

**REAL ESTATE CONTRACT**  
CR 110 Right of Way—Parcel 4M

THIS REAL ESTATE CONTRACT ("Contract") is made by MUSTANG SELF STORAGE, LLC (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 0.718 acre (31,260 Sq. Ft.) tract of land in the William Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 4M)**;

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 Exhibit "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, any compensation for improvements, and any damage to the remaining property of Seller as a result of this conveyance, shall be the sum of ONE HUNDRED THIRTY THOUSAND and 00/100 Dollars (\$130,000.00).

**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 Independence Title Company on or before August 31<sup>st</sup>, 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:**

MUSTANG STORAGE, LLC

By: Kent Burkhardt

Its: Partner

Date: 07/13/2017

Address: 7525 CR 110

Round Rock, TX

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

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

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

EXHIBIT A

County: Williamson  
Parcel : 4M  
Highway: County Road 110

**PROPERTY DESCRIPTION FOR PARCEL 4M**

DESCRIPTION OF A 0.718 ACRE (31,260 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.595 ACRE TRACT OF LAND CONVEYED TO MUSTANG SELF STORAGE, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2012082303 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.718 ACRE (31,260 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found being the northeasterly corner of said 10.595 acre tract, same being an ell corner in the westerly boundary line of the remainder of that called 105.031 acre tract of land (portion of Exhibit "A", Tract 2), conveyed to SEDC DEVCO, INC. by instrument recorded in Document No. 2013084234 of the Official Public Records of Williamson County, Texas, said 105.031 acre tract, described in Tract 5, Exhibit "N" Document No. 2007070996 of the Official Public Records of Williamson County, Texas;

**THENCE**, with the northerly boundary line of said 10.595 acre tract, same being the westerly boundary line of said remainder of the 105.031 acre tract, S 68°23'10" W for a distance of 587.00 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10181009.36, E=3154256.56) set 68.00 feet right of proposed County Road (C.R.) 110 Baseline Station 229+64.56, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing the westerly boundary line of said remainder of the 105.031 acre tract, with the proposed easterly Right-of-Way (ROW) line of C.R. 110, through the interior of said 10.595 acre tract, the following two (2) courses:

- 1) **S 21°24'44" E** for a distance of **279.63** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R. 110 Baseline Station 226+84.93, for a point of curvature to the right;
- 2) along said curve to the right, having a delta angle of **04°37'50"**, a radius of **5068.00** feet, an arc length of **409.60** feet and a chord which bears **S 19°05'49" E** for a distance of **409.49** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R. 110 Baseline Station 220+80.82, in the southerly boundary line of said 10.595 acre tract, same being in the northerly boundary line of that called 1.501 acre tract of land conveyed to Edwin Wilson and wife, Jennifer Wilson by instrument recorded in Document No. 2014050118 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;
- 3) **THENCE**, with the southerly boundary line of said 10.595 acre tract, same being the northerly boundary line of said 1.501 acre tract, **S 69°05'52" W** for a distance of **61.50** feet to a calculated point in the existing easterly ROW line of CR 110 (variable width ROW), being an ell corner in the westerly boundary line of said 10.595 acre tract, same being the northwesterly corner of said 1.501 acre tract, for the southwesterly corner of the herein described tract, and from which a 3/8" iron rod found bears **S 11°30'40" E** at a distance of 5.27 feet;

**THENCE**, departing said northerly boundary line of the 1.501 acre tract, with said existing easterly ROW line, same being said westerly boundary line of the 10.595 acre tract, the following four (4) courses:

- 4) **N 16°39'06" W** for a distance of **179.39** feet to a calculated point, for an angle point of the herein described tract, and from which a 1/2" iron rod found bears **S 03°41'36" W** at a distance of 5.47 feet;
- 5) **N 20°23'06" W** for a distance of **50.27** feet to a 1/2" iron rod found, for an ell corner;
- 6) **N 68°48'21" E** for a distance of **17.58** feet to a calculated point, for an ell corner;
- 7) **N 19°53'42" W** for a distance of **459.31** feet to a 1/2" iron rod with plastic cap stamped "Forest" found for an ell corner in said existing easterly ROW line, being the northwesterly corner of said 10.595 acre tract, same being the westerly boundary line of said remainder of the 105.031 acre tract, for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "RJ Surveying" found for an ell corner in said existing easterly ROW line, same being an ell corner in the westerly boundary line of said remainder of the 105.031 acre tract, bears **S 68°23'10" W** at a distance of 19.38 feet;
- 8) **THENCE**, with said common boundary line, **N 68°23'10" E** for a distance of **32.51** feet to the **POINT OF BEGINNING**, containing 0.718 acres (31,260 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.

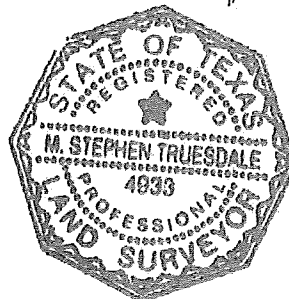
THE STATE OF TEXAS           §  
    §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF WILLIAMSON    §

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*  
 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

*24 June 2016*  
 Date



S:\\_KIMLEY HORN\CR 110\PARCELS\PARCEL 4M ROW

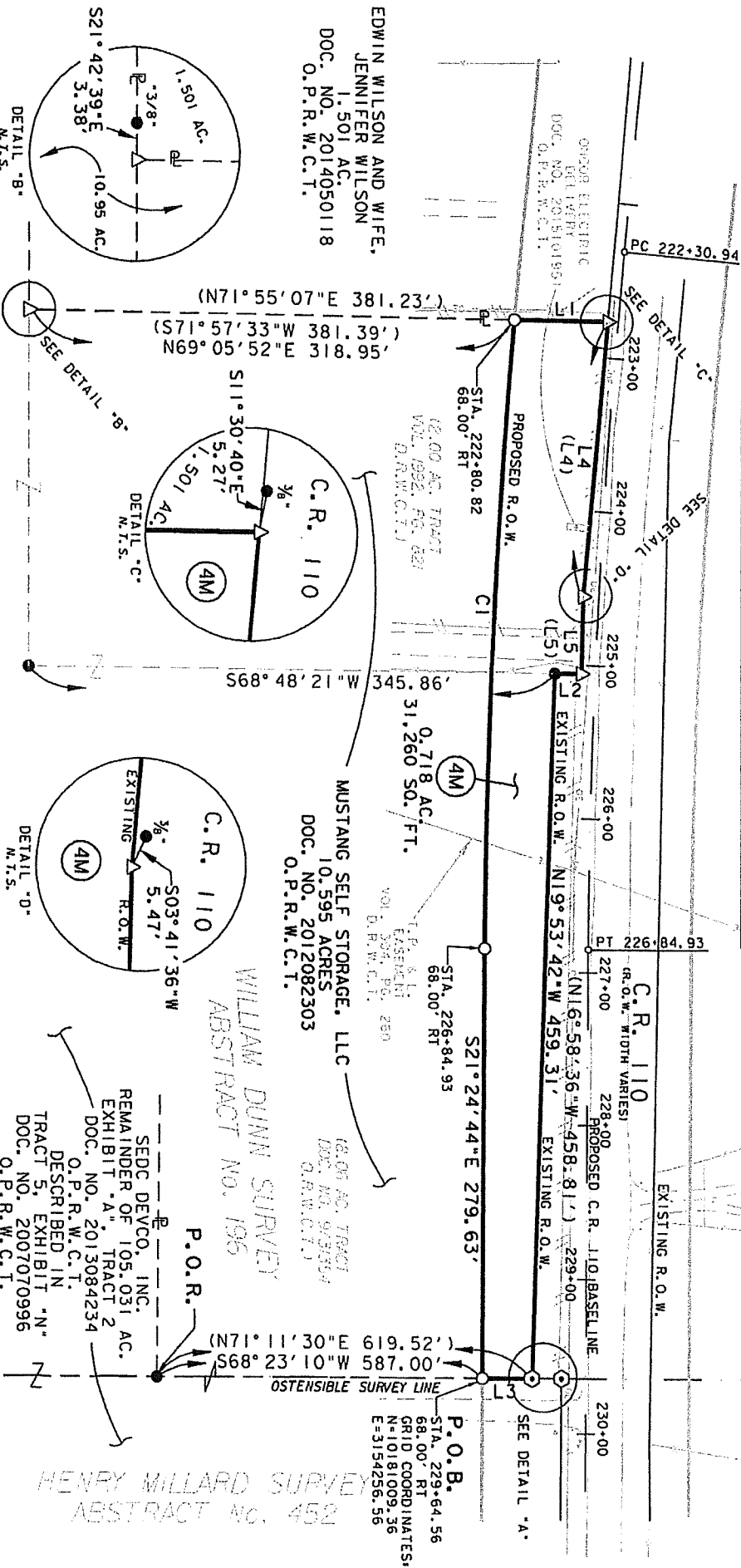
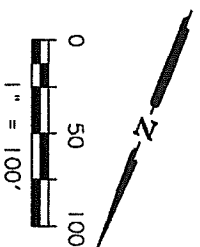
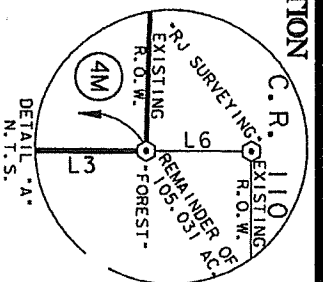
PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/23/16  
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	S69°05'52"W	61.50'
L2	N68°48'21"E	17.58'
(L2)	(N71°37'10"E)	(14.56')
L3	N68°23'10"E	32.51'

NUMBER	DIRECTION	DISTANCE
L4	N16°39'06"W	179.39'
(L4)	(N14°02'17"W)	(179.55')
(L5)	(N12°00'55"W)	(54.09')
L5	N20°23'06"W	50.27'
L6	S68°23'10"W	19.38'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	04°37'50"	5068.00'	409.60'	409.49'	S19°05'49"E



**INLAND**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (817) 238-1200, FAX (817) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE 1" = 100'

PROJECT CR 110

COUNTY WILLIAMSON

PARCEL 4M

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

- TXDOT TYPE I CONCRETE MONUMENT FOUND
  - \* FENCE CORNER POST FOUND
  - 1/2" IRON ROD FOUND UNLESS NOTED
  - ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP (AS NOTED)
  - ⊕ COTTON GIN SPINDLE FOUND
  - ⊗ 1/2" IRON PIPE FOUND UNLESS NOTED
  - x X CUT FOUND
  - ▲ 60/D NAIL FOUND
  - △ CALCULATED POINT
  - 1/2" IRON ROD W/ ALUMINUM CAP
- (UNLESS NOTED OTHERWISE)

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 OF NO. 1608202-GTN, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE MARCH 02, 2016, ISSUE DATE MARCH 10, 2016.

10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO.

H. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 260, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 331, PAGE 338, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 439, PAGE 26, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 563, PAGE 717, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION, CANNOT BE LOCATED.

L. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY BY INSTRUMENT IN DOCUMENT NO. 2015101951, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

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* 24 June 2016

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
DATE:

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  
ROUND ROCK, TX 78681



PARCEL PLAT SHOWING PROPERTY OF

MUSTANG SELF STORAGE, LLC

SCALE

1" = 100'

PROJECT

CR 110

COUNTY

WILLIAMSON

PARCEL 4M

	ACRES	SQUARE FEET
ACQUISITION	0.718	31,260
CALC/DEED AREA	10.595	461,518
REMAINING AREA	9.877	430,258

# EXHIBIT "B"

Parcel 4M

## DEED

County Road 110 Right of Way

THE STATE OF TEXAS

§  
§  
§

COUNTY OF WILLIAMSON

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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 MUSTANG STORAGE, LLC, 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 0.718 acre (31,260 Sq. Ft.) tract of land in the William Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 4M)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A", to wit: NONE

### **RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110.

**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 13<sup>th</sup> day of July, 2017.

*[signature pages follow]*

**GRANTOR:**

MUSTANG STORAGE, LLC

By: Kent Burkhardt  
Printed Name: Kent Burkhardt  
Its: Partner

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

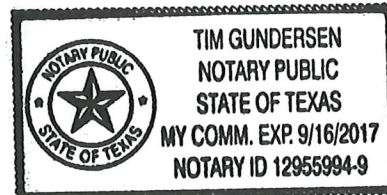
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13 day of July, 2017 by Tim Gundersen, in the capacity and for the purposes and consideration recited therein.

[Signature]  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664



**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**