

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 11M-E

THIS REAL ESTATE CONTRACT ("Contract") is made by CREEK BEND LAND HOLDINGS, LLC (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:

Drainage Easement interest in and across all of that certain 0.043 acre (1,885 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11M-E**)

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

2.01. The Purchase Price for the Property interest described in Exhibit "A", any compensation for any damage to the remaining property of Seller as a result of this conveyance, shall be the sum of THREE THOUSAND EIGHT HUNDRED TWENTY and 00/100 Dollars (\$3,820.00).

Payment of Purchase Price

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

Additional Agreements and Special Provisions

2.03. As additional compensation and as an agreement which shall survive the Closing of this transaction, Purchaser agrees that it shall (i) construct and maintain temporary fencing along the boundary of the proposed Drainage Easement (as shown on Exhibit "B" attached hereto) area at all times during construction within the Property when the boundary fence on the existing right of way line between Seller's property is removed, in order to keep livestock contained within the property of Seller; and (ii) prior to the removal of such temporary fencing Purchaser, its contractors or agents, shall reinstall or replace any boundary line fencing which is removed as part of the proposed CR 110M construction project. Any replacement fencing shall be of a type, material, and specification which will match the existing fencing of Seller as closely as is reasonably possible.

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 Independence Title Company on or before June 15, 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 Drainage Easement conveying such property interest to Williamson County, Texas in and across 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 Drainage Easement shall be in the form as shown in Exhibit "C" 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.

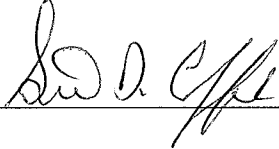
Counterparts

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.

[signature page follows]

SELLER:

CREEK BEND HOLDINGS, LLC

By: 

Printed Name: STUART D. CAFFEY

Its: President, Creek Bend Land Holdings, LLC

Date: 5/26/16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

SELLER:

CREEK BEND HOLDINGS, LLC

By: 

Printed Name: STUART D. CAFFEY

Its: President, Creek Bend Land Holdings, LLC

Date: 5/26/16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

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

Date: 06-07-2016

EXHIBIT A

County: Williamson
Parcel : 11M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 11M-E

DESCRIPTION OF A 0.043 ACRE (1,885 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT CALLED 64.508 ACRE TRACT OF LAND CONVEYED TO CREEK BEND LAND HOLDINGS, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009047398 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.043 ACRE (1,885 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the existing easterly Right-of-Way (ROW) line of County Road (C.R.) 110 (variable width ROW), (Grid Coordinates determined as N=10183434.20, E=3153253.11 TxSPC Zone 4203) being 71.84 feet right of proposed C.R. 110 Baseline Station 255+88.49 for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod found, being the southwesterly corner of said 64.508 acre tract and an angle point in the westerly boundary line of the remainder of that called 190.50 acre tract of land conveyed to Stephen Lee Pritchard Family Trust and Nancy Kay Pritchard Ohlendorf Family Trust by instrument recorded in Volume 1980, Page 972 of the Official Records of Williamson County, Texas, bears S 21°41'02" E at a distance of 130.17 feet:

- 1) THENCE, with said existing easterly ROW line, N 21°41'02" W for a distance of 94.24 feet to a calculated point, for the northwesterly corner of the herein described tract;

THENCE, departing said existing easterly ROW line, through the interior of said 64.508 acre tract, the following three (3) courses:

- 2) N 68°32'08" E for a distance of 20.00 feet to a calculated point, for the northeasterly corner of the herein described tract;
- 3) S 21°41'02" E for a distance of 94.24 feet to a calculated point, for the southeasterly corner of the herein described tract;
- 4) S 68°32'08" W for a distance of 20.00 feet to the POINT OF BEGINNING, containing 0.043 acres (1,885 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

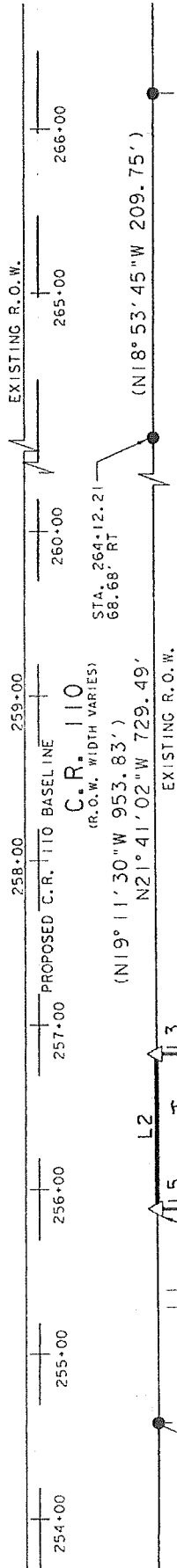
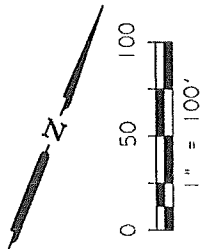
PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
FOR REFERENCE ONLY.

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REVISED: 12/01/15
PAGE 2 OF 3



P.O.B.
STA. 255+88.49
71.84' RT
GRID COORDINATES:
N=10183434.20
E=3153253.11

STEPHEN LEE PRITCHARD
FAMILY TRUST AND NANCY K.
PRITCHARD OLENDORF
FAMILY TRUST
REMAINDER OF 190.50 AC.
VOL. 1980, PG. 972
O.R.W.C.T.

STEPHEN LEE PRITCHARD
FAMILY TRUST AND NANCY K.
PRITCHARD OLENDORF
FAMILY TRUST
REMAINDER OF 190.50 AC.
VOL. 1980, PG. 972
O.R.W.C.T.

CREEK BEND LAND
HOLDINGS, LLC
64.508 ACRES
DOC. NO. 2009047398
O.P.R.W.C.T.

NUMBER	DIRECTION	DISTANCE
L1	S21°41'02"E	130.17'
L2	N21°41'02"W	94.24'
L3	N68°32'08"E	20.00'
L4	S21°41'02"E	94.24'
L5	S68°32'08"W	20.00'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH (512) 238-1200 FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

**CREEK BEND LAND
HOLDINGS, LLC**

COUNTY
WILLIAMSON

PROJECT
CR 110

SCALE
1" = 100'

PARCEL IIM-E

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REVISED: 12/01/15
PAGE 3 OF 3

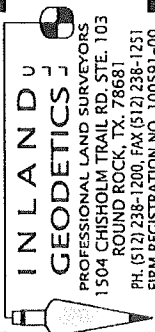
LEGEND

TXDOT TYPE	CONCRETE MONUMENT FOUND	℄	CENTER LINE
■	FENCE CORNER POST FOUND	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	—/—	LINE BREAK
⊛	COTTON GIN SPINDLE FOUND	—/—	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
	STAMPED "WILCO-ROW" SET	O.P.R.W.C.T.	OFFICIAL RECORDS
	(UNLESS NOTED OTHERWISE)	P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
			OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
			PLAT RECORDS
			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 MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE. FOR REFERENCE ONLY.

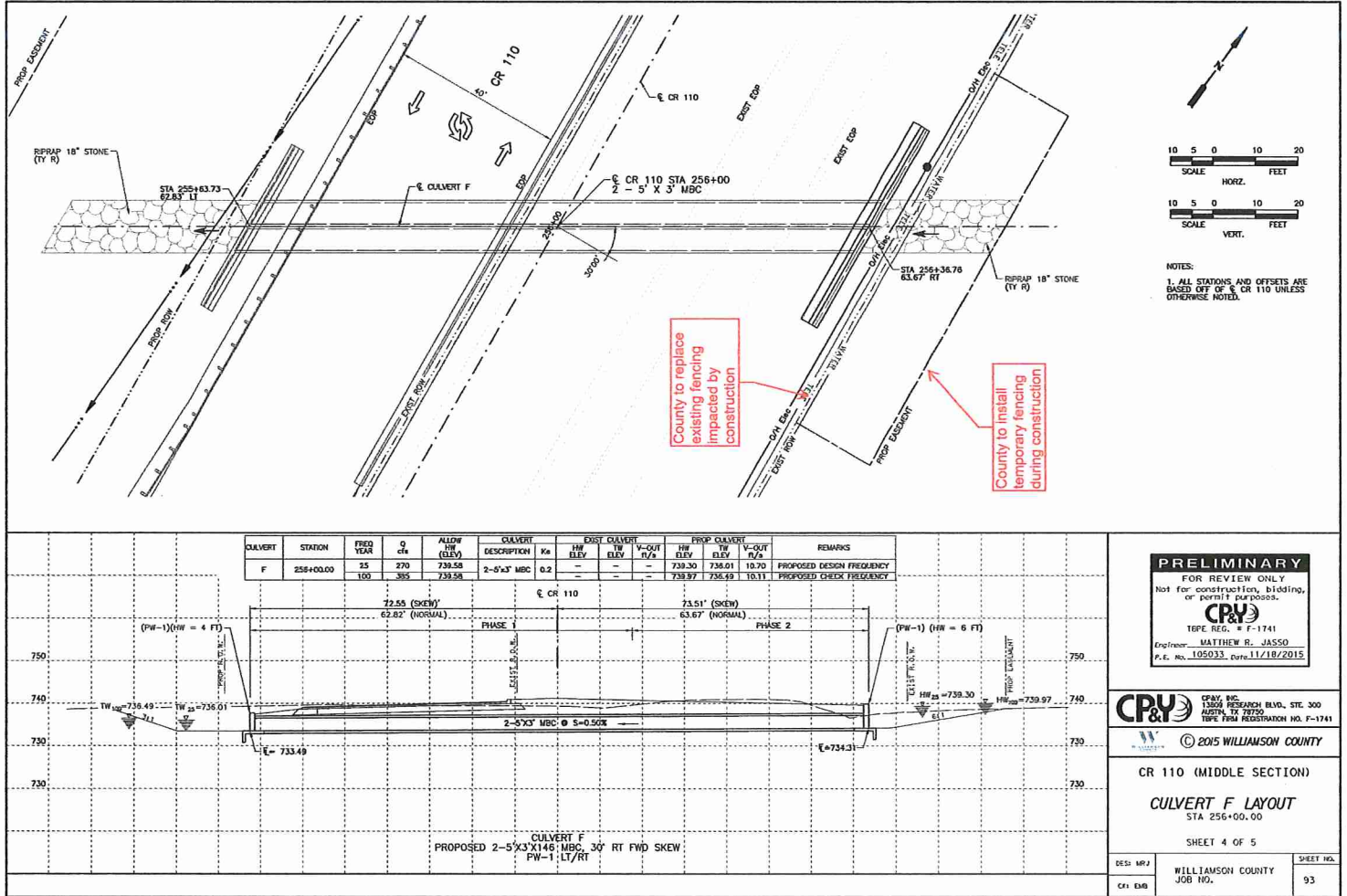
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



PARCEL PLAT SHOWING PROPERTY OF

CREEK BEND LAND
HOLDINGS, LLCSCALE
1" = 100'PROJECT
CR 110COUNTY
WILLIAMSON

PARCEL 11M-E



PRELIMINARY
FOR REVIEW ONLY
Not for construction, bidding,
or permit purposes.
CP&Y
TPE REG. # F-1741
Engineer: MATTHEW R. JASSO
P.E. No. 105033, exp. 11/18/2015

CP&Y INC.
13024 RESEARCH BLVD., STE. 300
AUSTIN, TX 78750
TPE REG. # F-1741
© 2015 WILLIAMSON COUNTY

CR 110 (MIDDLE SECTION)

CULVERT F LAYOUT
STA 256+00.00

SHEET 4 OF 5

DES: MRJ	WILLIAMSON COUNTY	SHEET NO.
CR: EMB	JOB NO.	93

EXHIBIT "C"

DRAINAGE EASEMENT

County Road 110

THE STATE OF TEXAS

,

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

,

That CREEK BEND HOLDINGS, LLC, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of One and No/100 (\$1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual drainage easement interest in, on, over, upon, above and across the below-described Property:

All of that certain 0.043 acre tract of land situated in the Henry Millard Survey, Abstract No. 452 in Williamson County, Texas; said tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes **(Parcel 11M-E)**.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials, improvements, pipes, culverts, storm sewer, grading and related appurtenances and equipment which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon, under and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which the Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the Property.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 26 day of MAY, 2016.

GRANTOR:

Creek Bend Holdings, LLC

By: SD D. Caffey

Printed Name: STUART D. CAFFEY

Its: President, Creek Bend Land Holdings, LLC

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the 26 day of May, 2016 by Stuart Coffey, in the capacity and for the purposes and consideration recited therein.



Deborah Stearns Murphy
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: