

**REAL ESTATE CONTRACT**  
**CR 110 Right of Way—Parcel 5S**

THIS REAL ESTATE CONTRACT ("Contract") is made by CROSSWALK CHURCH ROUND ROCK, a Texas non-profit corporation (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 0.188 acre (approximately 8,195 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5S**)

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 and Additional Compensation**

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of TWENTY SIX THOUSAND SIX HUNDRED THIRTY and 00/100 Dollars (\$26,630.00).

2.02. As Additional Compensation for any improvements on the Property, and any damage or cost of cure for the remaining Property of Seller, Purchaser shall pay the sum of SIX THOUSAND NINE HUNDRED and 00/100 Dollars (\$6,900.00).

**Payment of Purchase Price and Additional Compensation**

2.02. The Purchase Price and Additional Compensation 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

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 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 Capital Title Company on or before October 30, 2015, 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 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.

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 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 and Additional Compensation.

#### 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, 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:**

CROSSWALK CHURCH ROUND ROCK,  
a Texas non-profit corporation

By:  TRUSTEE  
James S. Davis, Trustee

Address: 1024 MONADALE TRL  
ROUND ROCK, TX 78664

Date: 9/14/2015

By:  TRUSTEE  
Greg Canter, Trustee

Address: 2808 BEACH PLUM CV.  
PFLUGERVILLE, TX 78660

Date: 9/14/2015

By: , Trustee Address: 4029 SABLE OAKS DR.  
Charles N. Avery III, Trustee ROUND ROCK, TEXAS 78664

Date: 9-14-2015

**PURCHASER:**

**WILLIAMSON COUNTY, TEXAS**

By: 

Dan A. Gattis  
County Judge

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

Date: 09-27-2015

EXHIBIT A

**County:** Williamson  
**Parcel No.:** 5S  
**Highway:** CR 110  
**Limits:** From: U.S. Highway 79  
To: 300 feet north of CR 109 (Limmer Loop)

**DESCRIPTION FOR PARCEL 5S**

DESCRIPTION OF A 0.188 ACRE (8,195 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 6.64 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO CHINMAYA, MISSION CHURCH AND RECORDED IN VOLUME 2001, PAGE 46382 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), SAID 0.188 ACRE (8,195 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 443.20 feet left of Engineer's Centerline Station (E.C.S.) 126+68.66, said point being the southwest corner of said 6.64 acre tract, same being the northeast corner of a called 2.00 acre tract of land, being Lot 1, Block A, Plat of McNutt 1 as described in a deed to Beverly Johnson Gordon and recorded in Document No. 2009093528 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

**THENCE** N 88°54'29" E, with the common line between the said 6.64 acre tract and the said 2.00 acre tract, a distance of 375.39 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 126+56.52, for the **POINT OF BEGINNING** (Grid = N: 10171157.66, E: 3156452.79) of the parcel described herein, said point being on the proposed west right-of-way line of County Road (CR) 110;

1) **THENCE** N 01°12'29" W, over and across said 6.64 acre tract, with the proposed west right-of-way line of CR 110, a distance of 288.84 feet to a 1/2-inch iron rod with a plastic stamped "RJ SURVEYING" found 61.19 feet left of E.C.S. 129+44.62, on the existing west right-of-way line of CR 110, a variable width right-of-way (no record information found), same being the southeast corner of a called 0.35 acre tract of land being Reserved Open Space, Lot 47A, Block NN, Plat of Siena Phase I, Section 22B, as described in a deed to RSP Development, LP, et al., and recorded in Document No. 2013040558, O.P.R.W.C.TX., from which a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 61.21 feet left of E.C.S. 129+50.72, bears N 02°32'51" W, a distance of 6.10 feet;

**THENCE**, with the existing west line of said CR 110, same being the east line of said 6.64 acre tract, the following three (3) courses and distances numbered 2 through 4:

- 2) N 89°04'14" E, a distance of 29.41 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 31.79 feet left of E.C.S. 129+43.88,
- 3) S 00°48'07" E, a distance of 288.45 feet to a 1/2-inch iron rod found 40.64 feet left of E.C.S. 126+55.95, and
- 4) S 88°05'32" W, a distance of 21.75 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 62.39 feet left of E.C.S. 126+40.64, said point being the northeast corner of said 2.00 acre tract;

- 5) **THENCE S 88°54'29" W**, with the common line between said 2.00 acre tract and said 6.64 acre tract, a distance of 5.62 feet to the **POINT OF BEGINNING**, and containing 0.188 acres (8,195 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, William Reed Herring, 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 Austin, Travis County, Texas this the 24<sup>th</sup> day of February 2015.

**SURVEYING AND MAPPING, LLC.**  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

PRELIMINARY,  
THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE

William Reed Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas

# LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- P PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.W.C. TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- - - DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

R. McNUTT SURVEY,  
ABSTRACT 422



GRAPHIC SCALE  
SCALE: 1" = 50'  
WILLIAMSON COUNTY, TEXAS



129+51.25  
376.56' LT

P.O.C.  
126+68.66  
443.20' LT

CHINMAYA, MISSION AUSTIN  
CALLED 6.64 ACRES  
VOL. 2001, PG. 46382  
D.R.W.C. TX.

RSP DEVELOPMENT, LP ET. AL.  
CALLED 0.35 ACRES  
RESERVED OPEN SPACE  
SIENA PHASE I, SECTION 22B  
BLOCK NN, LOT 47A  
DOC. NO. 2013040558

SOFIA PL.  
65' WIDTH ROW  
DOC. NO. 2013040558  
O.P.R.W.C. TX.

BEVERLY JOHNSON GORDON  
CALLED 2 ACRES  
DOC. NO. 2009093528  
O.P.R.W.C. TX.

126+55.95  
40.64' LT

EXISTING  
ROW LINE

5S

S00° 48' 07" E 288.45'

COUNTY ROAD 110 (S00° 16' 37" W 288.44')

VARIABLE WIDTH ROW

(NO RECORD INFORMATION FOUND)

ENGINEER'S CENTERLINE

N 02° 56' 41" W 1,308.89'

PC 127+03.16

PT 128+04.67

EXISTING  
ROW LINE

ENGINEER'S CENTERLINE  
CURVE DATA

P.I. Sta 127+53.91  
N 10, 172, 478.954  
E 3, 156, 894.464  
Δ = 00° 34' 54" (RT)  
D = 00° 34' 23"  
T = 50.75'  
L = 101.51'  
R = 10,000.00'  
P.C. Sta 127+03.16  
P.T. Sta 128+04.67

TIME: 8:01:34 AM  
DATE: 5/14/2015  
FILE: \\saminc\aus\PROJECTS\1014035067\100\Survey\06Plats\Parcel 55.dgn

PAGE 3 OF 4  
REF. FIELD NOTE NO. 18007

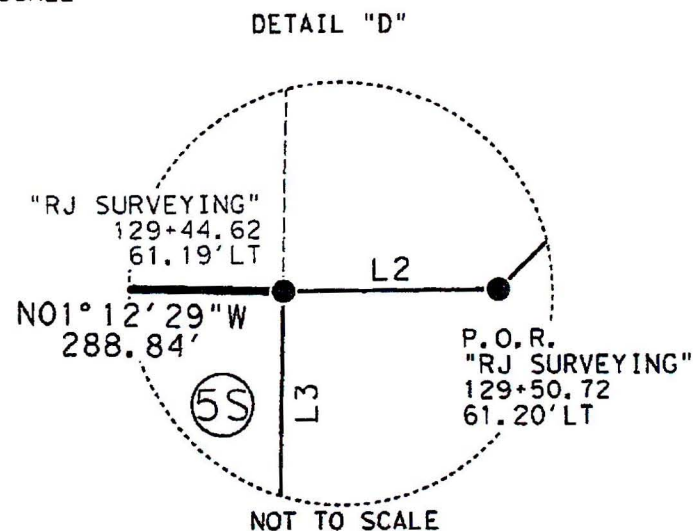
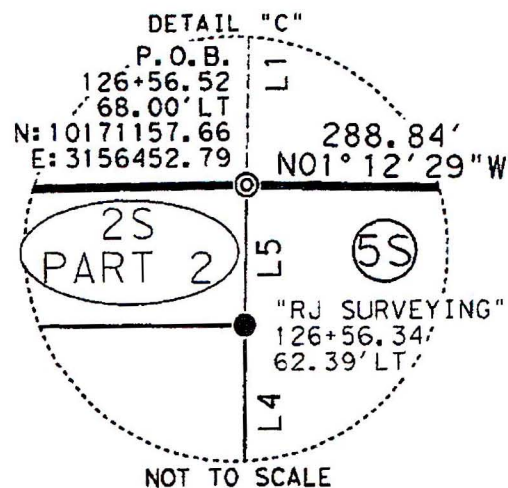
EXISTING	6.64 AC.	ACQUIRE	0.188 AC.	REMAINING	6.452 AC. LEFT
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4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10084300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
CHINMAYA, MISSION AUSTIN  
PARCEL 5S  
0.188 AC. (8,195 SQ. FT.)

LINE NO.	BEARING	DISTANCE
L1	N88° 54' 29" E	375.39'
L2	N02° 32' 51" W	6.10'
L3	N89° 04' 14" E	29.41'
L4	S88° 05' 32" W	21.75'
L5	S88° 54' 29" W	5.62'



1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVDO88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.

2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT.  
THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED,  
THAT ARE NOT SHOWN.

3.C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM  
SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 2015.

\* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE BEST OF MY KNOW  
PRELIMINARY.

THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE

WILLIAM REED HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS

DATE \_\_\_\_\_

TIME: 8:01:58 AM

DATE: 5/14/2015

FILE\\saminc\aus\PROJECTS\1014035067\100\Survey\06Plots\Parcel 5S.dgn

PAGE 4 OF 4

REF. FIELD NOTE NO. 18007

EXISTING	6.64 AC.	ACQUIRE	0.188 AC.	REMAINING	6.452 AC. LEFT
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4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax (512) 326-3029  
Texas Farm Board, Inc. 10044300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
CHINMAYA, MISSION AUSTIN  
PARCEL 5S  
0.188 AC. (8,195 SQ. FT.)