

REAL ESTATE CONTRACT
SH 29 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by 4400 WEST LLC, a Texas limited liability company (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, 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 2.925 acre tract of land, more or less, and as further generally depicted on Exhibit "A" attached hereto and incorporated herein. Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall create a metes and bounds description of this area to be attached to the executed deed document for recording in the real property records of Williamson County, Texas.

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", 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 \$3.25 multiplied by the total number of square feet of property to be acquired. The total area of property to be acquired shall be determined by the final metes and bounds survey to be completed as directed herein.

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the closing.

Additional Terms and Consideration

2.04. In addition to the Purchase Price stated above, the parties agree that the following provisions and terms are consideration for the sale and purchase (the "Continuing Obligations"):

- a. Any existing culverts on the Property to be replaced at Seller's new property lines and road crossings by Purchaser at Purchaser's cost when SH 29 road widening improvements are constructed.
- b. The parties acknowledge that there is an existing preliminary plat of the Property, which has been subsequently amended and said amended plat and supporting construction plans are depicted in and attached hereto as Exhibit "B." Seller will retain the right to the number and location of the proposed access point shown in Exhibit "B" and any existing access points now approved by TxDot or other governmental entity having jurisdiction over driveway permitting and/or subdivision platting and approval for the Property or remaining property. At the time of SH 29 widening project any existing roadway access points and roadway connections shown on Exhibit "B" are to be replaced by Purchaser with equivalent access and roads to new property line of Seller as part of the SH 29 widening project. Culverts and concrete aprons shall be constructed at each currently existing and proposed Exhibit "B" access location by Purchaser in a width and capacity at least the same as existing at such time as widening takes place.
- c. Prior to or in connection with the construction of SH 29 widening project improvements, Purchaser or its successors or assigns will cause at its cost the restoration of connections to all utilities in the same manner as the property will be served at such time (including water, wastewater, electric, telephone, cable, gas), and provide the replacement of all necessary easements which will be existing and in place upon the Property or shown on the proposed Exhibit "B". Any new placement or construction of utilities which is not to be done pursuant to existing easement rights on the Property to be acquired must be reviewed and approved by Purchaser or its designated agent or assigns prior to any such construction or installation. In the event that the preliminary plat referenced in Exhibit "B" has not been through Final Platting and recordation prior to the purchase of Sellers property Purchaser agrees to cooperate with Seller in the permitting and approval of said easements.
- d. Simultaneously with the closing of this transaction Purchaser shall grant Seller a license for the placement of certain signage on the Property. The form of the license shall be as shown in Exhibit "C" attached hereto and incorporated herein.

All of the foregoing Continuing Obligations shall survive the closing of this Contract and transaction.

**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 knowledge:

- (1) 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;
- (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 Texas American Title Company on or before December 31, 2009, 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 Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A" or as otherwise described herein, 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 Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest 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 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 and additional compensation, if any.

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 ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

ARTICLE VII 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 shall be forthwith returned by the title company to Purchaser.

**ARTICLE VIII
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 may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit be forthwith returned by the title company to the Seller.

**ARTICLE IX
MISCELLANEOUS
Notice**

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 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

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

9.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

SELLER:

4400 West LLC,
a Texas limited liability company

By: _____

Address: P.O. Box 548

Its: _____

Georgetown, Texas 78627

Date: _____

PURCHASER:

County of Williamson, Texas

By:  _____

Dan A. Gattis, County Judge

Date: _____

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

Preliminary Sketch of R.O.W. Parcels State Highway No. 29



Scale 1" = 200'

SUBDIVISION LINES ARE FOR
GRAPHIC PURPOSES ONLY

Legend

- ⊙ 1/2" Iron Rod Found
- 1/2" Capped Iron Rod Set "Walker"
- X cut in Concrete Found
- ✱ Cotton Spindle Found
- Concrete Monument Found
- ▲ Calculated Point



Estancia Section Two
Cab. 'E-E' Slide 377

Lot 1

Lot 2

Fence
House

18.75 acres
Doc No.
2007094693

L=677.16'
R=10850.00'
Δ=03°34'33"
C LEN=677.05'
BRG=S 85°03'11" E

S 86°50'30" E
24.79'

N 11°05'07" W
195.61'

127407.6 SQ. FT.
2.925 ACRES

S 16°23'13" W
205.37'

S 86°50'30" E
311.83'

67513.8 SQ. FT.
1.545 ACRES

S 86°50'30" E
313.52'

63574.4 SQ. FT.
1.458 ACRES

S 02°52'13" W
200.91'

S 86°58'39" E
320.00'

Proposed R.O.W. Line

Existing R.O.W. Line

EXHIBIT 'A'

L=405.49'
R=5679.58'
Δ=04°05'26"
C LEN=405.40'
BRG=N 82°50'28" W

L=29.10'
R=5818.41'
Δ=00°17'12"
C LEN=29.10'
BRG=S 84°11'15" E



WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78613-0324
Phone (512)-258-3361

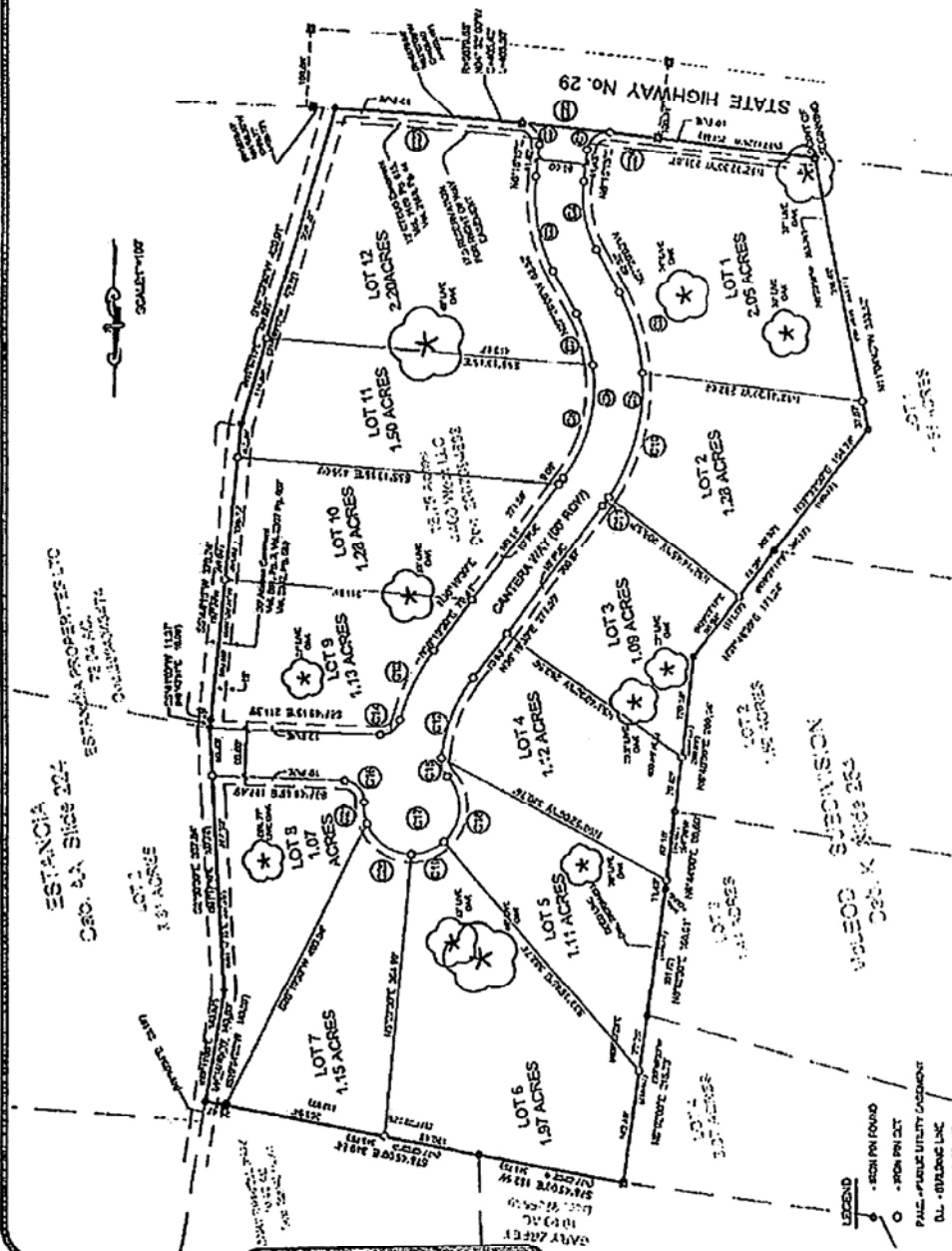
***This sketch is for Preliminary Use Only, Not for Recordation**

[illegible]

FINAL PLAT
4400 WEST LLC
SUBDIVISION

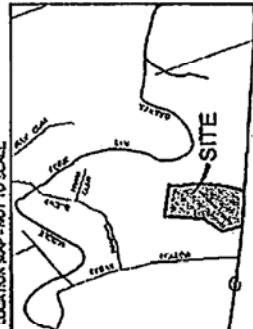
A 16.75 Acre Subdivision situated in the Isaac Doragan Survey Abstract No.178 Williams County, Texas

STEGER BIZZELL

[illegible]

Curve #	Radius	Temp (°C)	AT (°C)	Expt (s)	Expt Day
C15	30.00	13.82	25.08	34.08	10/11/12W
C16	23.00	22.57	40.07	34.48	10/11/12W
C17	60.00	13.00	23.01	30.17	10/11/12W
C18	60.00	13.00	23.01	34.09	10/11/12W
C19	60.00	22.57	40.07	43.17	10/11/12W
C20	60.00	22.57	40.07	73.09	10/11/12W
C21	10.00	14.17	27.07	27.41	20/02/13
C22	30.00	11.72	20.49	24.88	20/02/13
C23	11.00	11.00	11.00	19.09	20/02/13
C24	30.00	22.57	40.07	40.56	20/02/13
C25	30.00	22.57	40.07	55.09	20/02/13

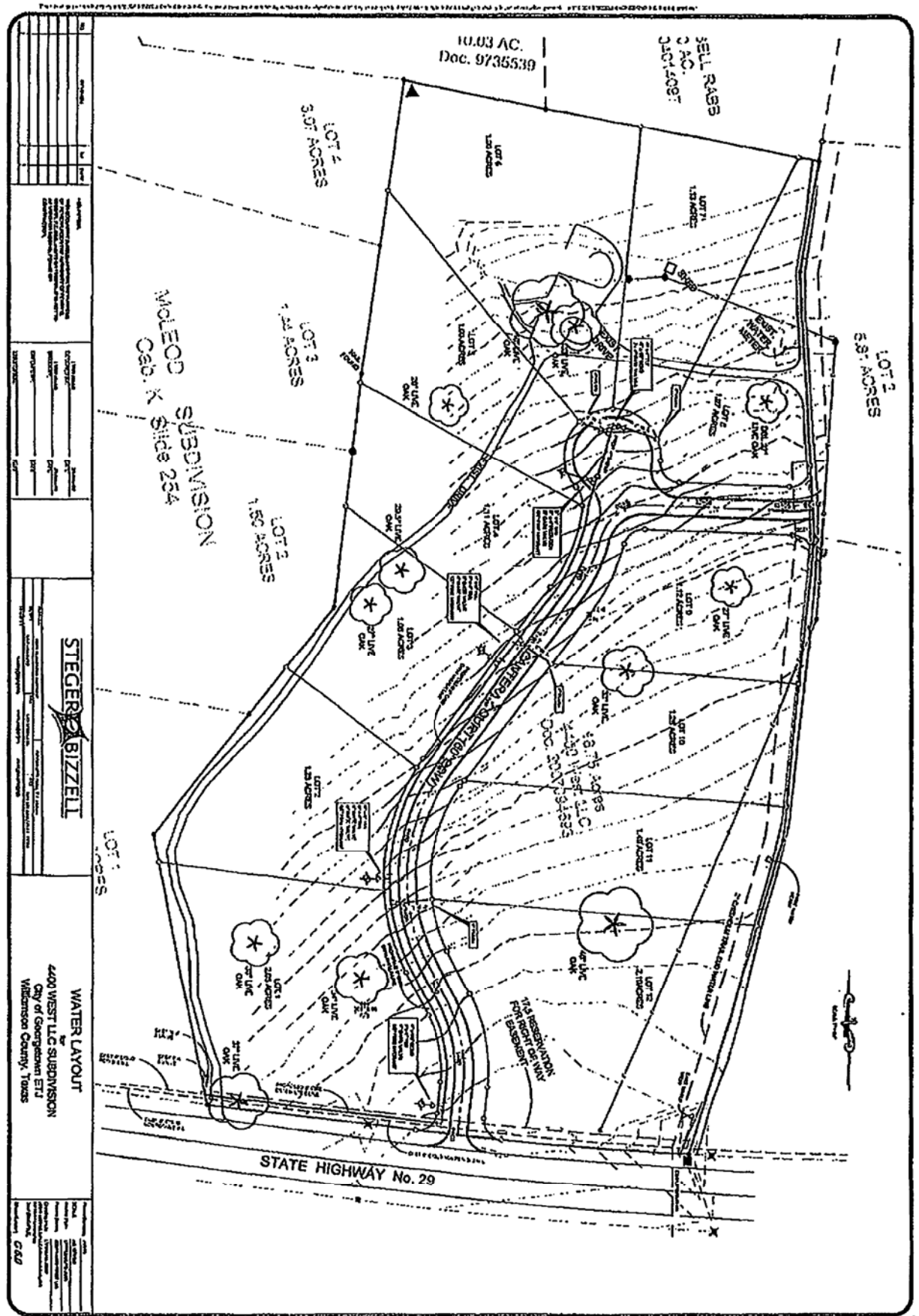
Proposed Curve Data					
Curve	Radius	Tangent	At 1/2 Chd	Chd 1/4 Chd	Chd End
C1	25.67	55.35	25.67	25.67	N57°34'57"E
C2	25.67	55.35	25.67	25.67	N57°34'57"E
C3	25.67	55.35	25.67	25.67	N57°34'57"E
C4	133.60	42.57	67.87	112.22	N49°22'00"W
C5	200.00	34.87	100.00	200.00	N49°22'00"W
C6	200.00	34.87	100.00	200.00	N49°22'00"W
C7	200.00	34.87	100.00	200.00	N49°22'00"W
C8	200.00	34.87	100.00	200.00	N49°22'00"W
C9	200.00	34.87	100.00	200.00	N49°22'00"W
C10	200.00	34.87	100.00	200.00	N49°22'00"W
C11	200.00	7.92	14.04	14.04	N43°46'00"E
C12	200.00	37.72	112.27	106.67	N27°00'00"E
C13	250.00	61.89	125.00	106.67	N25°45'00"E
C14	25.67	55.35	25.67	25.67	N57°34'57"E



EXHIBIT

Page 1 of 2

10.03 AC. Doc. 9735539





LICENSE AGREEMENT

This License Agreement (hereinafter, "Agreement") is made this _____ day of _____, 2009, by and between the WILLIAMSON COUNTY, TEXAS, (hereinafter "Licensor"), a Texas home rule municipality, and 4400 WEST LLC, a Texas limited liability company, (hereinafter, "Licensee", whether one or more).

WHEREAS, Licensor is the owner of the real property (hereinafter, "Property"), which is the public right-of-way as depicted in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Licensee desires to exercise certain rights and privileges upon public right-of-way Property; and

WHEREAS, Licensor desires to grant Licensee certain rights and privileges upon public right-of-way Property; and

NOW, THEREFORE, it is agreed as follows:

License

1. Licensee shall have the right to install, construct, operate, maintain, upgrade, and repair landscaping and irrigation systems in, over and upon public right of way Property, as described in Exhibit "A", and to install monument, directional or sales information signage upon the Property.

It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind in the public rights-of-way located within the Property by virtue of this license.

The type, size and location of any signage must be reviewed and approved by the Williamson County Engineer or his designated agent, which consent shall not be unreasonably withheld, and must otherwise comply with any rules or regulations, or ordinances governing signage which exist at the time that the signage is proposed to be erected. It is further understood that before the installation of any current or subsequent landscaping, irrigation systems and sign, Licensee shall present a detailed construction and/or landscaping plan to the Williamson County Engineer or other designated official having jurisdiction of the Property for review and approval.

It is further understood that Licensor has no duty to maintain, operate, replace, upgrade, or repair any improvement in or upon the Property, including the payment of any fees of any kind associated with any improvements.

Consideration

2. In consideration for this license, Licensee shall pay Licensors \$10.00 and other valuable consideration paid by Licensee to Licensors.

Nonassignable

3. This license granted in this Agreement is personal to Licensee or any property owners association created to maintain Licensee's Improvements. This Agreement is not assignable for the purpose of off-premise advertising or signage. Any such assignment of this Agreement will automatically terminate the license. Notwithstanding the foregoing, Licensee shall be permitted to assign Licensee's license under this Agreement to any assignee acquiring all or a portion of Licensee's property adjacent to the Property provided such assignee assumes Licensee's obligations and rights granted under this Agreement, and Licensee shall be released from any and all obligations hereunder accruing after such assignment.

Terminable at Will

4. This Agreement is terminable by either party at will by the giving of 60 days actual notice to the other party. Upon termination, if Licensee does not remove and improvements prior to the termination date any improvements to Property will become the property of Licensors and it is agreed that Licensors will not need to reimburse Licensee for any costs expended for said improvements.

Indemnity

5. Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licensors, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Licensee's exercise of the license under this Agreement.

Release

6. Licensee assumes full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licensors, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with Licensee's exercise of the license under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

Venue

7. This Agreement shall be construed under and according with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Notice

8. Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

CITY: Williamson County, Texas
ATTN: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

COMPANY: 4400 West LLC,
a Texas limited liability company
Attn: _____

IN WITNESS WHEREOF, this AGREEMENT is executed on the dates indicated.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge
Date Signed: _____

4400 WEST LLC, a Texas limited liability company

By: _____
Printed Name: _____
Its: _____
Date Signed: _____

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Dan A. Gattis, Williamson County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2009.

NOTARY PUBLIC in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF _____)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared _____, _____ of 4400 WEST LLC, a Texas limited liability company, on behalf of said business, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2009.

NOTARY PUBLIC in and for the
State of Texas

After Recording, Please Return To:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664