

REAL ESTATE CONTRACT
O'CONNOR SIGNAL PROJECT

THIS REAL ESTATE CONTRACT ("Contract") is made by SPRING EMERALD FOREST, 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:

All of that certain 0.006 acre (281 SF) tract of land situated in the John H. Dillard Survey, Abstract No. 179, in Williamson County, Texas, being a portion of Lot 38, Block A, FINAL PLAT BRUSHY CREEK VILLAGE P.U.D., a subdivision of record in Cabinet E, Slides 258-260 of the plat records of Williamson County, Texas and corrected in Volume 1272, Page 249 of the Official Records of Williamson County, Texas; said 0.006 acre (281 SF) tract of land 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 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 described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of FOUR THOUSAND FIVE HUNDRED THIRTY-EIGHT and 00/100 Dollars (\$4,538.00).

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 Independence Title Company on or before April 15, 2020, 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 monetary 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) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, 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 party incurring same 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.

[signatures on next page]

SELLER:

SPRING EMERALD FOREST, LLC

By: _____

Name: _____


Its: _____

Address: _____

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr.
County Judge

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

Date: 3/31/20

SELLER:

SPRING EMERALD FOREST, LLC

By: Iskandar Tan

Name: ISKANDAR TAN

Its: MEMBER MANAGING

Date: 3/16/20

Address: PO BOX 91478
AUSTIN TX 78709

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel : 1
Project: WA 7-2019

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.006 ACRE (281 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 38, BLOCK A, FINAL PLAT BRUSHY CREEK VILLAGE P.U.D., A SUBDIVISION OF RECORD IN CABINET E, SLIDES 258-260 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1272, PAGE 249 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED TO SPRING EMERALD FOREST, LLC RECORDED IN DOCUMENT NO. 2016027065 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.006 ACRE (281 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set in the common boundary line of said Lot 38 and Lot 37, Block A of said subdivision, being the proposed northerly Right-of-Way (ROW) line of O'Conner Dr. (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract, and from which an iron rod with plastic cap stamped "B&G Surveying" found, in the southerly ROW line of Village Oak Loop (50' ROW width), being the common northerly corner of said Lot 38 and said Lot 37 bears N 07°53'20" E, at a distance of 110.30 feet;

THENCE, departing said Lot 37 boundary line, through the interior of said Lot 38, with said proposed ROW line, the following two (2) courses:

- 1) **S 73°02'38" E**, for a distance of **25.03** feet to a calculated point in an existing "Sound Wall", for an angle point herein;
- 2) Along said wall, **N 70°59'05" E**, for a distance of **21.65** feet to a mag nail with washer set in the easterly boundary line of said Lot 38, same being the existing westerly ROW line of Pocono Drive (120' width ROW), for the northeasterly corner of the herein described tract and from which, a 1/2" iron rod found, being a point of tangency at the intersecting ROW line of said Pocono Drive, and said Village Oak Loop ROW, same being the easterly boundary line of said Lot 38, bears N 22°54'37" E, at a distance of 74.46 feet;

THENCE, departing said proposed ROW line, with said existing westerly ROW line, same being said easterly boundary line, the following two (2) courses:

- 3) **S 22°54'37" W**, for a distance of **5.57** feet to an iron rod with plastic cap stamped "B&G Surveying" found, for a point of curvature of a curve to the right;
- 4) Along said curve to the right, having a delta angle of **89°53'51"**, a radius of **15.00** feet, an arc length of **23.54** feet and a chord which bears **S 68°16'47" W**, for a distance of **21.20** feet to an iron rod with plastic cap stamped "B&G Surveying" found, being a point of tangency in the existing northerly ROW line of O'Connor Drive (80' ROW width), same being the southwesterly corner of Pocono Drive, for the southeasterly corner of the herein described tract;

- 5) **THENCE**, with said existing northerly ROW line, same being the southerly boundary line of said Lot 38, **N 67°11'57" W**, at a distance of 24.40 feet pass an iron rod with plastic cap stamped "B&G Surveying" found, and continuing for a total distance of **25.00** feet to the calculated common southerly corner of said Lot 38 and Lot 37, for the southwesterly corner of the herein described tract;
- 6) **THENCE**, departing said northerly ROW line, with the common boundary line of said Lot 38 and said Lot 37, **N 07°53'20" E**, for a distance of **3.57** feet to the **POINT OF BEGINNING**, containing 0.006 acre (281 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 §
COUNTY OF WILLIAMSON § § KNOW ALL MEN BY THESE PRESENTS:

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.

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

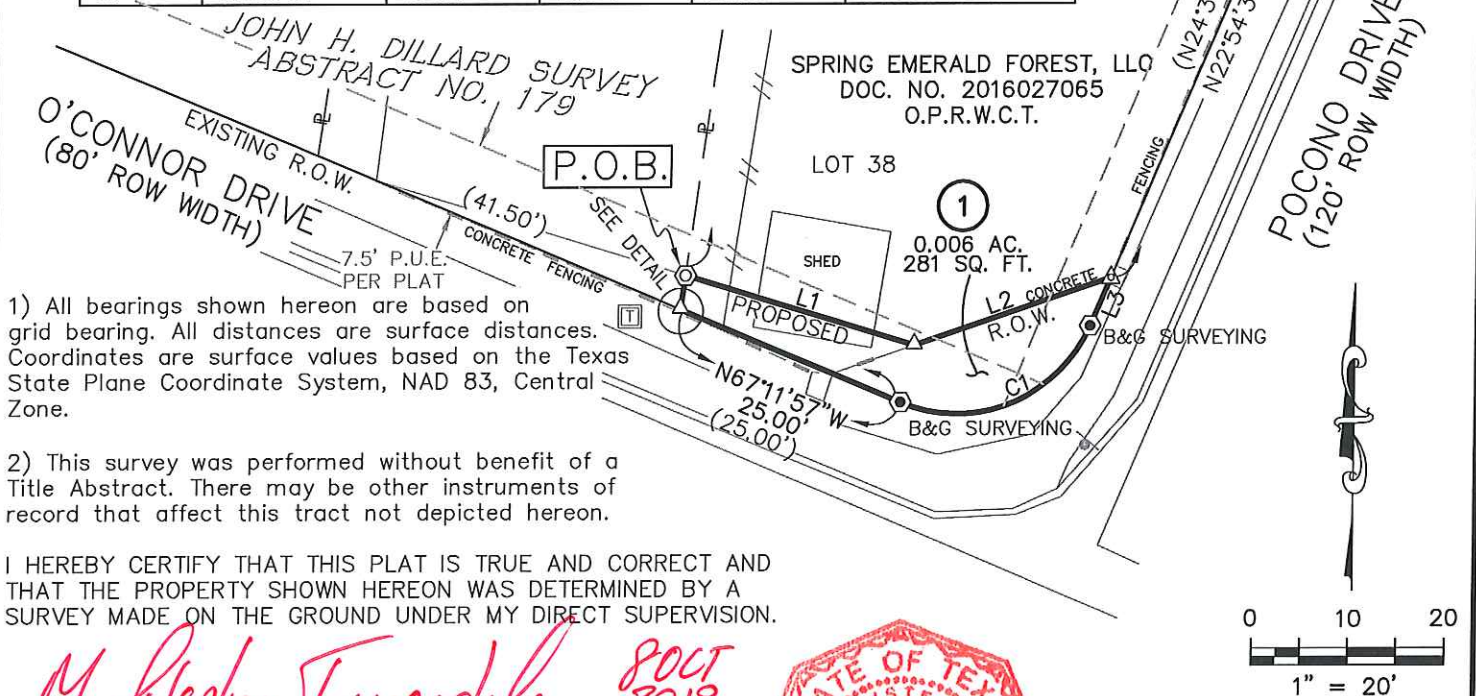


PLAT TO ACCOMPANY DESCRIPTION

△	MAG NAIL W/ WASHER SET
⊗	IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND
	UNLESS NOTED
⊗	CAPPED IRON ROD MARKED
	"INLAND-4933" SET
△	CALCULATED POINT
ℙ	PROPERTY LINE
.W.C.T.	PLAT RECORDS
	WILLIAMSON COUNTY, TEXAS
.W.C.T.	OFFICIAL RECORDS
	WILLIAMSON COUNTY, TEXAS
.O.B.	POINT OF BEGINNING
)	RECORD INFORMATION
— — —	CONCRETE FENCE

NO.	DIRECTION	DISTANCE
L1	S73°02'38"E	25.03'
L2	N70°59'05"E	21.65'
L3	S22°54'37"W	5.57'
L4	N07°53'20"E	3.57'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	89°53'51"	15.00'	23.54'	21.20'	S68°16'47"W

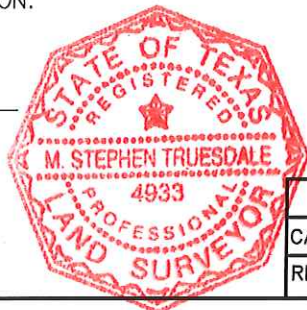


1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

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, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.006	281
CALC/DEED AREA	0.136	5,924
REMAINDER AREA	0.130	5,643

10-03-2019

PARCEL 1
0.006 ACRES
281 SQUARE FEET

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