

REAL ESTATE CONTRACT

North Mays Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by KFG PALOMA, LLC, a Delaware limited liability company (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 0.026 acre (1,115 Sq. Ft.) tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

together with all and singular the rights and appurtenances pertaining exclusively to the property, (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 Exhibits "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. Parcel 1 is out of Seller's land identified as WCAD Parcel No. R086675 (2.842 acres) (said real property, save and except Parcel 1, being referred to in this Contract as the "Remainder Property").

ARTICLE II PURCHASE PRICE

Purchase Price

2.1. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the Remainder Property of Seller as a result of this conveyance and use of the Property for roadway purposes, shall be the sum of SIXTEEN THOUSAND NINE HUNDRED NINETY-SIX and 00/100 Dollars (\$16,996.00).

Payment of Purchase Price

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

Special Provisions

2.3. As additional compensation for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser shall, at its sole expense (1) construct a new driveway connection to the proposed North Mays improvements to be built by Purchaser, and (2) remove the existing driveway located at the corner of Paloma Lane and Mays Street and construct a curb and gutter connection and revegetate the existing driveway area, all in general compliance with the plan, notes, and specifications as shown in Exhibit "B" attached hereto and incorporated herein. The construction of these items shall be done as part of the proposed North Mays improvement project. Purchaser and its representatives shall not block, prohibit, nor prevent use of Seller's existing driveway which shall remain open for use by Seller and the public until such time as the replacement driveway identified herein becomes accessible and operational, unless otherwise agreed in advance in writing with Purchaser.

By execution of this Contract the Seller agrees to allow Purchaser, its contractors and agents to temporarily access the remaining property of Seller solely for the purpose of carrying out the obligations of this Section and as shown on Exhibit "B". Purchaser will use commercially reasonable efforts to coordinate such access with Seller in such a way as to minimize disruption and interruption of the uses of the remaining property retained by Seller including the Amorrón Park development.

2.4. Seller, its successors and assigns, shall have the right, at their sole option and by providing notice in writing of the desire to exercise such right, to repurchase the Property from Purchaser, its successors or assigns, for the amount of the Purchase Price in the event that a contract for the construction of the proposed North Mays improvements, including construction of the driveway identified in Exhibit "B" and Section 2.03 above, is not awarded within five (5) years after the Closing Date, or completed within five years and six months after the Closing Date. This agreement shall survive Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.1. 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

3.2. 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) To the best of the actual knowledge of Seller's representative, 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

5.1. The Closing shall be held at the office of Capital Title Company on or before July 31st, 2017 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

5.2. At the Closing Seller shall:

(l) 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;

The Deed 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 CapitalTitle 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 the title exceptions set forth in Exhibit B of the Title Policy, 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, at Purchaser's expense;
- (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

5.3. At the Closing, Purchaser shall:

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

Prorations

5.4. 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

5.5. 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 of each party shall be paid by each party 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 \$1,500.00 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.1. 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

8.2. 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

8.3. 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

8.4. 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

8.5. 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

8.6. Time is of the essence in this Contract.

Gender

8.7. 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

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

Compliance

8.9 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:

KFG PALOMA, LLC,
a Delaware limited liability company

By: LARO Properties, L.P.,
a California limited partnership
its Sole Member

By: Elle Properties, Inc.,
a California corporation
its General Partner

By: _____

Address: _____

Its: _____

Date: _____

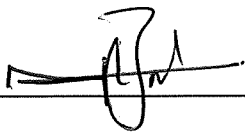
NEXT PAGE

SELLER:

KFG PALOMA, LLC,
a Delaware limited liability company

By: LARO Properties, L.P.,
a California limited partnership
its Sole Member

By: Elle Properties, Inc.,
a California corporation
its General Partner

By:  _____

Its: Vice President

Date: 6/7/2017

Address: 16633 Ventura Blvd #1040
Encino, CA 91436

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis
County Judge

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

Date: 07-13-2017

County: Williamson
Parcel: 1
Highway: No. Mays Extension

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.026 ACRE (1,115 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.845 ACRE LOT 6, FIRST RESUBDIVISION OF AMORRON PARK, A SUBDIVISION OF RECORD IN CABINET F, SLIDE 172-173 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED KFG PALOMA, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015018502 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.026 ACRE (1,115 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found 91.56 feet left of proposed North Mays Baseline Station 30+74.60, being a point of tangency in the northerly Right-of-Way (ROW) line of Paloma Drive (60' ROW width) as depicted on said AmorRon Park Subdivision, same being in the southerly boundary line of said Lot 6;

THENCE, with said northerly ROW line of Paloma Drive, same being the southerly boundary line of said Lot 6, N 77°09'57" E, for a distance of 35.06 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" (Grid Coordinates determined as N=10171019.55, E=3128776.67 (TxSPC Zone 4203) set 56.50 feet left of proposed North Mays Baseline Station 30+74.68, being a point in the proposed westerly ROW line of North Mays Street, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said northerly ROW line of Paloma Drive, with said proposed westerly ROW line, through the interior of said Lot 6, the following five (5) courses:

- 1) **N 09°51'29" W** for a distance of **12.06** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 55.90 feet left of proposed North Mays Baseline Station 30+86.72, for an angle point;
- 2) **N 00°10'05" W** for a distance of **22.28** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 51.06 feet left of proposed North Mays Baseline Station 31+08.47, for an angle point;
- 3) **N 11°41'50" W** for a distance of **84.25** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 52.08 feet left of proposed North Mays Baseline Station 31+89.52, for an angle point;
- 4) **N 08°02'06" W** for a distance of **50.16** feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 52.07 feet left of proposed North Mays Baseline Station 32+37.69, for an angle point;
- 5) **N 10°10'30" W** for a distance of **31.78** feet to a 1/2" iron rod found 54.25 feet left of proposed North Mays Baseline Station 32+68.10, being the northeasterly corner of said Lot 6, same being the southeasterly corner of Lot 2, Resubdivision of Sparks Acres, a subdivision of record in Cabinet E, Slide 16 of the Plat Records of Williamson County, Texas, also being in said westerly boundary line of Lot 1, Final Plat of Tellabs Subdivision, a subdivision of record in Cabinet T, Slide 141-143 of the Plat Records of Williamson County, Texas, for an angle point in said proposed westerly ROW line and the northerly corner of the herein described tract;

- 6) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said Lot 6 and said Lot 1, **S 12°50'18" E** for a distance of **199.75** feet to a 1/2" iron rod found 43.63 feet left of proposed North Mays Baseline Station 30+74.70, in said northerly ROW line of Paloma Drive, being the southeasterly corner of said Lot 6, same being an ell corner in said westerly boundary line of Lot 1, for the southeasterly corner of the herein described tract, and from which a 1/2" iron rod found, being the intersection of said northerly ROW line of Paloma Drive and the easterly ROW line of Tellabs Drive as depicted on said AmorRon Park Subdivision (now North Mays Street), also being an ell corner in said westerly boundary line of Lot 1, bears **N 77°09'57" E**, at a distance of 79.79 feet;
- 7) **THENCE**, departing said Lot 1, with the southerly boundary line of said Lot 6, same being said northerly ROW line of Paloma Drive, **S 77°09'57" W**, for a distance of **12.87** feet to the **POINT OF BEGINNING**, containing 0.026 acres (1,115 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, Lawrence M. Russo, 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.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

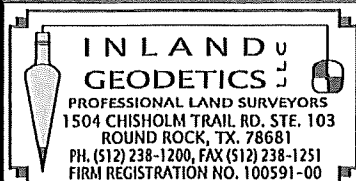
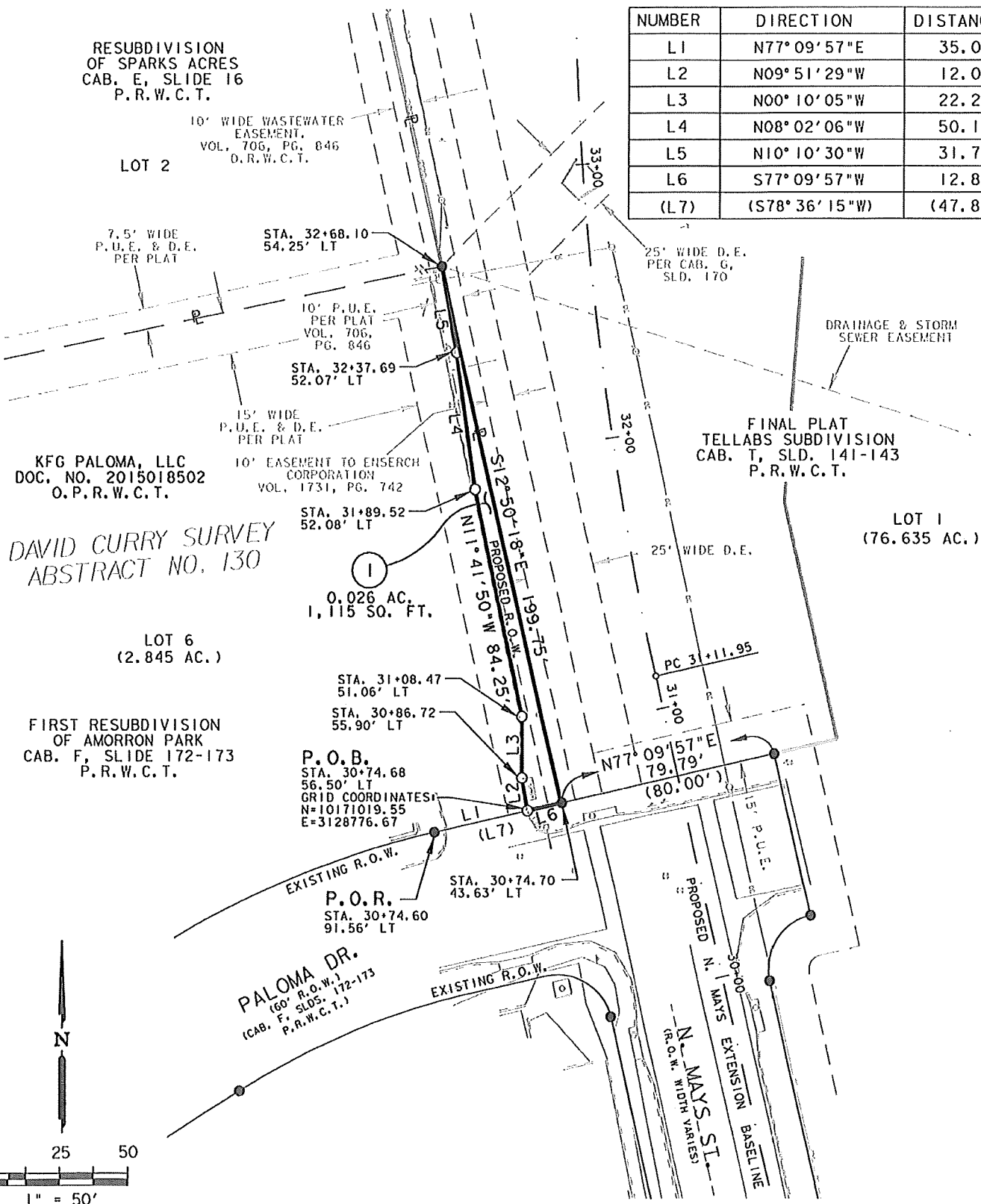

Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/27/17
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	N77°09'57"E	35.06'
L2	N09°51'29"W	12.06'
L3	N00°10'05"W	22.28'
L4	N08°02'06"W	50.16'
L5	N10°10'30"W	31.78'
L6	S77°09'57"W	12.87'
(L7)	(S78°36'15"W)	(47.86')



PARCEL PLAT SHOWING PROPERTY OF

KFG PALOMA, LLC

PARCEL 1

SCALE

1" = 50'

PROJECT

N. MAYS EXTENSION

COUNTY

WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/27/17
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I 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.	OFFICIAL RECORDS
	STAMPED "ROW-5050" SET	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
	(UNLESS NOTED OTHERWISE)	P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293896-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 27, 2017, ISSUE DATE MARCH 3, 2017.

- I. RESTRICTIVE COVENANTS, CABINET F, SLIDES 172-173, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10G. FIFTEEN FOOT (15') PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT ALONG THE EAST PROPERTY LINE(S) RECORDED IN CABINET F, SIDES 172-173, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- H. EASEMENT TO BJ-HUGHES, INC., RECORDED IN VOLUME 706, PAGE 846, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON SAID PLAT RECORDED IN CABINET F, SLIDES 172-173, AFFECTS AS SHOWN.

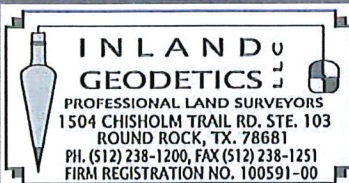
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo
LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE: 05/02/2017



	ACRES	SQUARE FEET
ACQUISITION	0.026	1,115
CALC/DEED AREA	2.845	123,928
REMAINDER AREA	2.819	122,813



PARCEL PLAT SHOWING PROPERTY OF
KFG PALOMA, LLC

SCALE
1" = 50'

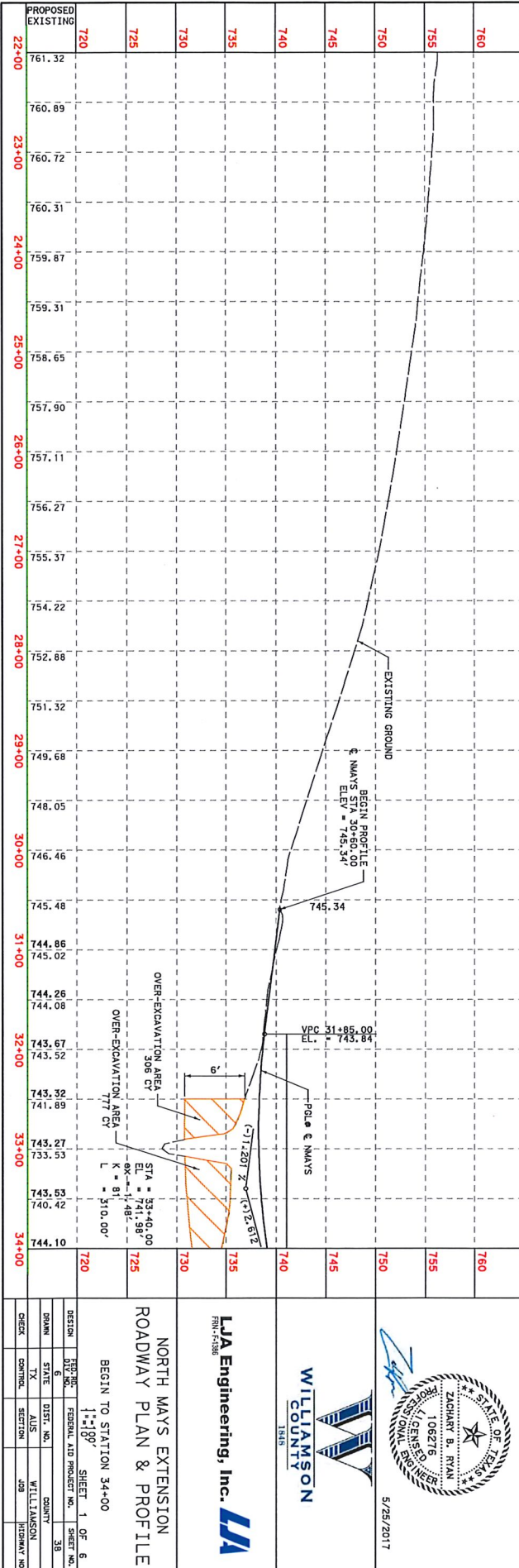
PROJECT
N. MAYS EXTENSION

COUNTY
WILLIAMSON

PARCEL 1

EXHIBIT "B"

5/25/2017
3:59:59 PM
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LEGEND

- NMAYS-31 CURVE ID
- TRAFFIC FLOW
- EXISTING ROW
- PROPOSED ROW
- EXISTING EASEMENT
- 2" MILL & OVERLAY
- REMOVE & REPLACE
- PALETTE BUTTER
- PROPOSED
- BONE HOLE

- NOTES:
1. DIMENSIONS TO CURB ARE SHOWN TO THE FRONT FACE UNLESS OTHERWISE NOTED.
 2. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ALIGNMENT INFORMATION.
 3. INFORMATION LAYOUTS FOR MORE INFORMATION.
 4. SEE DRIVEWAY DETAIL SHEET FOR DRIVEWAY INFORMATION.
 5. ALL UPSTREAM CURB WILL USE 10' TRANSITION. SEE ROADWAY DETAILS SHEET FOR CURB TRANSITION INFORMATION.

0' 25' 50' 100'
SCALE: 1"=100' - HORIZ
1"=10' - VERT



5/25/2017



LJA Engineering, Inc.
FIRM-PL-1586

**NORTH MAYS EXTENSION
ROADWAY PLAN & PROFILE**

DESIGN	DATE	SHEET	1 OF 6
DRAWN	6	FEDERAL AID PROJECT NO.	38
STATE	TX	DIST. NO.	WILLIAMSON
CHECK	CONTROL	SECTION	ROADWAY NO.

EXHIBIT "C"

Parcel 1

SPECIAL WARRANTY DEED

North Mays Street 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 INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That KFG PALOMA, LLC, a Delaware limited liability company, 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 0.026 acre (1,115 Sq. Ft.) tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1)

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/City of Round Rock, 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.

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, by through or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

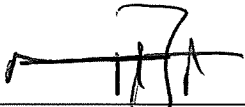
[signature \ page follows]

GRANTOR:

KFG PALOMA, LLC,
a Delaware limited liability company

By: LARO Properties, L.P.,
a California limited partnership
its Sole Member

By: Elle Properties, Inc.,
a California corporation
its General Partner

By: 
Aleks Baharls
Its: Vice President

Date: 6/7/2017

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on this the ____ day of _____,
2017 by _____, in the capacity and for the purposes and consideration
recited therein.

See attached

Notary Public, State of _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

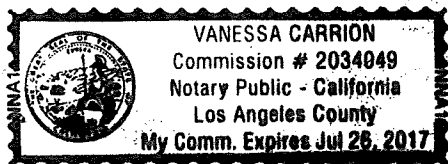
On 06-07-2017 before me, Vanessa Carrion, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Aleksandre Baharlo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Real Estate Contract KFG Paloma Document Date: 6/7/17

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Aleks Baharlo

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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: