

REAL ESTATE CONTRACT
Brushy Creek Trail Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between HAMMOCK RESTAURANTS, L.L.C., a Delaware limited liability company, (referred to in this Contract as "Seller", whether one or more) 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 1.060 acre (46,182 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**);

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 and fixtures situated on and attached to the Property described in Exhibit "A", or bisected by the acquisition and not otherwise 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", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of SIXTY-ONE THOUSAND ONE HUNDRED TWO and 00/100 Dollars (\$61,102.00).

Payment of Purchase Price

2.03. 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

4.01. 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 knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller 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 Independence Title Company on or before February 18, 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 the Williamson County, Texas a duly executed and acknowledged Deed conveying good and indefeasible title 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.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement 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".

(3) Deliver to Purchaser possession of the Property.

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 acquired in fee simple 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 the Williamson County commissioners court, 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.

SELLER:

HAMMOCK RESTAURANTS, L.L.C.,
a Delaware limited liability company

By: 

Its: President

Address: 201 Lockline Blvd

Suite 401

Cedar Park, TX 78613

Date: 1-17-18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Address: 710 Main St., Suite 101
Georgetown, Texas 78626

Date: _____



EXHIBIT "A"

FIELD NOTES

FOR

A 1.060 ACRE, OR 46,182 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 4, OF THE WILL GALLER SUBDIVISION RECORDED IN CABINET L, SLIDE 326 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO HAMMOCK RESTAURANTS, LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2007032018 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS. SAID 1.060 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, an angle point in the north line of a remainder of a called 18.904 acre tract recorded in Document No. 2002071335 of the Official Public Records of Williamson County, Texas, same being an angle point in the south line of said Lot 4, from which a ¾" iron rod found, at an angle point in the north line of said remainder of a called 18.904 acre tract, same being an angle point in the south line of said Lot 4 bears S 72°31'11" E, a distance of 58.86 feet;

THENCE N 57°24'20" W, with the north line of said remainder of a called 18.904 acre tract, same being the south line of said Lot 4, a distance of **79.75 feet** to an interior angle point of said remainder of a called 18.904 acre tract, same being the southwest corner of said Lot 4;

THENCE N 06°06'40" E, with the east line of said remainder of a called 18.904 acre tract, same being the west line of said Lot 4, a distance of **56.98 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, the **POINT OF BEGINNING** of the herein described tract;

THENCE N 06°06'40" E, continuing with the east line of said remainder of a called 18.904 acre tract, same being the west line of said Lot 4, a distance of **82.81 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, on the south line of Lot 5 of the Ledbetter Oaks Subdivision recorded in Document No. 2009008418 of the Official Public Records of Williamson County, Texas, the northeast corner of said remainder of a called 18.904 acre tract, same being the northwest corner of said Lot 4;

THENCE S 74°26'40" E, with the south line of said Ledbetter Oaks Subdivision, same being the north line of said Lot 4, a distance of **509.87 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, a point in the south line of Lot 7 of the said Ledbetter Oaks Subdivision, the northwest corner of Lot 3 of the aforementioned Will Galler Subdivision, same being the northeast corner of said Lot 4;

TBPE Firm Registration #470 | TBPLS Firm Registration #10028801

Austin | San Antonio | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

7800 Shoal Creek Blvd., Suite 220 West, Austin, TX 78757 T: 512.454.8711 www.Pape-Dawson.com

THENCE S 07°24'45" W, departing the south line of said Lot 7, with the west line of said Lot 3, same being the east line of said Lot 4, a distance of **97.00 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set;

THENCE departing the west line of said Lot 3, through the interior of said Lot 4, the following two (2) courses and distances:

1. **N 75°35'57" W**, a distance of **78.87 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson" set, and
2. **N 72°19'48" W**, a distance of **431.45 feet** to the **POINT OF BEGINNING** and containing 1.060 acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 50867-00.

PREPARED BY: Pape-Dawson Engineers, Inc.

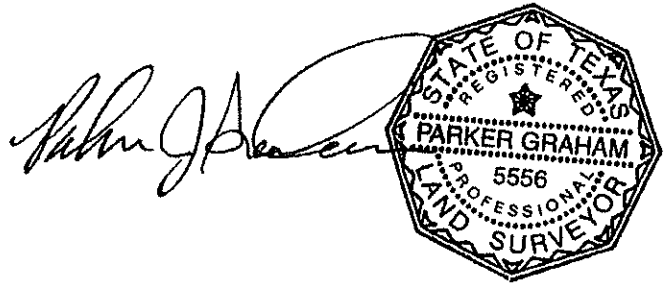
DATE: May 26, 2017

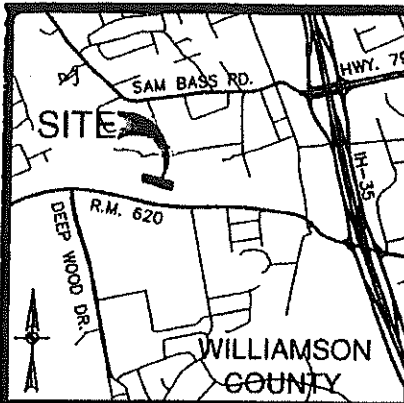
JOB No.: 50867-00

DOC.ID.: H:\survey\CIVIL\50867-00\Word\R347942-HAMMOCK RESTAURANTS.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01





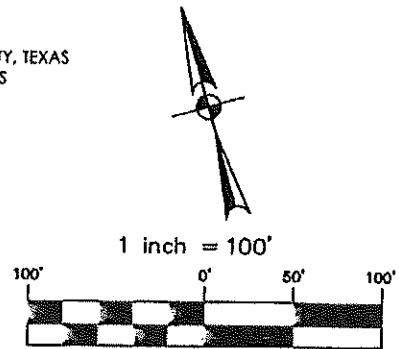
LOCATION MAP

LEGEND:

D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
F.D. FOUND
I.R. IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



NOT-TO-SCALE
30" SANITARY SEWER EASEMENT
DISTRICT COURT CAUSE 83-154
LIS PENDENS 3/399
(AS DEPICTED ON THE FINAL PLAT
OF THE WILL GALLER SUBDIVISION)

LEDBETTER OAKS SUBDIVISION
DOC. #2009008418 (O.P.R.)

LOT 6

LOT 7

LOT 5

S74°26'40"E 509.87'

1.060 ACRES

(46,182 SQ. FT. MORE OR LESS)

15" SEWER LINE
EASEMENT
VOL. 894, PGS.
56-59 (D.R.)

P.O.B. N72°19'48"W 431.45'

P.O.C.
L1 F.D. 3/4" I.R.

FINAL PLAT WILL GALLER
SUBDIVISION
CABINET L, SLIDE 326 (P.R.)

OWNER: HAMMOCK
RESTAURANTS, LLC
DOC. #2007032018 (O.P.R.)

REMAINDER OF AN 18.904 ACRE TRACT
VOL. 1996, PGS. 197-214 (O.R.)
DOC. #2002071335 (O.P.R.)

VARIABLE WIDTH
WASTEWATER LINE EASEMENT
DOC. #2011054043 (O.P.R.)

R.M. 620
(R.O.W. VARIES)

**J.M. HARRELL
SURVEY
ABSTRACT NO. 284**

EXHIBIT
OF

LINE TABLE		
LINE	BEARING	LENGTH
L1	S72°31'11"E	58.86'
L2	N57°24'20"W	79.75'
L3	N06°06'40"E	56.98'
L4	N06°06'40"E	82.81'
L5	S07°24'45"W	97.00'
L6	N75°35'57"W	78.87'

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD. STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TDE FIRM REGISTRATION #470 | TPLS FIRM REGISTRATION #10028801



Parker Graham
MAY 26, 2017

A 1.060 ACRE, OR 46,182 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 4, OF THE WILL GALLER SUBDIVISION RECORDED IN CABINET L, SLIDE 326 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO HAMMOCK RESTAURANTS, LLC IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2007032018 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS.

SHEET 1 OF 1

JOB No.: 50867-00

EXHIBIT "B"

Parcel 9

DEED

Brushy Creek Trail 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 BY THESE PRESENTS:

That HAMMOCK RESTAURANTS, L.L.C., a Delaware limited liability company, 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 1.060 acre (46,182 Sq. Ft.) tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 9)

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.

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.

IN WITNESS WHEREOF, this instrument is executed on this the 17 day of January, 2017.

GRANTOR:

HAMMOCK RESTAURANTS, L.L.C.,
a Delaware limited liability company

By: [Signature]

Printed Name: James Hammock

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS

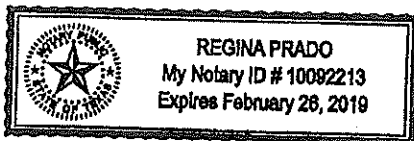
§

COUNTY OF TRAVIS

§

§

This instrument was acknowledged before me on this the 17 day of January, 2017 by _____, in the capacity and for the purposes and consideration recited therein.



[Signature: Regina Prado]
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: