

## **REAL ESTATE CONTRACT**

**State of Texas**

§

**County of Williamson**

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This Real Estate Contract ("Contract") is made by and between Williamson County, Texas (referred to in this Contract as "COUNTY"), a Texas political subdivision, and APARK, LLC (referred to in this Contract as "APARK"), a Texas limited liability company, upon the terms and condition set forth in this Contract. APARK and the COUNTY may be referred to as "Party" or "Parties" as the context may require.

### **ARTICLE I** **PURCHASE AND SALE**

**1.01** By this Contract, COUNTY sells and agrees to convey to APARK a tract of land situated in Williamson County, Texas, being more particularly described as follows:

Being a 0.055 acre tract of land situated in the Washington Anderson Survey, Abstract No. 15, Official Public Records of Williamson County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein

together with all and singular the rights and appurtenances pertaining to the property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), together with any improvements, situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II** **PURCHASE CONSIDERATION**

#### **Purchase Price**

**2.01** The Purchase Price for the Property, any improvements thereon, and any damage or cost of cure for the remaining Property of COUNTY shall be the sum of THREE THOUSAND SIX HUNDRED DOLLARS AND NO/100 (\$3,600.00).

#### **Payment of Purchase Price**

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

**ARTICLE III**  
**PARTY'S OBLIGATIONS**

**Conditions to Party's Obligations**

**3.01** The obligations of the Parties hereunder to consummate the transaction 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 either Party at or prior to the closing).

**3.02** The Parties 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 the Parties prior to or as of the closing unless waived.

**ARTICLE IV**  
**CLOSING**

**4.01** The closing shall occur no later than April 29, 2016 (which date is herein referred to as the "Closing Date"). Either Party may terminate this Contract and thereafter neither APARK nor COUNTY shall have any continuing rights or obligations hereunder.

**County's Obligations**

**4.02** At the closing COUNTY shall:

- (a) Deliver to APARK a duly executed and acknowledged Quitclaim Deed conveying good and indefeasible title in fee simple in the Property.
- (b) Deliver to APARK possession of the Property on the Closing Date.

**APARK's Obligations**

**4.03** At the closing, APARK shall:

- (a) Pay the cash portion of the Purchase Price.

**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. All special taxes or assessments to the Closing Date shall be paid by the Parties for the real property conveyed by such Parties.

### **Closing Costs**

**4.05** All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Filing fees for deed for paid by COUNTY;  
Attorney's fees paid by each respectively.

### **ARTICLE IV** **REPRESENTATIONS**

**4.01** COUNTY represents and warrants to APARK to the best of their knowledge, as of the Closing Date, as follows:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (b) COUNTY has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it;
- (c) COUNTY is not aware of any material physical defects to the Property;
- (d) COUNTY is not aware of any environmental hazards or conditions that affect the Property;
- (e) COUNTY is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and
- (f) COUNTY is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on the Property.

### **ARTICLE V** **BREACH**

**5.01** In the event COUNTY 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 APARK's default, APARK may enforce specific performance of this Contract.

### **ARTICLE VI** **MISCELLANEOUS**

#### **Survival of Covenants**

**6.01** Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following



the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

#### **Notice**

**6.02** 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 APARK or COUNTY, as the case may be, at the address set forth opposite the signature of the party.

#### **Texas Law to Apply**

**6.03** 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**

**6.04** 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**

**6.05** 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**

**6.06** 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**

**6.07** Time is of the essence in this Contract.

#### **Gender**

**6.08** 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

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

### Compliance

6.10 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, APARK is hereby advised that it should be furnished with or obtain a policy of title insurance or APARK should have the abstract covering the Property examined by an attorney of APARK's own selection.

### Effective Date

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

### Counterparts

6.12 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.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2016.

### COUNTY:

Williamson County, Texas

By:

Dan A. Gatts, County Judge

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Nancy Rister, County Clerk

APARK: APARK, LLC

By:

Richard A. Morlock as MANAGER

Date: 3/24/2016

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EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2016.

### COUNTY:

Williamson County, Texas

By:

  
Dan A. Gatts, County Judge

Date: 04-22-2016

Attest:

Nancy Rister, County Clerk

APARK:  APARK, LLC

By:

 Richard A. Morlock as MANAGER

Date: 3/24/2016

Exhibit "A"

Property Legal Description



## EXHIBIT

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A

## METES AND BOUNDS DESCRIPTION

BEING A 0.055-ACRE TRACT OF LAND SITUATED IN THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 3.716-ACRE TRACT OF LAND CONVEYED TO THEOPHIL R. KRIENKE, JR. AND SHARON R. KRIENKE BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002004728 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.055-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a capped iron rod found on a point in the southerly boundary line of that certain 4.011-acre tract of land conveyed to Williamson County, Texas, by instrument recorded in Document No. 2001076274 of the Official Public Records of Williamson County, Texas, said point being the northeasterly corner of that certain 3.98-acre tract of land conveyed to Williamson County, Texas, by instrument recorded in Document No. 9634634, and Document No. 9634637 of the Official Records of Williamson County, Texas, same being the westernmost corner of that certain remnant portion of a 56.000-acre tract of land conveyed to Parmer/1431 Partnership by instrument recorded in Volume 1273, Page 941 of the Official Records of Williamson County, Texas;

THENCE with the southerly boundary line of said 4.011-acre Williamson County tract, same being a northerly boundary line of said Parmer/1431 Partnership remnant tract, N78°48'01"E for a distance of 14.20 feet to a capped iron rod found on a point being the southeasterly corner of said 4.011-acre Williamson County tract, same being the southwesterly corner of said 3.716-acre Krienke tract, for the southwesterly corner and POINT OF BEGINNING hereof;

THENCE with the easterly line of said 4.011-acre Williamson County tract and the westerly line of said 3.716-acre Krienke tract N45°13'47"W for a distance of 67.04 feet to a point for the most westerly corner hereof

THENCE departing the easterly line of said 4.011-acre Williamson County tract, through the interior of said 3.716-acre Krienke tract, the following two (2) courses and distances:

- 1) N46°51'50"E for a distance of 33.48 feet to a point at the beginning of a non-tangent curve to the right for the most northerly corner hereof;



- 2) Along said non-tangent curve to the right, having a radius of 2213.00 feet, a delta angle of  $2^{\circ}12'33''$ , an arc length of 85.33 feet, and a chord which bears  $S42^{\circ}01'54''E$  for a distance of 85.32 feet to a capped iron rod set on a point in the southerly boundary line of said 3.716-acre Krienke tract, same being a northerly boundary line of said Parmer/1431 remnant tract, for the southeasterly corner hereof, from which a  $1/2''$  iron rod found on a point at an ell corner in the northerly boundary line of said Parmer/1431 remnant tract, same being the southeasterly corner of said 3.716-acre Krienke tract, bears  $N78^{\circ}48'01''E$  a distance of 269.27 feet;

THENCE  $S78^{\circ}48'01''W$  for a distance of 34.62 feet to the POINT OF BEGINNING hereof and containing 0.055 acres of land, more or less.

◇ DIAMOND SURVEYING, INC.  
516 LEANDER ROAD, GEORGETOWN, TX 78626  
(512) 931-3100

*Shane Shafer*  
SHANE SHAFER, R.E.L.S. NO. 5281  
DSI PARCEL NO. 104D-SR-9-10-03

9/11/03  
DATE



# SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.055 ACRE TRACT OF LAND SITUATED IN THE WASHINGTON ANDERSON SURVEY, ABSTRACT NO. 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 3.716 ACRE TRACT OF LAND CONVEYED TO THEOPHIL R. KRIENKE, JR. AND SHARON R. KRIENKE BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002004728 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

## CURVE DATA

C-#	RADIUS	DELTA	LENGTH	CHORD	CH BEARING
C-1	2183.00'	1°45'30"	67.00'	67.00'	N42°15'25"W
C-2	2183.00'	3°29'58"	133.33'	133.31'	N47°19'57"W
C-3	2213.00'	2°12'33"	85.33'	85.32'	S42°01'54"E

## LINE TABLE

L1	N46°51'50"E	33.48'
L2	N78°48'01"E	14.20'
L3	S78°48'01"W	34.62'

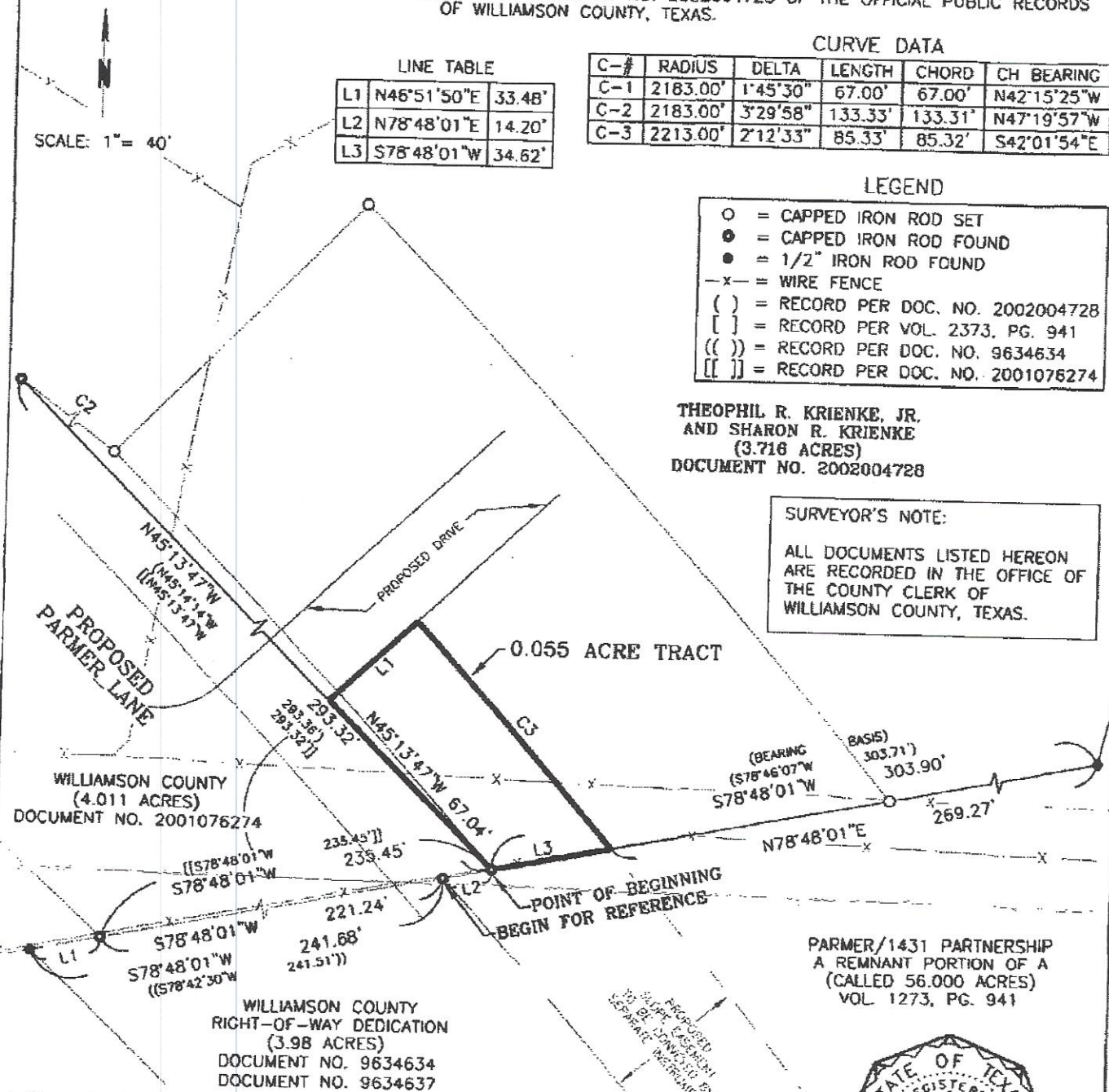
## LEGEND

- = CAPPED IRON ROD SET
- = CAPPED IRON ROD FOUND
- = 1/2" IRON ROD FOUND
- x- = WIRE FENCE
- ( ) = RECORD PER DOC. NO. 2002004728
- [ ] = RECORD PER VOL. 2373, PG. 941
- (( )) = RECORD PER DOC. NO. 9634634
- [[ ]] = RECORD PER DOC. NO. 2001076274

THEOPHIL R. KRIENKE, JR.  
AND SHARON R. KRIENKE  
(3.716 ACRES)  
DOCUMENT NO. 2002004728

## SURVEYOR'S NOTE:

ALL DOCUMENTS LISTED HEREON  
ARE RECORDED IN THE OFFICE OF  
THE COUNTY CLERK OF  
WILLIAMSON COUNTY, TEXAS.



PARMER/1431 PARTNERSHIP  
A REMNANT PORTION OF A  
(CALLED 56.000 ACRES)  
VOL 1273, PG. 941



I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on June 5, 2002. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed in connection with the Title Report described in Case No. 2002 RR 232263-W (00199) of Austin Title Company. USE OF THIS SURVEY BY PARTIES FOR PURPOSES OTHER THAN INTENDED SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Shane Shafer  
SHANE SHAFER, R.P.L.S. No. 5281

9/11/03  
DATE

D.S.I. PARCEL #104-D SE  
DIAMOND SURVEYING, INC  
316 LEANDER ROAD, GEORGETOWN, TX 76626  
(512) 931-3100

## RECORDERS MEMORANDUM

All or parts of the text on this page was not  
clearly legible for satisfactory recordation.