

REAL ESTATE CONTRACT
Smyers Lane/RM620 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between KING OF KINGS LUTHERAN CHURCH OF ROUND ROCK, TEXAS, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (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 0.118 acre tract of land, more or less, out of the Jacob M. Harrell Survey, Abstract No. 284, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

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 herein, 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 and any improvements thereon, shall be the sum of TWENTY NINE THOUSAND NINE HUNDRED FIFTEEN and 00/100 Dollars (\$29,915.00).

Payment of Purchase Price

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

Special Provisions

2.03. As an obligation which shall survive the Closing of this transaction, the parties agree that no advertising, marketing, or other signs of any kind, other than necessary traffic control signs related to any roadway improvements constructed upon the Property, will be allowed on the Property without the written consent and agreement of Seller. This restriction shall be contained within the deed granting the Property to Purchaser.

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 31st, 2011, 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 Williamson County, Texas a duly executed and acknowledged Special Warranty Deed conveying good and marketable title in fee simple to all of the Property 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.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) 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 Grantee's fee simple title 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

- (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.

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
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 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 \$1,000 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 Commissioner's Court, which date is indicated beneath the 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 may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

KING OF KINGS LUTHERAN CHURCH
OF ROUND ROCK, TEXAS

By: 

Its: Randy Erben, Chairman

Date: 1/3/2012

Address: 17000 Smyer Lane
Round Rock, TX 78681



Jeanne L. Boone, Secretary

Jan. 3, 2012

PURCHASER:

COUNTY OF WILLIAMSON

By: 

Dan A. Gattis, County Judge

Date: 1-20-2012

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

EXHIBIT "A"

County: Williamson
Parcel No. Lot 2, Block A, King of Kings Addition
Highway: R.M. 620 at Smyers Lane
Limits: West side R.M. 620 at Smyers Lane

CSJ:

DESCRIPTION FOR KING OF KINGS LUTHERAN CHURCH TRACT

DESCRIPTION OF A 0.118-ACRE TRACT OF LAND, SITUATED IN THE JACOB M. HARRELL SURVEY, ABSTRACT NO. 284, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK A, KING OF KINGS ADDITION, A SUBDIVISION RECORDED IN CABINET N, SLIDES 53 - 55, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.118-ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING PARCEL PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the most southerly corner of said Lot 2, King of Kings Addition. same being on the most easterly corner of Lot 1, Block A, Final Plat of HEB/620 Subdivision No. 2 (A Replat), recorded in Cabinet P, Slides 238 - 239, Plat Records of Williamson County, Texas, same being on a point in the curving westerly right-of-way line of R.M. 620 (right-of-way width varies), same being on a point in the curving westerly boundary line of a called 10.94-acre tract of land conveyed to the State of Texas as recorded in Volume 337, Page 291, Deed Records of Williamson County, Texas, monumenting the most southerly corner and **POINT OF BEGINNING** hereof;

THENCE departing said westerly right-of-way line of R.M. 620 and said westerly boundary line of said 10.94-acre State of Texas tract, with the common boundary line of said Lot 2, King of Kings Addition and said Lot 1, Final Plat of HEB/620 Subdivision No. 2, **N19°37'57"W** for a distance of **150.36 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the northwest corner hereof, and from which a 1/2" iron rod found on the northwest corner of said Lot 2, King of Kings Addition, same being the southwest corner of Lot 1, Block A, of said King of Kings Addition, bears **N19°37'57"W** for a distance of 128.82 feet;

THENCE through the interior of said Lot 2, King of Kings Addition, **N55°39'00"E** for a distance of **69.23 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", on a point in the easterly boundary line of said Lot 2, King of Kings Addition, same being on a point in aforementioned westerly boundary line of the 10.94-acre State of Texas tract, same being on a point in said westerly right-of-way line R.M. 620, monumenting the northeast corner hereof, and from which a 1/2" iron rod found on the northeast corner of said Lot 2, King of Kings Addition, same being on the southeast corner of said Lot 1, King of Kings Addition, bears **N1°43'30"E** for a distance of 106.54 feet;

THENCE with the easterly boundary line of said Lot 2, King of Kings Addition, same being with said westerly boundary line of the 10.94-acre State of Texas tract, same being with said westerly right-of-way line of R.M. 620 the following two (2) courses and distances:

1. S1°43'30"W for a distance of 132.46 feet to a calculated unmonumented boundary point on the beginning of a curve to the right, from which a concrete highway monument found out of place, bears N88°32'27"E for a distance of 0.42 feet;
2. with the arc of said curve to the right having a delta angle of 3°03'42", an arc length of 48.36 feet, a radius of 904.93 feet, and a chord which bears S3°08'42"W for a distance of 48.35 feet to POINT OF BEGINNING hereof, and containing 0.118 acre of land more or less.

All bearings shown hereon are grid bearings based on Texas State Plane System, NAD-83(1993), Central Zone. All distances are surface distances based on a combined surface adjustment factor of 1.00011.

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

That I, Shane Shafer, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Georgetown, Williamson County, Texas, this the 17th day of November, 2011 A.D.



◇ DIAMOND SURVEYING, INC.

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

A handwritten signature in cursive script that reads "Shane Shafer". The signature is written in black ink and is positioned above a horizontal line.

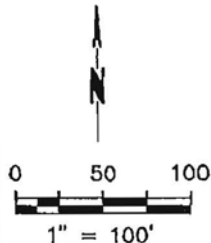
Shane Shafer
Registered Professional Land Surveyor
No. 5281 - State of Texas

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/17/11
PAGE 3 OF 4

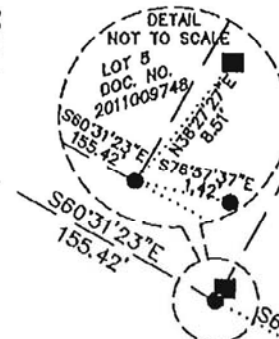
NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	3°03'42"	48.36'	904.93'	S3°08'42"W	48.35'



FINAL PLAT
WYOMING SPRINGS
AT 620 SUBDIVISION
DOC. NO. 2011009748
LOT 5
BLOCK "A"

KING OF KINGS
ADDITION
CAB. N,
SL. 53-55
LOT 1
BLOCK "A"

SMYERS LANE
(OLD R.M. 620)
100' R.O.W.



R.M. 620
120' R.O.W.
VOL. 717, PG. 534

STATE OF TEXAS
11.000 ACRES
PART 1
VOL. 717, PG. 534

R.M. 620
R.O.W (VARIES)
VOL. 717, PG. 534

GER LAND PARTNERSHIP, LTD.
DOC. NO. 2008026760

SEE DETAIL
PG. 5 OF 5

FINAL PLAT OF
HEB/620
SUBDIVISION NO. 2
(A REPLAT)
CAB. P, SL. 238-239
LOT 1
BLOCK "A"

POINT OF
BEGINNING
0.118 ACRE
TRACT

CONCRETE
DRAINAGE
STRUCTURE

CONCRETE
STRUCTURE
UTILITY
VAULT

3' H X 4.7' W
CORRUGATED
METAL
PIPE



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

PARCEL PLAT SHOWING PROPERTY OF
KING OF KINGS
LUTHERAN CHURCH

SCALE	CSJ #	PROJECT
1" = 100'		RM 620 AT SMYERS LANE

KING OF KINGS ADDITION
LOT 2, BLOCK "A"

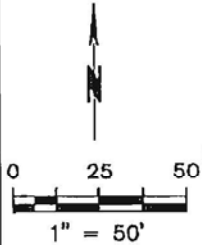
PARCEL NO.	ACQUISITION AREA (ACRES)	DEED ACREAGE	REMAINDER AREA
	0.118	0.342	0.224

EXHIBIT "A"

11/17/11
PAGE 4 OF 4

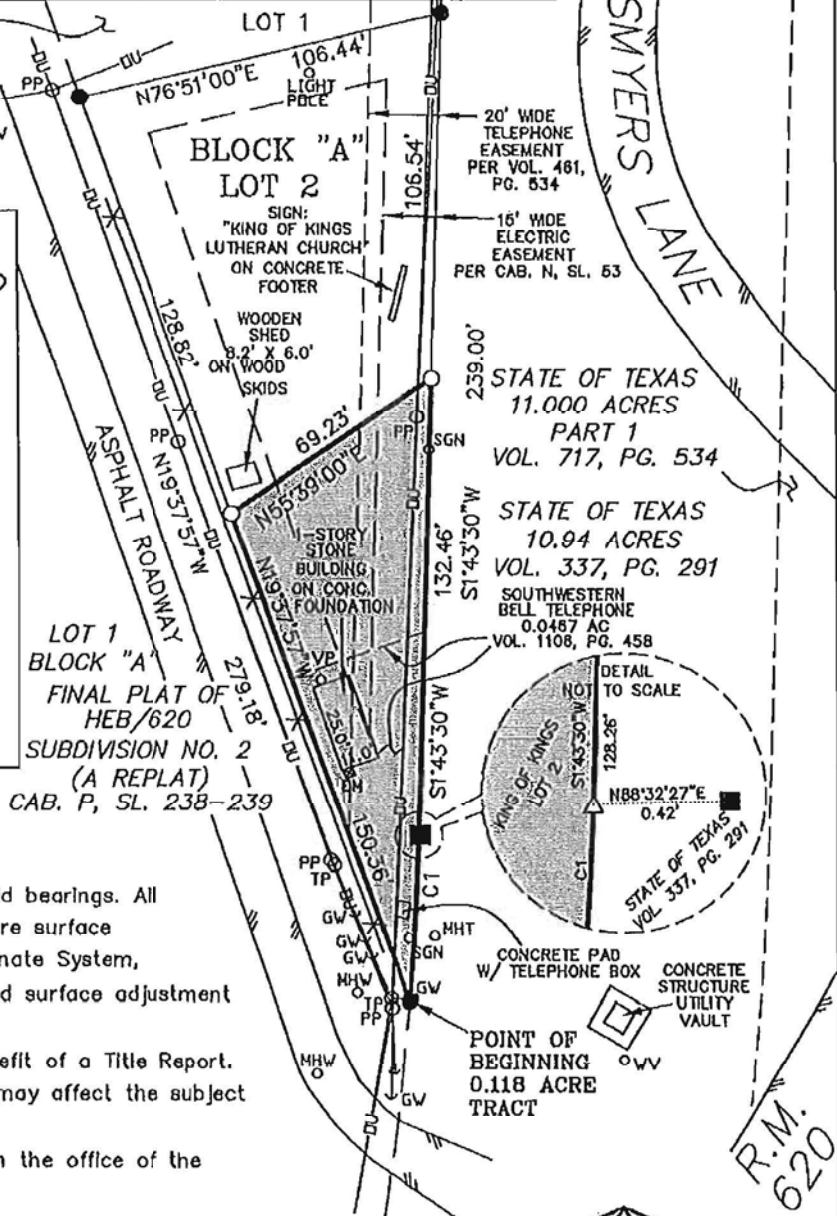
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	3'03'42"	48.36'	904.93'	S3'08'42"W	48.35'

KING OF KINGS
ADDITION
CAB. N, SL. 53-55

LEGEND

- = CAPPED IRON ROD SET
- = BOUNDARY MONUMENT FOUND
(1/2" IRON ROD UNLESS OTHERWISE NOTED)
- △ = CALCULATED POINT
- = CONCRETE HIGHWAY MONUMENT FOUND
- PPO = POWER POLE
- GW = DOWN GUY WIRE
- DU- = OVERHEAD UTILITY LINE
- TPO = TELEPHONE POLE
- EM = ELECTRIC METER
- WV = WATER VALVE
- MHW = WASTEWATER MANHOLE
- MHT = TELEPHONE MANHOLE
- VP = VENT PIPE (UTILITY)
- SGN = SIGN; BURIED FIBER OPTICS LINE
- X- = WIRE FENCE
- == = EDGE OF ASPHALT ROADWAY
- R.O.W. = RIGHT-OF-WAY



NOTE:

- 1) All bearings shown hereon are based on grid bearings. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83 (1993), Central Zone using a combined surface adjustment factor of 1.00011.
- 2) This survey was performed without the benefit of a Title Report. Therefore, does not show all easements that may affect the subject tract.
- 3) All documents listed hereon are recorded in the office of the County Clerk of Williamson County, Texas.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

November 17, 2011

SHANE SHAFER

DATE:

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5281-STATE OF TEXAS



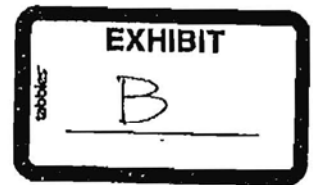
DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100PARCEL PLAT SHOWING PROPERTY OF
KING OF KINGS
LUTHERAN CHURCHSCALE
1" = 50'

CSJ #

PROJECT
RM 620 AT
SMYERS LANEKING OF KINGS ADDITION
LOT 2, BLOCK "A"

PARCEL NO.	ACQUISITION AREA (ACRES)	DEED ACREAGE	REMAINDER AREA
	0.118	0.342	0.224



SPECIAL WARRANTY DEED
Smyers Lane Right of Way

THE STATE OF TEXAS

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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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Smyers Lane connection roadway improvements ("Project"); and,

WHEREAS, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That KING OF KINGS LUTHERAN CHURCH OF ROUND ROCK, TEXAS, 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, 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, those certain tracts or parcels 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 0.118 acre tract of land, more or less, being out of the Jacob M. Harrell Survey, Abstract No. 284, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

RESTRICTIONS: No advertising, marketing or other signs of any kind, other than necessary traffic control signs related to any roadway improvements constructed upon the Property, shall be erected upon the Property without the prior consent and agreement of Grantor, its successors or assigns. This restriction and covenant shall run with the land until removed by written agreement of the parties, their successors or assigns.

TO HAVE AND TO HOLD the premises 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, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2011.

GRANTOR:

KING OF KINGS LUTHERAN CHURCH
OF ROUND ROCK, TEXAS

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2011 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: