REAL ESTATE CONTRACT

CR 110 Right of Way—Parcel 45S

THIS REAL ESTATE CONTRACT ("Contract") is made by JONAH WATER SPECIAL UTILITY DISTRICT (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 0.768 acre (approximately 33,452 Sq. Ft.) tract of land in the WM. Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 45S)

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", any improvements on the Property, the replacement of any fencing impacted by the acquisition, and any damage or cost of cure for the remaining property of Seller, shall be the sum of EIGHTY THOUSAND SEVEN HUNDRED SEVENTY and 00/100 Dollars (\$80,770.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price 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 March 31, 2016, 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.

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.

SELLER:

JONAH WATER SPECIAL UTILITY DISTRICT

Address: 4050 FM 1660

Printed Name: Bil Brown

Its: General Manager

Date: April 14, 2016

PURCHASER:

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis Lisa L. Birlyman County Judge Comm., Pct.1 4-210-110

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

FXHIBIT

County:

Williamson

Parcel No.: 41S Highway:

CR 110

Limits:

From: U.S. Highway 79

300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 41S

DESCRIPTION OF A 0.552 ACRE (24,030 SQ. FT.) PARCEL, LOCATED IN THE W. DONAHO, JR. SURVEY, ABSTRACT NO. 173, AND R. MCNUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 0.55 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO JONAH WATER SPECIAL UTILITY DISTRICT AND RECORDED IN VOLUME 987, PAGE 399 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.), SAID 0.552 ACRE (24,030 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 Brass Disk with no visible markings, in concrete found 110.07 feet left of Engineer's Centerline Station (E.C.S.) 203+37.42, said point being within the said 0.55 acre tract;

THENCE S 60°37'44" W, through the interior of said 0.55 acre tract, a distance of 3.66 feet to a calculated point 113.62 feet left of E.C.S. 203+36.55, for the POINT OF BEGINNING, (grid N:10179648.62 E:3155160.78), said point being on the west line of said 0.55 acre tract, same being the east line of a called 4.4.4 acre tract of land as described in a deed to Nelson Homestead Family Partnership, LTD and recorded in Document No. 2013000628, of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being on the proposed west right-of-way line of County Road(CR) 110;

- 1) THENCE N 29°27'05" W, with the common line of said 4.44 acre tract and said 0.55 acre tract, a distance of 66.86 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 131.79 feet left of E.C.S. 203+96.41;
- 2) THENCE N 29°27'05" W, continuing with the common line of said 4.44 acre tract and said 0.55 acre tract, a distance of 28.15 feet to a 1/2-inch iron rod found 140.14 feet left of E.C.S. 204+21.23, said point being the northwest corner of said 0.55 acre tract, same being an interior easterly corner of said 4.44 acre tract;
- 3) THENCE N 39°22'34" E, continuing with the common line of said 4.44 acre tract and said 0.55 acre tract, passing at a distance of 121.72 feet a calculated point for the northeast corner of said 4.44 acre tract, and continuing for a total distance of 122.45 feet to a 1/2-inch iron rod found 44.85 feet left of E.C.S. 204+98.02, said point being the southeast corner of a called 2.66 acre tract of land as described in a deed to Paloma Lake Development, Inc. and recorded in Document No. 2006014658, O.P.R.W.C.TX.;
- 4) THENCE N 39°39'36" E, continuing with the common line of said 2.66 acre tract and said 0.55 acre tract, a distance of 57.63 feet to a calculated point for the northeast corner of said 0.55 acre tract, same being the most easterly corner of said 2.66 acre tract, same being on the existing west right-ofway line of CR 110, a variable width right-of-way (no record information found);

THENCE, with the existing west right-of-way line of said CR 110, same being the east line of said 0.55 acre tract, the following three (3) courses and distances numbered 5 through 7:

- 5) S 08°38'18" E, a distance of 90.36 feet to a cotton spindle found 4.68 feet left of E.C.S. 204+43.76,
- 6) S 00°24'25" W, a distance of 169.42 feet to a 1/2-inch iron rod found 46.48 feet left of E.C.S. 202+81.93, and the beginning of a curve, and
- 7) Being a curve to the left, an arc distance of 137.37 feet, through a central angle of 15°35'20", having a radius of 504.88 feet and a chord that bears S 07°19'50" E, a distance of 136.94 feet to a 1/2-inch iron rod found 73.98 feet left of E.C.S. 201+52.50, said point being the south corner of said 0.55 acre tract, same being on the east line of said 4.44 acre tract;
- 8) **THENCE** N 29°27'05" W, with the common line of said 4.44 acre tract and said 0.55 acre tract, a distance of 93.86 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 90.00 feet left of E.C.S., said point being on the proposed west right-of-way line of CR 110;
- 9) THENCE N 29°27'05" W, continuing with the common line of said 4.44 acre tract and said 0.55 acre tract, same being the proposed west right-of-way line of CR 110, a distance of 104.61 feet to the POINT OF BEGINNING and containing 0.552 acre (24,030 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. All coordinates shown hereon are in grid and can be converted to surface by multiplying by the same factor.

THE STATE OF TEXAS

9999

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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 20th day of October, 2015.

SURVEYING AND MAPPING, Inc. 4801 Southwest Parkway Parkway Two, Suite 100 Austin, Texas 78735

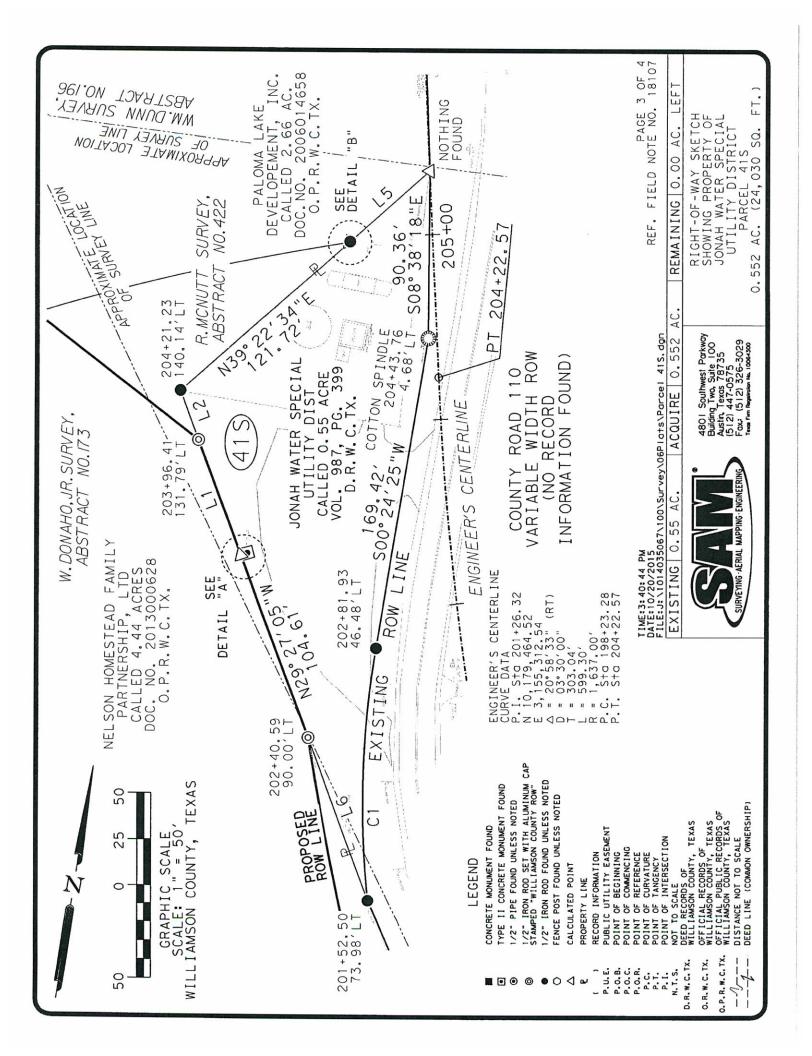
Texas Firm Registration No. 10064300

William Reed Herring

Registered Professional Land Surveyor

No. 6355-State of Texas

^{*}Area calculated by SAM, LLC.

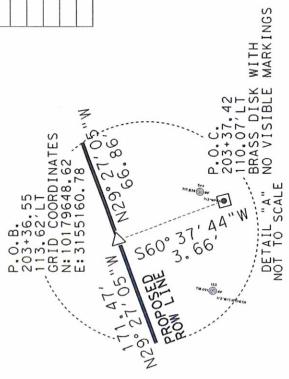


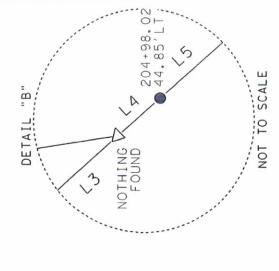
CURVE TABL

ARING	50"E
CHORD BEAF	507°19′
CHORD (136,94
LENGTH	137,37'
RADIUS	504,88
DELTA	15°35′20"(LT)
NO.	0

TABLE

LINE NO.	BEARING	DISTANCE
	N29°27'05"W	66.86
L2	N29°27'05"W	28.15'
	N39° 22′ 34" E	121.72'
	N39°22′34"E	0.73'
L5	N39°39'36"E	57.63'
9	N29°27'05"W	93.86





NOTES:

WILLIAM REED HERRING

\$ 0355 AT SURVEY

6355

- 1. ALL BEARINGS SHOWN ARE BASED ON NADB3/93/NAVD88 TEXAS STATE
 PLANE COORDINATE SYSTEM, CENTRAL ZONE, ALL DISTANCES SHOWN ARE
 SUFFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SUGFACE
 ADJUSTMENT FACTOR OF 1.000120, ALL COORDINATES SHOWN ARE IN GRID
 AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR,
 PROJECT UNITS ARE IN U.S. SURVEY FEET.
- 2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THER MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC, IN FEBRUARY, 2015. * AREA CALCULATED BY SAM, LLC.
- | TIME:3:06:53 PM | DATE:10/20/2015 | FILE:J:\1014035067\100\Survey\06Plats\Parcel 41S.dgn 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.

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

S102/08/0/ DATE

4801 Southwest Porkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Trea fin Repaids No. 1006-300

<u>.</u> ب E RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JONAH WATER SPECIAL UTILITY DISTRICT PARCEL 41S 552 AC. (24,030 SQ. FT AC. REMAINING 0.00

OF 4

PAGE NO.

FIELD

AC.

0.552

ACQUIRE

AC.

EXISTING 0.55

4

552 AC. 0

EXHIBIT "B"

Parcels 41S

<u>**DEED**</u> County Road 110 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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JONAH WATER SPECIAL UTILITY DISTRICT, 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:

All of that certain 0.552 acre (approximately 24,030 Sq. Ft.) tract of land in the W. Donaho, Jr. Survey, Abstract No. 173, and 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 41S**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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 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 CR 110, but shall not be used or exported from the Property for any other purpose.

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of 2016.

GRANTOR:

JONAH WATER SPECIAL UTILITY DISTRICT

By:_____ Bill Brown

General Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 14th day of 2016 by Bill Brown, General Manager of Jonah Water Special Utility District, in the capacity and for the purposes and consideration recited therein.



Leve Lynne Alverton Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: