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REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by **STAGECOACH STOP, LTD., a Texas limited partnership** (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 three (3) tracts of land consisting of a total of approximately 10.999 acres and described as follows:

TRACT I:

All of that certain 1.557 acre tract (67,837 square feet) of land situated in the Wayman F. Wells survey, abstract no. 648, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. in a warranty deed with vendor's lien recorded in Document No. 2000010172 of the Official Public Records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "A", attached hereto.

TRACT II:

All of that certain 3.235 acre tract (140,898 square feet) of land situated in the John H. Williams survey, abstract no. 669, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. In warranty deed with vendor's lien recorded in Document No. 2000010172 of the Official Public Records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "B", attached hereto.

TRACT III:

All of that certain 6.207 acre tract (270,377 square feet) of land situated in the Wayman F. Wells survey, abstract no. 648, and in the John H. Williams survey, abstract No. 669, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. In warranty deed with vendor's lien recorded in Document No. 2000010172 of the Official Public Records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "C", attached hereto.

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 shown in Exhibit "A", Exhibit "B", and Exhibit "C" 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 interests described in Exhibits "A", "B", and "C", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of ONE MILLION FOUR HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED FIFTY and 00/100 Dollars (\$1,437,350.00) (the "Purchase Price").

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds 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.

3.03. Purchaser acknowledges that the Closing and approval of this sale shall be subject to authorization from the Travis County Probate Court. If the Travis County Probate Court fails to approve the sale to Purchaser and this failure prohibits the Closing from occurring, then this Contract shall terminate and the parties shall be released from all obligations herein, except to the extent an obligation herein is intended to survive closing or termination of this Contract. So long as the Probate Court approves the sale of the Property at or before Closing, Purchaser waives its right to object to the probate proceeding as a defect or encumbrance on title to the Property.

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.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of First American Title Company on or before October 31, 2024, 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, including obtaining the Travis County Probate Court's approval of sale, 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 Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A", "B", and "C", free and clear of any and all monetary 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 set out in Exhibit "D" attached hereto.

(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, subject to the terms of the Leaseback Agreement.

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 and as otherwise stated herein, 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. Intentionally Omitted

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.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future US 183 Extension Project (Corridor F) on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

AS-IS SALE

8.13. PURCHASER ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO CLOSING.

ACCORDINGLY, SELLER AND PURCHASER AGREE THAT THE PROPERTY WILL BE SOLD "AS IS-WHERE IS" AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE DEED TO BE EXECUTED AND DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION OR WARRANTY BY SELLER OF ANY KIND, EXPRESS OR IMPLIED, AND SELLER HEREBY DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

[signature page follows]

SELLER:

STAGECOACH STOP, LTD.
a Texas limited partnership

By:  _____
E113EC10817446E...

Address: _____
5508 W Hwy 290, Ste 225

Name: _____
John Crane

_____ Austin, TX 78735

Title: _____
Interim Manager

Date: _____
9/24/2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

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

Date: _____

Exhibit "A"

METES AND BOUNDS DESCRIPTION

FOR

A 1.557 ACRE, OR 67,837 SQUARE FOOT, TRACT OF LAND SITUATED IN THE WAYMAN F. WELLS SURVEY, ABSTRACT NO. 648, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALL 120.015 ACRE TRACT, DESCRIBED IN CONVEYANCE TO STAGECOACH STOP, LTD, IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2000010172, (RE-RECORDED IN DOCUMENT NO. 2001002444) OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.557 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00:

BEGINNING at a ½ inch iron rod found on a point in the south right-of-way line of Martindale Avenue, a variable width right-of-way, in Ancient Oaks, Section One, a subdivision according to the plat recorded in Cabinet T, Slide 173 of the Plat Records of Williamson County, Texas, said point being in the west boundary line of Lot 1, Block A of said Ancient Oaks, same being the east boundary line of the remnant portion of said 120.015 acre tract, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE S 1°48'43" E, departing the south right-of-way line of said Martindale Avenue, along the west boundary line of said Lot 1, Block A, a distance of **281.52 feet**, to a ½" an iron rod found in the north boundary line of a called 139.406 acre tract, recorded in Document No. 2023086366 of said Official Public Records, same being the southwest corner of said Lot 1 Block A, also being the southeast corner of the Remnant Portion of said 120.015 acre tract, for the southeast corner hereof;

THENCE, along the north boundary line of said 139.406 acre tract, same being a south boundary line of the Remnant Portion of said 120.015 acre tract, for the south boundary line hereof, the following two (2) courses and distances:

1. **S 82°58'17" W**, a distance of **39.12 feet**, to an iron rod with plastic cap marked " BGE INC" found for an angle point hereof, and
2. **S 88°04'23" W**, a distance of **211.15 feet**, to an iron rod with plastic cap marked " BGE INC" found on a point of non-tangent curvature in the east right-of-way line of the U.S. Highway 183, for the southwest corner hereof;

THENCE, departing the north boundary line of said 139.406 acre tract, along the east right-of-way line of said U.S. Highway 183, same being a west boundary line of the remnant portion of said 120.015 acre tract, for the west boundary line hereof, the following two (2) courses and distances:

1. along the arc of a curve to the left, having a **radius** of **5779.65 feet**, a **central angle** of **1°52'03"**, a **chord bearing** and **distance** of **N 00°49'20" W, 188.38 feet**, an **arc length** of **188.38 feet**, to a ½" iron rod with plastic cap marked "GEONET OF TEXAS" set on a point of non-tangency hereof, and
2. **N 01°52'45" W**, a distance of **57.12 feet**, to a ½" iron rod with plastic cap marked "GEONET OF TEXAS" set on a point of non-tangent curvature in the south right-of-way line of said Martindale Avenue, for the northwest corner hereof;

THENCE, departing the east right-of-way line of said U.S. Highway 183, along the south right-of-way line of said Martindale Avenue, same being a north boundary line of the remnant portion of said 120.015 acre tract, for the north boundary line hereof, the following three (3) courses and distances:

1. along the arc of a curve to the right, having a **radius** of **25.00 feet**, a **central angle** of **89°59'35"**, a **chord bearing** and **distance** of **N 43°07'03" E, 35.35 feet**, an **arc length** of **39.27 feet**, to a ½" iron rod with plastic cap marked "GEONET OF TEXAS" set on a point of non-tangency hereof,
2. **N 88°06'50" E**, a distance of **74.94 feet**, to a ½" iron rod with plastic cap marked "GEONET OF TEXAS" set for an angle point hereof, and
3. **N 82°23'57" E**, a distance of **147.77 feet**, to the **POINT OF BEGINNING**, and containing 1.557 acres in Williamson County, Texas, said tract being described in accordance with a survey made on the ground and a survey map prepared by Geonet of Texas, LLC, under the supervision of Josue B. Miranda Ortiz, Registered Professional Land Surveyor, License No. 6637, State of Texas, Job No. 10266-22, on November 4, 2022. (revised November 21, 2023)

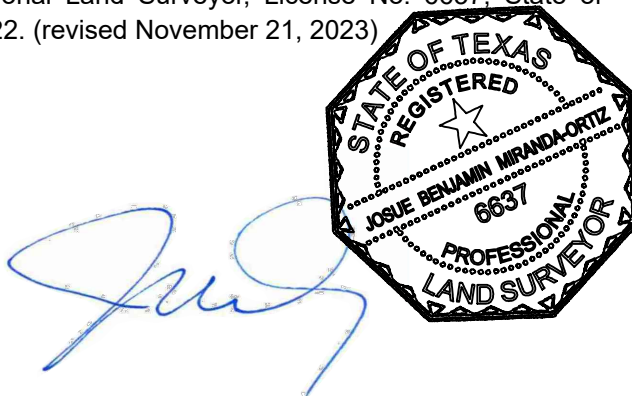


Exhibit "B"

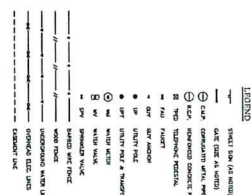
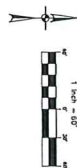
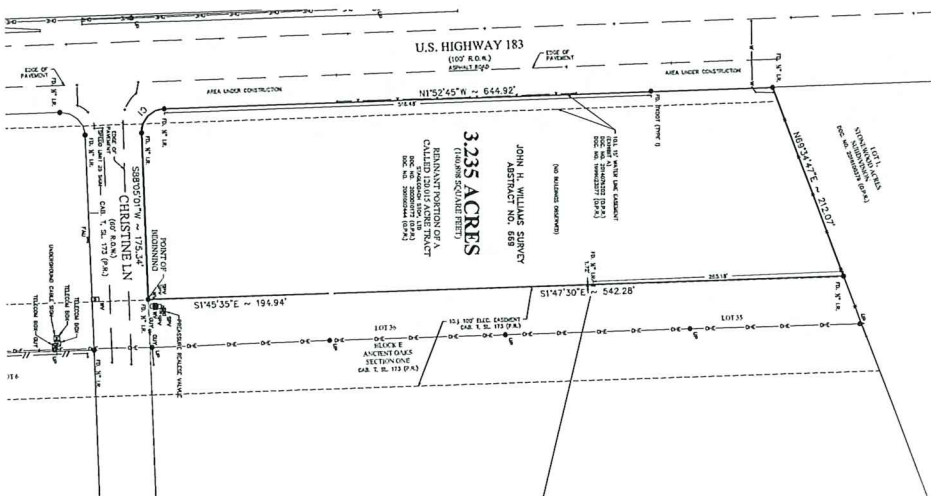
A 3,215 SQ. FT. ON 16,448 SQ. FT. LOT, TRACT OF LAND SITUATED IN THE JOHN H. WILLIAMS SUBDIVISION, ABSTRACT NO. 448, IN WILLIAMSBURG TOWNSHIP, TOWN OF WASHINGTON, COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA, TRACT, PART OF THE SEVENTH PART OF A C&D TRACT, LIES AND IS CONVEYED TO STRATHMORE SLOPE L.L.C. IN WASHINGTON CITY WITH VENDOR'S LION RECORDING NO. 2005009772 (P&C-RECORDED IN RECORDSHEET NO. 2007007444), OR THE OFFICIAL PUBLIC RECORDS OF WASHINGTON COUNTY, IDEAL.

[illegible]

This survey was prepared in conjunction with, but not under the supervision of, the TGA. Comments received should be sent to the TGA, 1000 Pennsylvania Avenue, N.W., Washington, D.C. 20540. Comments received by the TGA will be made available to the public.

[illegible]

CURVE NO.	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C3	23.00'	086°46'32"	N48°E 46°W	34.38'	38.74'



VICINITY MAP
SCALE: 1"=2000'

[illegible]

the 1980s, the 1990s, and the 2000s. The 1980s were characterized by a focus on the environment, the 1990s by a focus on the economy, and the 2000s by a focus on the war in Iraq. The 1980s were also characterized by a focus on the environment, the 1990s by a focus on the economy, and the 2000s by a focus on the war in Iraq. The 1980s were also characterized by a focus on the environment, the 1990s by a focus on the economy, and the 2000s by a focus on the war in Iraq.



JOSE B. MIRANDA ORTEGUEZ, P.E., NO. 8637
STATE OF TEXAS
ENGINEER OF TEXAS, LLC
TYPICAL PUMP RECONSTRUCTION NO. 1019-4782
www.mirandapumps.com

Client/Project
STAGECOACH STOP, LTD
5000 U.S. HIGHWAY 183
LIBERTY HILL, TX 78642

Title
LAND TITLE SURVEY

Project Number: 10266-22			
File Name: B-10266-22-23SAC(1).dwg			
AWO	AWO	AWO	22/11/22
Dim	Chan	Dim	14 Dec 2022
Dwowing No. 10266-22			
Revision		Sheet	
1		1 of 1	

Geonet
GEONET OF TEXAS, LLC
TBIELS FIRM REGISTRATION NO. 10194782
1308 NICKOTA BEND
GEORGETOWN, TX, 78626

JOB NO. 10066-22
REQUESTED BY: CENTRIC COMMERCIAL

Exhibit "C"

DEED

Corridor F (US 183 Extension) 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 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 **STAGECOACH STOP LTD**, 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 1.557- acre tract (67,837 square feet) of land situated in the Wayman F. Wells survey, abstract no. 648, Williamson County, Texas and being out of the remnant portion of a call 120.015-acre tract, described in conveyance to Stagecoach Stop, Ltd. In warranty deed with vendor's lien recorded in document no. 2000010172 of the official public records of Williamson County, Texas, as described in the metes and bounds shown as Exhibit "A", attached hereto.

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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, water 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 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 any roadway facilities and related appurtenances upon the Property.

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 ____ day of _____, 2024.

[signature page follows]

GRANTOR:

STAGECOACH STOP LTD.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____ in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
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: