

REAL ESTATE CONTRACT

Hero Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PRELUDE VENTURES, 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 0.288-acre tract of land out of the Elijah D. Harmon survey, abstract no. 6, Williamson county, Texas; being a portion of lot 1 and lot 2, block "a" of liberty heights, a subdivision as recorded in document number 2020092083 of the official public records of Williamson county, Texas; said lot 1 and lot 2 being conveyed to prelude ventures LLC by special warranty deed with vendor's lien recorded in document number 2019005550 of the Official Public Records of Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 318**);

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 shall be the sum of EIGHTY-SIX THOUSAND TWENTY-TWO and 00/100 Dollars (\$86,022.00).

2.01.1 As Additional Compensation Purchaser shall pay the amount of SIX THOUSAND THREE HUNDRED FORTY-NINE and 00/100 Dollars (\$6,349.00) for the acquisition of any improvements on the Property or for the replacement of driveway.

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

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 Texas National Title Company on or before May 15, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, 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.

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

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, 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 but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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.

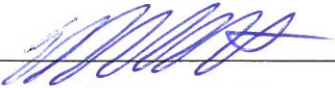
Counterparts

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:

PRELUDE VENTURES, LLC

By: 

Name: MICHAEL E. HAGGARD

Its: MANAGING MEMBER

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel: 318
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 318

METES & BOUNDS DESCRIPTION FOR A 0.288 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 AND LOT 2, BLOCK "A" OF LIBERTY HEIGHTS, A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2020092083 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 AND LOT 2 BEING CONVEYED TO PRELUDE VENTURES LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2019005550 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.288 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described Lot 1, and at the northeast corner of a called 9.1064 acre tract of land as conveyed to Mauck Properties, LLC by General Warranty Deed recorded in Document Number 2019000260 of the Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the south right-of-way line of said Hero Way and the north lines of said Lot 1 and Lot 2, N 68°57'52" E a distance of 369.96 feet to a 3/8-inch iron rod found at the northeast corner of said Lot 2 and the northwest corner of a called 4.95 acre tract of land as conveyed to Jerry Wayne Droptini and Jan Droptini by Warranty Deed with Vendor's Lien recorded in Volume 1919, Page 373 of the Official Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 3/4-inch iron rod found at the northeast corner of said Droptini Tract bears N 68°59'05" E a distance of 239.86 feet;

THENCE, with the east line of said Lot 2 and the west line of said Droptini Tract, S 21°00'17" E a distance of 56.79 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,176.62, E: 3,084,360.57) set for the southeast corner of the herein described tract, 204.21 feet right of FM 2243 baseline station 130+85.56, from which a 1/2-inch iron rod found at the southeast corner of said Lot 1 bears S 21°00'17" E a distance of 698.94 feet;

THENCE, over and across said Lot 2, S 79°56'38" W a distance of 40.17 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 201.00 feet right of FM 2243 baseline station 130+45.51;

THENCE, continuing over and across said Lot 2, S 75°22'22" W a distance of 90.72 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the point of curvature of a curve to the left, 201.01 feet right of FM 2243 baseline station 129+54.79;

THENCE, continuing over and across said Lot 2 and Lot 1, along said curve to the left, an arc distance of 241.41 feet, having a radius of 6,503.00 feet, a central angle of 02°07'37" and a chord which bears S 74°18'34" W a distance of 241.39 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said Lot 1 and the east line of said Mauck Properties, LLC Tract, 205.49 feet right of FM 2243 baseline station 127+13.44, for the southwest corner of the herein described tract;

THENCE, with the west line of said Lot 1 and the east line of said Mauck Properties, LLC Tract, N 21°01'02" W a distance of 16.53 feet to the **POINT OF BEGINNING** and containing 0.288 acre (12,558 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on August 17, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be
recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Date

Client: Williamson County
Date: October 27, 2021
Project Number: 7473-00

LEGEND

- B.
 - B.W.F.
 - CMP
 - DOC.
 - E.C.R.
 - F.H.
 - G.P.
 - M.H.
 - NO.
 - O.P.R.W.C.
 - O.R.W.C.
 - PED.
 - PG.
 - P.O.B.
 - P.P.
 - R.O.W.
 - SAN.
 - S.V.
 - TEL.
 - TRANS.
 - U.C.M.
 - U.T.B.
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- BOLLARD
 - BARBED WIRE FENCE
 - CORRUGATED METAL PIPE
 - DOCUMENT
 - ELECTRIC CONDUIT RISER
 - FIRE HYDRANT
 - GATE POST
 - MANHOLE
 - NUMBER
 - OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 - OFFICIAL RECORDS OF WILLIAMSON COUNTY
 - PEDESTAL
 - PAGE
 - POINT OF BEGINNING
 - POWER POLE
 - RIGHT-OF-WAY
 - SANITARY
 - SPRINKLER VALVE
 - TELEPHONE
 - TRANSFORMER
 - UNDERGROUND CABLE MARKER
 - UNDERGROUND TELEPHONE BOX
 - VOLUME
 - VERTICAL PIPE
 - WATER METER
 - WATER VALVE
 - RECORD INFO FOR VOL. 1919, PG. 373 O.R.W.C.
 - RECORD INFO FOR DOC. NO. 2020092083 O.P.R.W.C.
 - RECORD INFO FOR DOC. NO. 2019000260 O.P.R.W.C.
 - FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
 - CALCULATED POINT
 - WIRE FENCE
 - OVERHEAD TELEPHONE
 - OVERHEAD POWER
 - EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 21°00'17" E	56.79'
L2	S 79°56'38" W	40.17'
L3	S 75°22'22" W	90.72'
L4	N 21°01'02" W	16.53'


RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L4}	[N 21°01'31" W]	
{L4}	{N 18°23'09" W}	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	241.41'	6,503.00'	2°07'37"	S 74°18'34" W	241.39'

**PRELIMINARY
PENDING FINAL
REVIEW**

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.



BCE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-675-0400 • www.bceinc.com
TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 318
0.288 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'
Job No.: 7473-00
Date: 10/27/2021
Page: 4 of 4

Exhibit "B"

Hero Way Parcel 318

DEED
Hero 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **PRELUDE VENTURES, 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 (the "Property"):

All of that certain 0.288-acre tract of land out of the Elijah D. Harmon survey, abstract no. 6, Williamson county, Texas; being a portion of lot 1 and lot 2, block "a" of liberty heights, a subdivision as recorded in document number 2020092083 of the official public records of Williamson county, Texas; said lot 1 and lot 2 being conveyed to prelude ventures LLC by special warranty deed with vendor's lien recorded in document number 2019005550 of the Official Public Records of Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 318**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 and/or the State of 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 Hero Way.

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 by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature pages follow]

