

REAL ESTATE CONTRACT

Bagdad Road/CR 278 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT ("Contract") is made by SCR PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit 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 0.033 acre (1,427 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 2)**

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 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.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. 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 remaining property of Seller shall be the sum of THIRTEEN THOUSAND THREE HUNDRED EIGHTY-SEVEN and 00/100 Dollars (\$13,387.00).

Payment of Purchase Price

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 September 15th, 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

5.02. 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.

[signature page follows]

SELLER:

SCR Property Owners Association, Inc.,
a Texas nonprofit corporation


By: 
Jonathan Nobles, President

Address: PO Box 371
Liberty Hill, TX 78642

Date: 8/18/2017

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

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

Date: 08-30-2017

EXHIBIT A

County: Williamson
Parcel No.: 2
Highway: Bagdad Road
Limits: From: 1,500' North of C.R. 278
To: 100' South of Silver Creek Drive

DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.033 ACRE (1,427 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT 393, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK A, SILVER CREEK RANCH PHASE ONE, A SUBDIVISION OF RECORD IN CABINET P, SLIDES 201-203 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), DESCRIBED IN A DEED TO SCR PROPERTY OWNERS ASSOCIATION, INC., RECORDED IN DOCUMENT NUMBER 2007044460 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.033 ACRE (1,427 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the northwest corner of said Lot 1A, said point being on the south line of a 100 acre tract of land as described in a deed to Bagdad I, recorded in Volume 1741, Page 585, O.R.W.C.TX.;

THENCE N 68°57'04" E, with the north line of said Lot 1A, a distance of 990.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 92.44 feet left of Bagdad Road Engineer's Centerline Station (E.C.S.) 543+30.41 on the proposed west right-of-way line of Bagdad Road, a variable width right-of-way, said point being on the south line of a 32.078 acre tract of land as described in a deed to Brickyard I Partnership, recorded in Volume 1574, Page 826, O.R.W.C.TX., for the **POINT OF BEGINNING** (Grid Coordinates= N:10,202,469.83, E:3,059,984.48) and the northwest corner of the parcel described herein;

1) **THENCE** N 68°57'04" E, departing the proposed west right-of-way line of said Bagdad Road, with the common line of said Lot 1A and said 32.078 acre tract, a distance of 57.50 feet to a 1/2-inch iron rod found 36.10 feet left of Bagdad Road E.C.S. 543+41.92 on the existing west right-of-way line of said Bagdad Road, no record information found, for the southeast corner of said 32.078 acre tract, the northeast corner of said Lot 1A and the parcel described herein;

2) **THENCE** S 09°02'53" E, departing the common line of said Lot 1A and said 32.078 acre tract, with the existing west right-of-way line of said Bagdad Road, same being the east line of said Lot 1A, a distance of 25.80 to a calculated point 36.30 feet left of Bagdad Road E.C.S. 543+16.12 at the intersection of the existing west right-of-way line of said Bagdad Road and the existing north right-of-way line of Silver Creek Drive, a 50 foot wide right-of-way, conveyed in said Silver Creek Ranch Phase One plat, for the southeast corner of said Lot 1A and the parcel described herein;

3) **THENCE** S 69°00'17" W, departing the existing west right-of-way line of said Bagdad Road, with the existing north right-of-way line of said Silver Creek Drive, same being the south line of said Lot 1A, a distance of 55.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.85 feet left of Bagdad Road E.C.S. 543+05.03 on the proposed west right-of-way line of said Bagdad Road, for the southwest corner of the parcel described herein;

4) **THENCE** N 13°05'24" W, departing the existing north right-of-way line of said Silver Creek Drive, with the proposed west right-of-way line of said Bagdad Road, over and across said Lot 1A, a distance of 25.43 feet to the **POINT OF BEGINNING**, and containing 0.033 acres (1,427 sq. ft.) of land, more or less, and which 0.012 acres (517 sq. ft.) of additional right-of-way provided for future expansion of C.R. 279, per said plat of Silver Creek Ranch Phase One, lies within the existing right-of-way of said Bagdad Road.

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 1.000140

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, William R. 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.

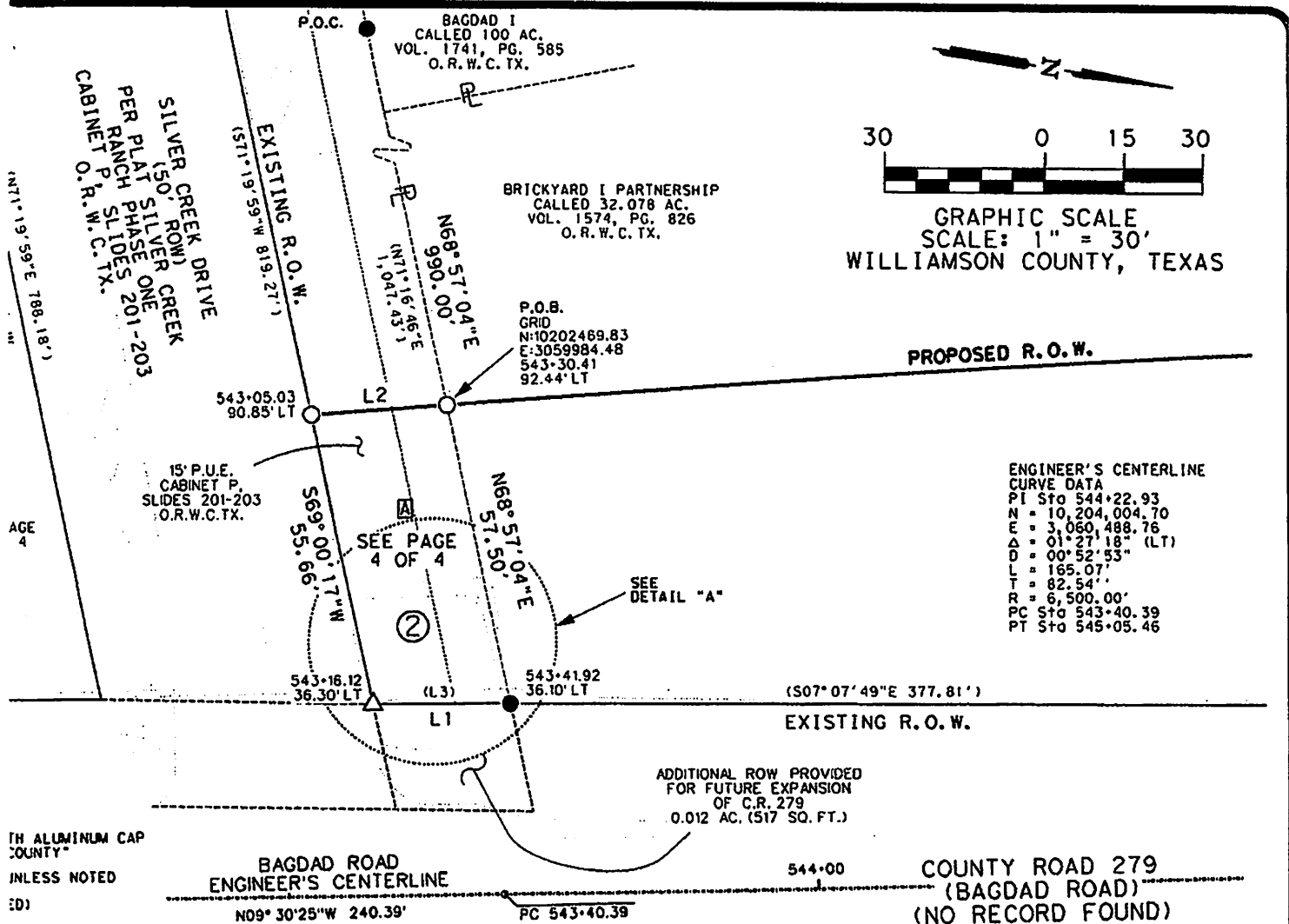
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 28th day of April, 2017.

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



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





FILE: \\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DCN V81\Parcels\P-2_R2.dgn

EXISTING *0.647 AC. ACQUIRE 0.033 AC. REMAINING 0.614 AC. LEFT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SCR PROPERTY OWNERS
ASSOCIATION, INC.
PARCEL 2
0.033 AC. (1,427 SQ. FT.)

EXAS

EXAS
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EXAS

ERSHIP)

PAGE 3 OF 4
REF. FIELD NOTE NO. 32402

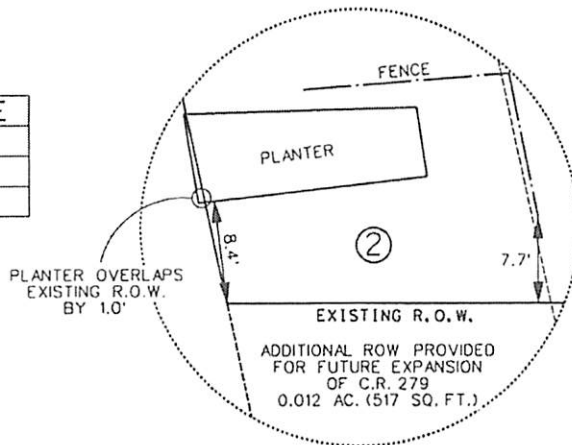
SCR PROPERTY OWNERS
ASSOCIATION, INC.
DOC. NO. 2007044460
O.P.R.W.C. TX.

LOT 1A, BLOCK B
SILVER CREEK RANCH PHASE ONE
CABINET P, SLIDES 201-203
DOC. NO. 9805266
O.R.W.C. TX.

203

NE TABLE

ARING	DISTANCE
'02'53"E	25.80'
'05'24"W	25.43'
'43'11"E)	(25.80')



083/93/NAVD88 TEXAS STATE
ONE. ALL DISTANCES SHOWN ARE
ID BY MULTIPLYING BY A SURFACE
COORDINATES SHOWN ARE IN GRID
MULTIPLYING BY THE SAME FACTOR.
SET.

BENEFIT OF TITLE REPORT, PROVIDED
COMPANY, FILE NO. 16-284619-GT,
ISSUED DATE FEBRUARY 3, 2017,
ID FOR ANY EASEMENTS AND OR
AFFECT SUBJECT TRACT.

ALIGNMENT DERIVED
INC. SCHEMATIC RECEIVED BY

RTY DESCRIPTION OF EVEN DATE.

MADE ON THE GROUND UNDER MY
IS PLAT IS TRUE AND CORRECT TO



DETAIL "A"
NOT TO SCALE

SCR PROPERTY OWNERS
ASSOCIATION, INC.
DOC. NO. 2007044460
O.P.R.W.C. TX.

LOT 1A, BLOCK A
SILVER CREEK RANCH
PHASE ONE
CABINET P, SLIDES 201-203
O.R.W.C. TX.

PARENT TRACT
NOT TO SCALE

ADDITIONAL ROW PROVIDED
FOR FUTURE EXPANSION
OF C.R. 279
0.012 AC. (517 SQ. FT.)

FILE: \\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-2_R2.dgn
PAGE 4 OF 4
REF. FIELD NOTE NO. 32402

EXISTING	*0.647 AC.	ACQUIRE	0.033 AC.	REMAINING	0.614 AC. LEFT
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4/28/2017
DATE



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SCR PROPERTY OWNERS
ASSOCIATION, INC.
PARCEL 2
0.033 AC. (1,427 SQ. FT.)

EXHIBIT "B"

Parcel 2

DEED

Bagdad Road/CR 278 Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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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 SCR PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, 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 0.033 acre (1,427 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 2)

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 Bagdad Road/CR 278.

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 ____ day of _____, 2017.

[signature page follows]

**SCR Property Owners Association, Inc.,
a Texas nonprofit corporation**

ACKNOWLEDGMENT

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

PREPARED IN THE OFFICE OF:

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

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

3.