

REAL ESTATE CONTRACT

Seward Junction SE – Parcel 7

THIS REAL ESTATE CONTRACT (“Contract”) is made by JEFFREY SCOTT LLOYD and LAURA S. LLOYD (collectively 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 0.2501 acre (10,895 SF) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 7**);

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 improvements thereon, and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of THIRTY-EIGHT THOUSAND ONE HUNDRED EIGHTY and 00/100 Dollars (\$38,180.00).

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 ("Title Company") on or before January 31st, 2018, 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.

(3) 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, and any previous years not fully paid, 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

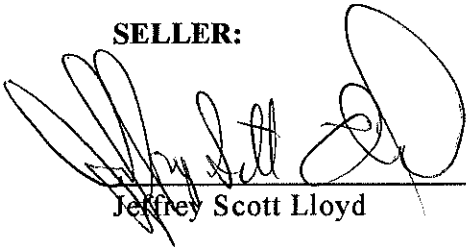
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

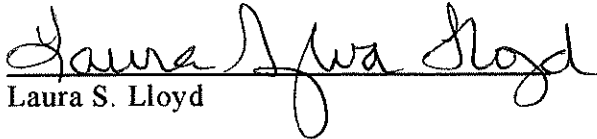
Possession and Use Agreement

8.12. By execution of this Contract the parties agree that at any time after the expiration of thirty days subsequent to the Purchaser's tender of the full amount of the Purchase Price to the Title Company's escrow account, that Purchaser, its employees, contractors and agents shall be allowed to take exclusive possession of the Property prior to the Closing Date if Purchaser determines it shall become necessary for undertaking investigation or construction activities related to the proposed CR 259 roadway improvements, and Purchaser shall be allowed to remove any improvements existing on the Property at that time and not previously retained and removed by Seller. If requested by Purchaser, the Seller shall execute a Possession and Use Agreement document to this effect, in a form prepared by Purchaser and which is suitable for recording in the Real Property Records of Williamson County, Texas

(signature page follows)

SELLER:



Jeffrey Scott Lloyd

Laura S. Lloyd

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT "A"

0.2501-Ac.
Noah Smithwick Survey, A-590,
Williamson County, Texas

Job No. 5569-02-001
FN1791-R2(gt)
Page 1 of 4

FIELD NOTES DESCRIPTION – PARCEL 7

DESCRIPTION OF 0.2501 ACRE (10,895 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 9, TWENTY-NINE RANCH, A SUBDIVISION OF RECORD IN CABINET K, SLIDES 115-116, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.2501 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, 63.21 feet right of Williamson County Road 266 Baseline Station 265+79.34, in the existing east right-of-way line of County Road 266, a varying width right-of-way, at the northwest corner of Lot 9 of the said Twenty-Nine Ranch subdivision, same being the southwest corner of the remainder of that certain called 2.67 Acre tract of land described in the deed to Land Unlimited, Inc., of record in Document No. 1998064566, Official Public Records of Williamson County, Texas, said calculated point also being the northwest corner of a 15-foot wide Road Widening Easement, as shown on the said Twenty-Nine Ranch subdivision plat, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, and from said calculated point, a 1/2-inch iron rod found bears N 08° 41' 56" W, a distance of 2.74 feet;

THENCE N 67° 28' 06" E, with the common north line of Lot 9 of the said Twenty-Nine Ranch subdivision and the north line of the said 15-foot wide Road Widening Easement, same being the south line of the said 2.67 acre tract, and with the north line of the tract described herein, at a distance of 15.56 feet pass the northeast corner of the said 15-foot wide Road Widening Easement, and continuing for a total distance of 40.80 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 102.00 feet right of County Road 266 Baseline Station 265+91.98, for the northeast corner of the tract described herein;

THENCE S 05° 13' 51" E, leaving the south line of the said 2.67 acre tract and crossing Lot 9 of the said Twenty-Nine Ranch subdivision, with the proposed east right-of-way line of County Road 266, and with the east line of the tract described herein, a distance of 325.37 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set, 106.28 feet right of County Road 266 Baseline Station 262+66.64, in the common south line of Lot 9 and north line of Lot 10 of the said Twenty-Nine Ranch subdivision, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod found in the west line of Lot 8 of the said Twenty-Nine Ranch subdivision, at the southeast corner of Lot 9, same being the northeast corner of Lot 10 of the said Twenty-Nine Ranch subdivision, bears N 82° 56' 14" E, a distance of 543.09 feet;

THENCE S 82° 56' 14" W, with the common south line of Lot 9 and north line of Lot 10 of the said Twenty-Nine Ranch subdivision, with the south line of the tract described herein, at a distance of 14.00 feet, passing a calculated point in the east line of the said 15-foot wide Road Widening Easement, from which a 1/2-inch iron rod with a plastic cap stamped "JPH Land Surveying" found bears S 71° 12' 58" E, a distance of 0.13 feet, and continuing for a total distance of 29.00 feet to a 1/2-inch iron rod found, 77.31 feet right of County Road 266 Baseline Station 262+65.34, in the existing east right-of-way line of County Road 266, at the common southwest corner of Lot 9 and the northwest corner of Lot 10 of the said Twenty-Nine Ranch subdivision, same being an angle point in the west line of the said 15-foot wide Road Widening Easement, for the southwest corner of the tract described herein;

THENCE N 07° 02' 55" W, with the existing east right-of-way line of County Road 266, same being the west line of Lot 9 of the said Twenty-Nine Ranch subdivision and the west line of the said 15-foot wide Road Widening Easement, and with the west line of the tract described herein, a distance of 314.32 feet the **POINT OF BEGINNING** and containing 0.2501 acre (10,895 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.
BOWMAN WORD FILE: FN1791-R2(gt)

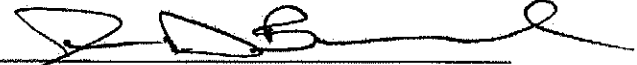
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, 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 during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 11th of January, 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

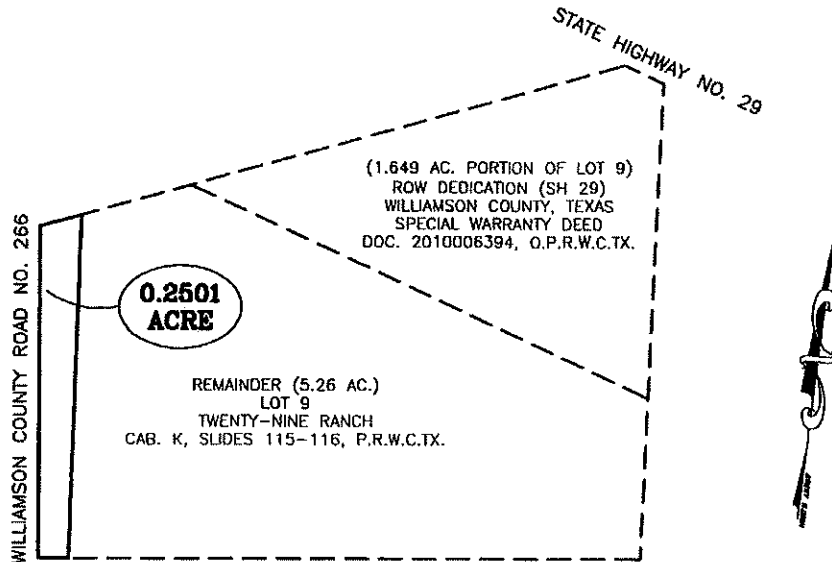




John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

NOTES:

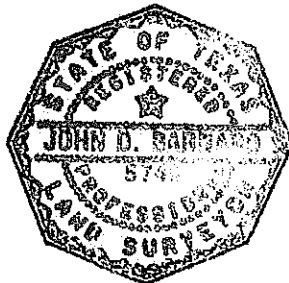
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N246301B.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA (LOT 9)	= 5.26 ACRES
DOC. 2010006394 ROW ACQUISITION AREA	= 1.649 ACRES
PROPOSED ROW ACQUISITION AREA	= 0.2501 ACRE
CALCULATED REMAINDER AREA	= 3.3609 ACRES



SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
 JOHN D. BARNARD
 REGISTERED PROFESSIONAL LAND
 SURVEYOR NO. 5749,
 STATE OF TEXAS

1/11/2017
 DATE

FILE: P:\005559 - Seward Junction\005559-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW_2017\SK1791-R2(at)_CR266-ROW Parcel 7 29 Ranch-Lot 9.dwg



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 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101208-00

**EXHIBIT TO ACCOMPANY
 FIELD NOTES DESCRIPTION
 FN1791-R2**