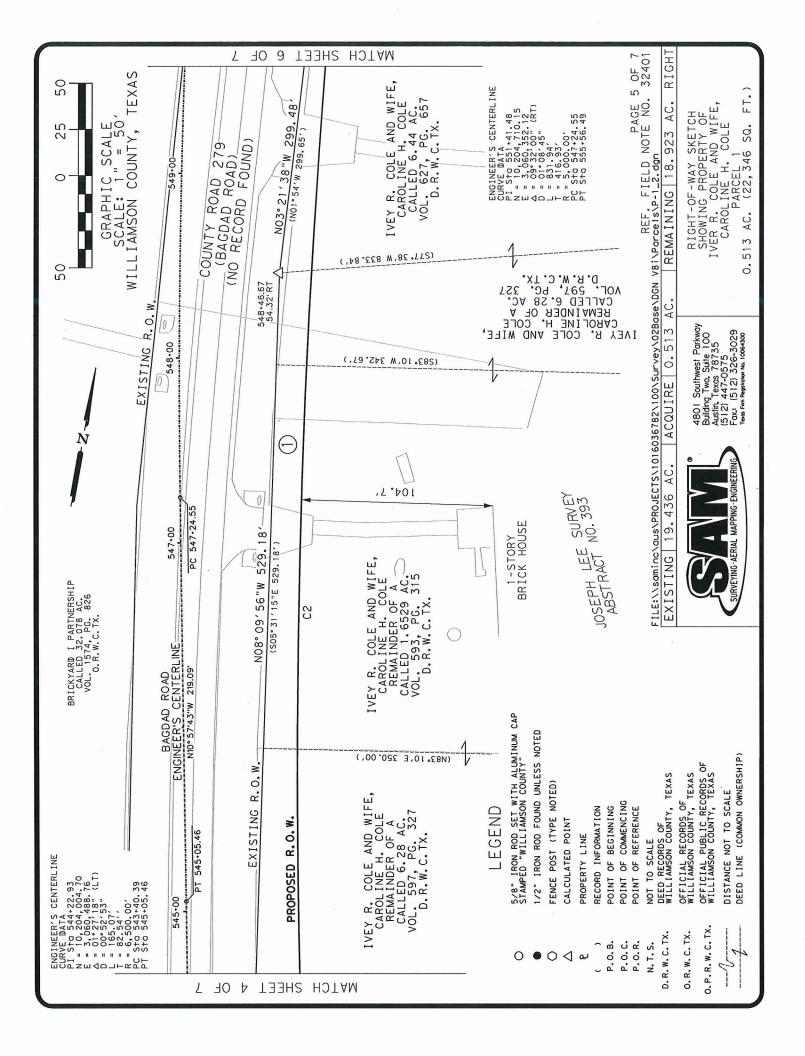
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of September, 2016.

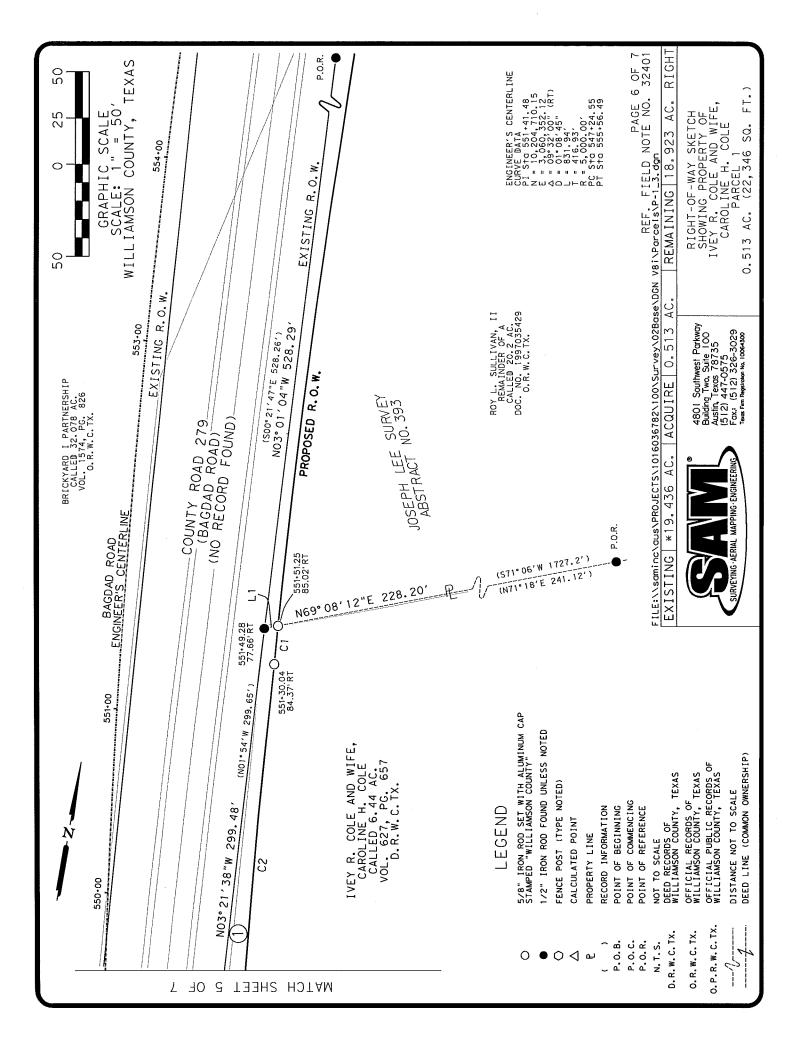
SURVEYING AND MAPPING, LLC. 4801 Southwest Parkway Parkway Two, Suite 100 Austin, Texas 78735 Texas Firm Registration No. 10064300



William Reed Herring Registered Professional Land Surveyor No. 6355-State of Texas







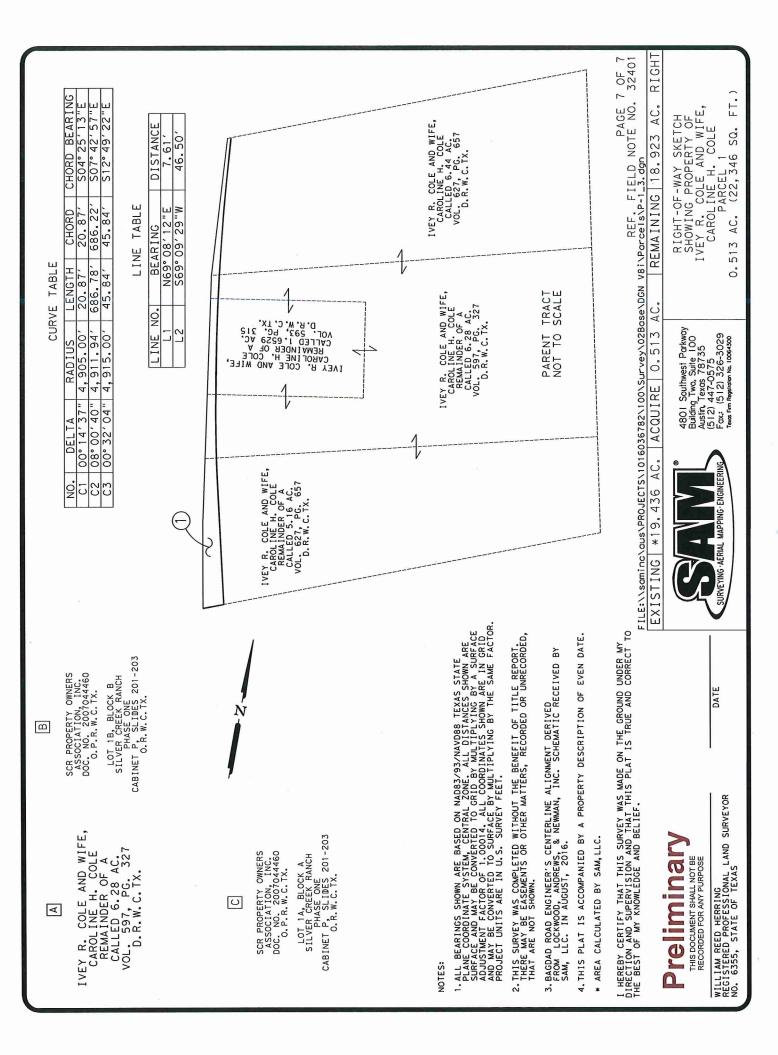


EXHIBIT "B"

Parcel 1

DEED

Bagdad Road/CR 278 Right of Way

THE STATE OF TEXAS

§ § §

COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JULIE LI, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.513 acre (approximately 22,346 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1)

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 Bagdad Road/CR 278, 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.

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:	
Julie Li	
$\underline{\mathbf{AC}}$	KNOWLEDGMENT
STATE OF TEXAS	\$
COUNTY OF	\$
	ged before me on this the day of, r the purposes and consideration recited therein.
	Notary Public, State of Texas
PREPARED IN THE OFFICE OF:	
	ts & Crossfield, P.C.
	East Main ad Rock, Texas 78664
GRANTEE'S MAILING ADDRESS:	
	amson County, Texas
	County Judge
	Main Street, Suite 101 getown, Texas 78626

AFTER RECORDING RETURN TO: