

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by JOEL ERIC ALLSPAUGH and TRICIA MATTHEWS-ALLSPAUGH (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 0.99 acre tract of land out of Lot 2B, Lost River Ranches, Section Two, a Williamson County Subdivision recorded in Cabinet I, Slides 235-259, Plat Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

All of that certain 1.15 acre tract of land out of Lot 21, Cedar Hollow Crossing, a Williamson County Subdivision recorded in Cabinet J, Slides 338-353, Plat Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein;

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-B" 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 Exhibits "A-B", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of SIXTY-EIGHT THOUSAND FIVE HUNDRED and 00/100 Dollars (\$68,500.00).

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 Georgetown Title Company on or before December 15th, 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 Exhibits "A-B", 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.

(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:

Joel Eric Allspaugh Address: 2840 DAK HAVEN CIR
Joel Eric Allspaugh GEORGETOWN, TX 78628

Date: _____

Tricia Matthews Allspaugh Address: 2840 DAK HAVEN CIR.
Tricia Matthews-Allspaugh Georgetown, TX 78628

Date: 11/3/17

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

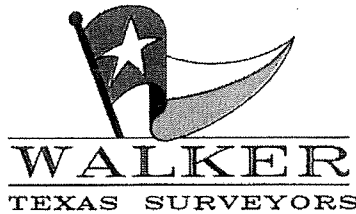
Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

WTS Job#075035

0.99 acre



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm Number 10103800

PERIMETER DESCRIPTION OF A 0.99 ACRE TRACT OF LAND, OUT OF LOT 2B, LOST RIVER RANCHES, SECTION TWO, A WILLIAMSON COUNTY SUBDIVISION RECORDED IN CABINET I, SLIDES 235-259, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with yellow cap inscribed "Exacta 10193731" found in the north line of Lot 21, Cedar Hollow Crossing, a Williamson County subdivision recorded in Cabinet J, Slides 338-353, of said plat records, for the southwest corner of said Lot 2B and this tract;

THENCE: into and across said Lot 2B with the following three (3) courses:

1. 62.57 feet with a curve to the left, having a radius of 77.00 feet and a chord that bears N 44°33'19" E 60.86 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
2. N 21°16'33" E 194.62 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
3. 53.64 feet with a curve to the left, having a radius of 77.00 feet and a chord that bears N 01°19'04" E 52.56 feet to a 1/2 inch iron rod found for an interior ell corner in said Lot 2B, and for the southeast corner of Lot 2A of said Lost River Ranches subdivision;

THENCE: with the common east line of said Lot 2A and the west line of said Lot 2B and this tract the following two (2) courses:

1. N 18°38'25" W 415.51 feet to a 5/8 inch iron rod found in the south line of Wind Ridge Cove, a 50 foot roadway easement as shown and described on said Lost River Ranches subdivision plat,
2. N 18°38'25" W 25.00 feet to a point in the center of said roadway easement, for the northwest corner of said Lot 2B and this tract;

THENCE: N 71°17'34" E 60.00 feet with the north Line of said Lot 2B and with the center of said roadway easement to a point for the northeast corner of this tract;

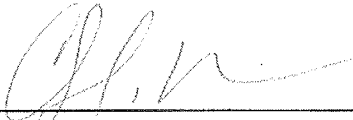
THENCE: into and across said Lot 2B with the following four (4) courses:

1. S 18°38'25" E 25.00 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set on the south line of said roadway easement, from which a 1/4 inch iron rod found for the northeast corner of said Lot 2B bears N 71°17'44" E 132.59 feet,
2. S 18°38'25" E 415.58 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,

3. 95.44 feet with a curve to the right, having a radius of 137.00 feet and a chord that bears S 01°19'04" W 93.52 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
4. S 21°16'33" W 172.43 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set in the south line of said Lot 2B, same being the north line of said Lot 21, for the southeast corner of this tract, from which a 1/4 inch iron rod found for an angle point in the south line of said Lot 2B bears N 68°22'45" E 69.20 feet;

THENCE: S 68°22'45" W 114.74 feet with the common south line of said Lot 2B and the north line of said Lot 21 to the Point of Beginning.

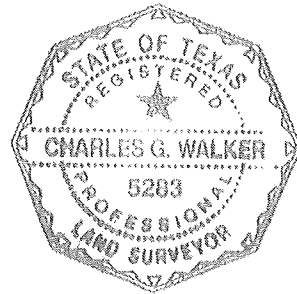
Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:



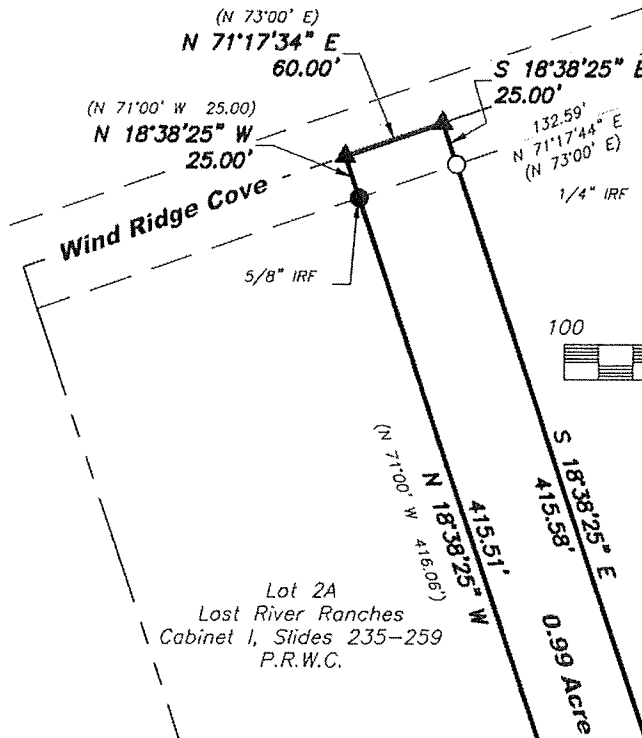
Charles G. Walker

October 27, 2017 = Date of Field Survey

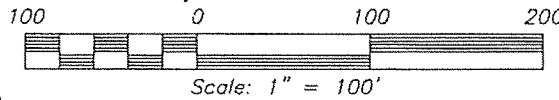
R.P.L.S. Number 5283



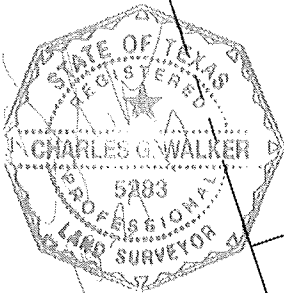
**Sketch to Accompany Field Notes for
0.99 acre out of Lot 2B, Lost River
Ranches, Section Two, a Williamson
County subdivision recorded in Cabinet I,
Slides 235-259. Plat Reords of Williamson
County, Texas**



Bearings cited hereon
based on Grid North
Texas State Plane
Coordinate System
Central Zone (NAD83)



- 1/2 inch iron rod found (unless otherwise noted)
- 1/2 inch iron rod with yellow cap inscribed
"WALKER 5283" set
- ⊙ 1/2 inch iron rod with cap found
corner
- (XXXXX) Record data per Cabinet I, Slides 235-259 P.R.W.C.
- O.P.R.W.C. Official Public Records Williamson County
- P.R.W.C. Plat Records Williamson County



Lot 3A
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 2B
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 21
Cedar Hollow Crossing
Cabinet J, Slides 338-353
P.R.W.C.

**Point of
Beginning**

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Distance
C1	46°33'33"	62.57'	77.00'	N 44°33'19" E	60.86'
C2	39°54'57"	53.64'	77.00'	N 1°19'04" E	52.56'
C3	39°54'57"	95.44'	137.00'	S 1°19'04" W	93.52'

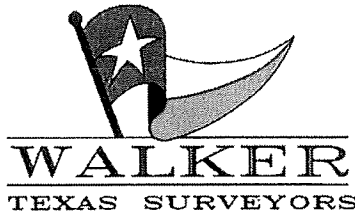
WALKER
TEXAS SURVEYORS

P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

EXHIBIT "B"

WTS Job#075035

1.15 Acres



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm Number 10103800

PERIMETER DESCRIPTION OF A 1.15 ACRE TRACT OF LAND, OUT OF LOT 21, CEDAR HOLLOW CROSSING, A WILLIAMSON COUNTY SUBDIVISION RECORDED IN CABINET J, SLIDES 338-353, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cotton gin spindle found in the east line of Lot 20A, Block A, Final Plat of a Replat of Cedar Hollow Crossing Lot 20, Block A, a Williamson County subdivision recorded as Document No. 2014085305 of the Official Public Records of Williamson County, Texas, for the southwest corner of said Lot 21, from which a cotton gin spindle found for the southeast corner of said Lot 20A bears S 18°52'10" E 55.37 feet;

THENCE: with the east line of said Lot 20A, same being the west line of said Lot 21 and this tract the following two courses:

1. N 18°45'15" W 286.89 feet to a 1/2 inch iron rod found,
2. N 02°26'38" E 334.62 feet to a 1/2 inch iron rod found for an angle point in the south line of Lot 3A, Lost River Ranches, Section Two, a Williamson County subdivision recorded in Cabinet I, Slides 235-259 of said plat records, same being the northeast corner of said Lot 20A and the northwest corner of said Lot 21 and this tract;

THENCE: with the north line of said Lot 21 and this tract the following two (2) courses:

1. N 67°50'05" E 180.44 feet with the south line of said Lot 3A to a 1/2 inch iron rod with plastic cap inscribed "Exacta 10193731" found for the southeast corner of said Lot 3A, and for the southwest corner of Lot 2B of said Lost River Ranches subdivision,
2. N 68°22'45" E 114.74 feet continuing with the south line of said Lot 2B to a 1/2 inch iron rod with cap inscribed "Walker 5283" set, from which a 1/4 inch iron rod found for an angle point in said Lot 21 bears N 68°22'45" E 69.20 feet;

THENCE: into and across said Lot 21 the following six (6) courses:

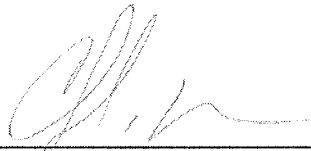
1. S 21°16'33" W 22.19 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
2. 111.33 feet with a curve to the right, having a radius of 137.00 feet, and a chord that bears S 44°33'19" W 108.29 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
3. S 67°50'05" W 92.51 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,

4. 87.88 feet with a curve to the left, having a radius of 77.00 feet, and a chord that bears S 35°08'22" W 83.19 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
5. S 02°26'38" W 235.44 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set,
6. S 18°46'22" E 273.95 feet to a 1/2 inch iron rod with cap inscribed "Walker 5283" set in the south line of said Lot 21 for the southeast corner of this tract;

THENCE: with the south line of said Lot 21 and this tract the following two (2) courses:

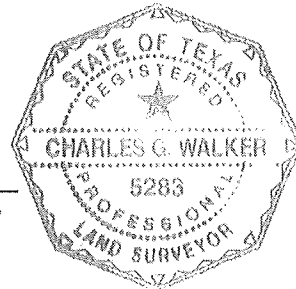
1. S 68°09'48" W 35.10 feet to a 5/8 inch iron rod found for the northeast corner of Oak Haven Circle, a 50 foot wide roadway as described on said Cedar Hollow Crossing subdivision plat,
2. S 71°37'10" W 25.04 feet with the northerly termination of said Oak Haven Circle to the Point of Beginning.

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:



Charles G. Walker
R.P.L.S. Number 5283

October 27, 2017 = Date of Field Survey



**Sketch to Accompany Field Notes for
1.15 acres out of Lot 21, Cedar Hollow
Crossing, a Williamson County
subdivision recorded in Cabinet J,
Slides 338-353. Plat Reords of
Williamson County, Texas**

Lot 3A
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

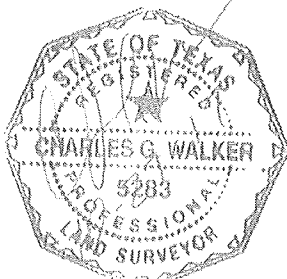
Lot 2B
Lost River Ranches
Cabinet I, Slides 235-259
P.R.W.C.

Lot 20A, Block A
Final Plat of a Replat of
Cedar Hollow Crossing Lot
20, Block A
Document No. 2014085305
O.P.R.W.C.

Lot 21
Cedar Hollow Crossing
Cabinet J, Slides 338-353
P.R.W.C.

- ★ cotton gin spindle found
- 1/2 inch iron rod found (unless otherwise noted)
- 1/2 inch iron rod with yellow cap inscribed "WALKER 5283" set
- ⊙ 1/2 inch iron rod with cap found
- (XXXXX) Denotes record data per Cabinet J, Slides 338-353 P.R.W.C.
- O.P.R.W.C. Official Public Records Williamson County
- P.R.W.C. Plat Records Williamson County

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Distance
C1	46°33'33"	111.33'	137.00'	S 44°33'19" W	108.29'
C2	65°23'28"	87.88'	77.00'	S 35°08'22" W	83.19'



**Point of
Beginning**

Lot 22
Cedar Hollow Crossing
Cabinet J, Slides 338-353
P.R.W.C.

Sheet 3 of 3

WALKER
TEXAS SURVEYORS

P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

Job #075035