REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made Williamson County, Texas (referred to in this Contract as "Seller") and ECONOMIC DEVELOPMENT SALES TAX CORPORATION OF CEDAR PARK (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 3.583 and particularly described in Exhibit "A" to be attached.

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 on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of ONE MILLION, EIGHT HUNDRED TWENTY THOUSAND DOLLARS (\$1,820,000)

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

- 3.01 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 current actual knowledge:
- (a) 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; and
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE IV CLOSING

Closing Date

4.01. The Closing shall be held at the office of	Title Company on or before
, 2022, or at such time, date, and place as Seller and	
or within 10 days after the completion of any title curative matters if n	
on the Title Commitment or in the contract (which date is herein referre	ed to as the "Closing Date").

Seller's Obligations at Closing

4.02. At the Closing Seller shall:

- (a) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Purchaser in fee simple to all of the Property described in Exhibit "A;
- (b) Deliver possession of the Property, free of tenants, licensees, occupants, or any parties in possession;
- (c) Execute and deliver any additional documents that the Title Company and/or Purchaser may require for the proper consummation of the transaction contemplated herein; and
- (d) Provide reasonable assistance as requested to cause Title Company to 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.

Purchaser's Obligations at Closing

- 4.03. At the Closing, Purchaser shall:
- (a) Pay the cash portion of the Purchase Price; and
- (b) Execute and deliver any additional documents that the Title Company and/or Purchaser may require for the proper consummation of the transaction contemplated herein.

Prorations

4.04. 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

4.05. All costs and expenses of closing in consummating the transaction contemplated herein shall be borne and paid by Purchaser.

ARTICLE V BREACH BY SELLER

5.01 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 VI BREACH BY PURCHASER

6.01 In the event Purchaser should fail to consummate the purchase of the Property, 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 VII MISCELLANEOUS

Notice

7.01. 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

7.02. 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 Bastrop County, Texas.

Parties Bound

7.03. 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

7.04. 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

7.05. 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

7.06. Time is of the essence in this Contract.

Gender

7.07. 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

7.08. Upon request of the other party, Seller and Purchaser shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

7.09. 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

7.10. This Contract shall be effective as of the date it is approved by Seller.

Counterparts

7.11. 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.

As-Is Conveyance

7.12 PURCHASER ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT AND THE DOCUMENTS TO BE DELIVERED AT CLOSING:

SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, CONTRACTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH

PURCHASER MAY CONDUCT THEREON, (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY. INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS." PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY. THE TERMS OF THIS PARAGRAPH WILL BE INCLUDED IN THE DEED AND ANY BILL OF SALE OR ASSIGNMENT DELIVERED AT CLOSING, WILL SURVIVE CLOSING AND WILL SURVIVE ANY TERMINATION OF THIS CONTRACT.

[signature page follows]

SELLER: WILLIAMSON COUNTY, TEXAS By: _ Address: 710 Main Street Bill Gravell, Jr., Georgetown, Texas 78626 Williamson County Judge Date: ATTEST: Nancy Rister, Williamson County Clerk **PURCHASER:** ECONOMIC DEVELOPMENT SALES TAX CORPORATION OF CEDAR PARK 450 Cypress Creek Rd., Bldg. #1 Address: Cedar Park, Texas 78613 Randall Malik,

Board Secretary

EXHIBIT A Property

METES AND BOUNDS DESCRIPTION

FOR A 3.583 ACRE TRACT OF LAND SITUATED IN THE S.J. DOVER SURVEY, ABSTRACT NO. 168, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE REMNANT PORTION OF THE CALLED 2.568 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2008012731 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMNANT PORTION OF THE CALLED 0.863 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016035630 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 180 AND OLD COUNTY ROAD 181. SAID 3.583 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF MARCH 2022 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with cap marked "Chapparal" on the southwest terminus corner of said Old County Road 181, same being on the east right-of-way line of 183-A Toll Road, same being on the northwest corner of Lot 1, Block A, NEC NHR Subdivision, recorded in Document No. 2017018005 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, with said east right-of-way line of 183-A Toll Road, in part with the west terminus line of said Old County Road 181, in part with the west boundary line of said 2.568 acre Williamson County, Texas tract, with a curve to the left, passing at an arc length of 83.06 feet, an iron rod found with cap marked "SAM INC." on the southwest corner of said 2.568 acre Williamson County, Texas tract, same being on the northwest terminus corner of said Old County Road 181, in all a total arc length of 582.30 feet, said curve having a radius of 3064.79 feet, a delta angle of 10°53'10", and a chord which bears N 04°36'58" W for a distance of 581.43 feet to a disc found in concrete marked "Central Texas Regional Mobility Authority R.O.W.", for the end of this curve

THENCE, continuing with the west boundary line of said 2.568 acre Williamson County, Texas tract and said east right-of-way line of 183-A Toll Road, the following two (2) courses and distances:

- 1. N 10°02'21" W for a distance of 354.45 feet to an iron rod found with cap marked "Early", on the beginning of a curve to the left;
- 2. With said curve to the left an arc length of 50.02 feet, said curve having a radius of 5749.59 feet, a delta angle of 0°29'55", and a chord which bears N 10°17'08" W for a distance of 50.02 feet to an iron rod found with cap marked "Early" on the northwest corner of said remnant portion of the called 2.568 acre Williamson County, Texas tract, same being on the southwest corner of the called 0.0868 acre tract of land (Tract 4) conveyed to Cavender Real Estate of Cedar Park, LLC, recorded in Document No. 2017034852 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof;

THENCE, N 68°40'34" E with the common boundary line of said remnant portion of the called 2.568 acre Williamson County, Texas tract and said 0.0868 acre Cavender Real

Estate of Cedar Park, LLC tract, for a distance of **35.06 feet** to an iron rod found with cap marked "Early" on the northeast corner of said remnant portion of the called 2.568 acre Williamson County, Texas tract, same being on the northwest corner of said remnant portion of the called 0.863 acre Williamson County, Texas tract, same being on the southeast corner of said 0.0868 acre Cavender Real Estate of Cedar Park, LLC tract, same being on the southwest corner of the called 0.1043 acre tract of land (Tract 2) conveyed to Cavender Real Estate of Cedar Park, LLC, recorded in said Document No. 2017034852, same being on a point in the west right-of-way line of County Road 180, for an angle point hereof;

THENCE, **N** 68°11'20" **E** with the north boundary line of said remnant portion of the called 0.863 acre Williamson County, Texas tract, same being through the interior of said County Road 180, in part with the south boundary line of said 0.1043 acre Cavender Real Estate of Cedar Park, LLC tract, in part with the south boundary line of the called 0.1621 acre tract of land (Tract 3) conveyed to Cavender Real Estate of Cedar Park, LLC, recorded in said Document No. 2017034852, for a distance of **30.44 feet** to a 1/2" iron rod found on the northeast corner of said remnant portion of the called 0.863 acre Williamson County, Texas tract, same being on the southeast corner of said 0.1621 acre Cavender Real Estate of Cedar Park, LLC tract, same being on the southwest corner of Lot 3, Block A, of Hurst – Findeisen Subdivision, recorded in Document No. 2015000240 of the Official Public Records of Williamson County, Texas, same being on the northwest corner of the called 4.50 acre tract of land conveyed to Wayne A. Hurst and wife, Jill A. Hurst, recorded in Document No. 2014011120 of the Official Public Records of Williamson County, Texas, same being on a point in the east right-of-way line of County Road 180, for the northeast corner hereof;

THENCE, **S 20°31'18"** E with the east boundary line of said 0.863 acre Williamson County, Texas tract, same being with the west boundary line of said 4.50 acre Hurst tract, same being with said east right-of-way line of County Road 180, for a distance of **531.76 feet** to a 1/2" iron rod found on the southwest corner of said 4.50 acre Hurst tract, same being on the most westerly northwest corner of the called 76.415 acre tract of land (Tract One) conveyed to Autumn 2007 Commercial, LP, recorded in Document No. 2008000337, said 76.415 acre tract of land being comprised of a called 8.09 acre tract of land and a called 68.325 acre tract of land, both tracts described by metes and bounds in Document No. 2006067662 of the Official Public Records of Williamson County, Texas, same being on the most westerly northwest corner of said 8.09 acre tract of land, for an angle point hereof;

THENCE, **S 19°54'35" E** continuing with said east boundary line of said 0.863 acre Williamson County, Texas tract, same being with said east right-of-way line of County Road 180, same being with the west boundary line of said 76.415 acre Autumn 2007 Commercial, LP tract, in part with the west boundary line of said 8.09 acre tract, in part with the west boundary line of said 68.325 acre tract, for a distance of **345.42 feet** an iron rod found with cap marked "Wallace" on the southeast corner of said 0.863 acre Williamson County, Texas tract, same being on a point in said west boundary line of the 76.415 acre Autumn 2007 Commercial, LP tract, same being on a point in the west boundary line of said 68.325 acre tract, for an angle point hereof, from which a 1/2" iron rod found on the southwest corner of said 0.863 acre Williamson County. Texas tract.

same being on the southeast corner of said 2.568 acre Williamson County, Texas tract, same being on the intersection of the west right-of-way line of County Road 180 and the north right-of-way line of said Old County Road 181, bears S 68°47'23" W for a distance of 27.23 feet;

THENCE, **S 19°15'18"** E continuing with said east right-of-way line of County Road 180 and said west boundary line of the 76.415 acre Autumn 2007 Commercial, LP tract, same being with said west boundary line of the 68.325 acre tract, for a distance of **78.17 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the southeast corner hereof, from which a 1/2" iron rod found on an angle point in said east right-of-way line of County Road 180, same being on the northwest corner of a 15' wide Right-of-Way Dedication, as shown on Hockey Arena Subdivision, recorded in Document No. 2014086710 of the Official Public Records of Williamson County, Texas, bears S 19°15'18" E for a distance of 364.69 feet:

THENCE, **S** 68°55'47" **W** in part through the interior of said right-of-way of County Road 180, in part with the south right-of-way line of said Old County Road 181, in part with the north boundary line of aforementioned Lot 1, Block A, NEC NHR Subdivision, for a distance of **292.80 feet** to the **POINT OF BEGINNING** hereof and containing 3.583 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

◆ DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628 (512) 931-3100

T.B.P.E.L.S. FIRM NUMBER 10006900

March 10, 2022

SHANE SHAFER, R.P.L.S. NO. 5281

DATE

Z:\COCP\CR 180 AT US 183A 2021-140\03-10-2022 CR180 AT US183A 3.583 ACRE SLS M&B.doc

