REAL ESTATE CONTRACT

Seward Junction Southeast

THIS REAL ESTATE CONTRACT ("Contract") is made by LAND UNLIMITED INC. (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:

An approximately 1.7565 acre tract of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas, and being the western portion of the remainder of that certain called 2.67 acre tract of land described in the Deed to Land Unlimited Inc., of record in Document No. 1998064566, Official Public Records of Williamson County, Texas, and as further shown in Exhibit "A", attached hereto and incorporated herein ("County Lot"), the final size of which shall be determined by a boundary survey to be completed at the expense of Purchaser prior to Closing;

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 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 shall be the sum of NINE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$950,000.00).

Pursuant to the terms of that certain Possession and Use Agreement for Transportation Purposes, recorded as Document No. 2018053009 of the Official Records of Williamson County, Texas, Purchaser has previously paid to Seller the amount of \$142,817.00, and which amount is to be deducted from any final purchase or settlement amount. Therefore, the net amount now due and owing to Seller for purchase of the Property in satisfaction of this Contract is EIGHT HUNDRED SEVEN THOUSAND ONE HUNDRED EIGHTY-THREE and 00/100 Dollars (\$807,183.00).

Payment of Purchase Price

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

Special Provisions and Additional Compensation

- 2.03. <u>Subdivision Plat.</u> Seller shall provide Purchaser will all reasonably requested assistance, including specifically execution of submission documents as the owner of the Property, which are required for creating and obtaining a legally compliant subdivision in order to create the County Lot which will be conveyed to Purchaser, and the remaining Land Unlimited Lot to be retained by Seller. The plat shall specifically contain and identify a twelve foot (12') wide public utility easement along the southern border of the County Lot, for utility service to the retained Land Unlimited Lot. All applications and efforts required for platting shall be undertaken at the direction and expense of Purchaser. The satisfaction of this platting requirement shall specifically be a condition precedent to the Closing of this transaction.
- 2.04. Seller Vacation Date. As an obligation which shall survive the Closing of this transaction, and as Additional Compensation for the purchase of the Property herein, Seller shall be allowed a maximum of ninety (90) days after completion of Closing for removal of any personal property not conveyed herein and final vacation and delivery of possession of portions of the County Lot which are not subject to the provisions of the Possession and Use Agreement previously executed between the parties. Seller at its sole cost shall continue to maintain any existing comprehensive commercial public general liability insurance policy in place at the current policy per occurrence claim limits, with Purchaser named as an additional insured, against all claims or demands that may arise or be claimed on account of Seller's business use of the Property after Closing and until the time of final vacation of the premises as provided herein.
- 2.05. <u>Condemnation Suit Dismissal.</u> By execution of this Contract the parties agree that within sixty (60) days after completion of the Closing they shall execute agreed dismissal documents for the currently existing condemnation lawsuit for acquisition of a portion of the Property, which is identified as Cause No. 18-0106-CC3, County Court at Law No. 3, Williamson County, Texas.

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

- 4.01. 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;
- 4.02. The 0.5261 acre portion of the Property described by metes and bounds in Exhibit "B" attached hereto 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 July 31, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 15 days after the completion of the Platting requirement as set out in Section 2.03 above, or 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 County Lot, 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.
- (2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.
- (3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue 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, subject to the provisions of the Seller Vacation Date in Section 2.04 above.

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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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

<u>Notice</u>

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:

LAND UNLIMITED INC.

Name: VENUE + (/ En)i-

Its: TRASINENT

Date: 4-27-20

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.

County Judge

Date: 5/5/2020

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

EXHIBIT "A"

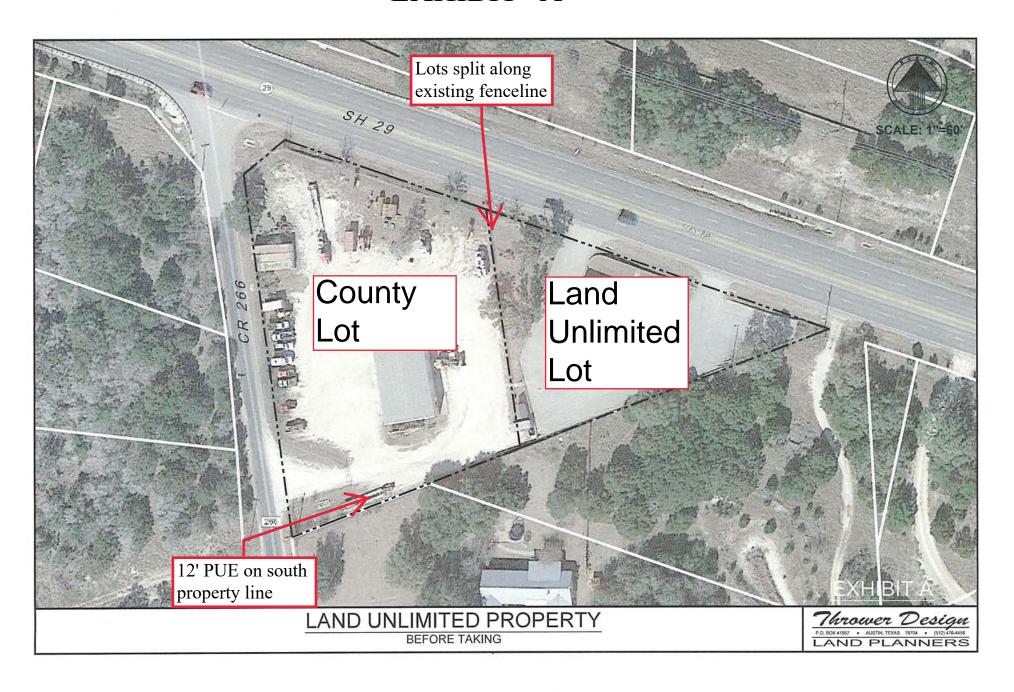


EXHIBIT "B"

0.5261-Ac. Noah Smithwick Survey, A-590, Williamson County, Texas Job No. 5569-02-001 FN1792R2(gt) Page 1 of 5

FIELD NOTES DESCRIPTION - PARCEL 8

DESCRIPTION OF 0.5261 ACRE (22,915 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CERTAIN CALLED 2.67 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO LAND UNLIMITED, INC., OF RECORD IN DOCUMENT NO. 1998064566, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.5261 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, 72.81 feet right of Williamson County Road 266 Baseline Station 269+75.10, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, same being the north line of the said 2.67 acre tract, at the intersection with the east right-of-way line of County Road 266, a varying width right-of-way, same being the east corner of that certain called 0.026 acre right-of-way dedication to Williamson County, Texas, of record in Document No. 2011009566, Official Public Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the tract described herein, and from said calculated point, an iron rod with 1.5-inch aluminum cap stamped "TxDOT" found bears S 49° 11' 33" W, a distance of 0.14 feet;

THENCE S 72° 13' 55" E, with the south right-of-way line of State Highway 29, same being the north line of the said 2.67 acre tract, and with the north line of the tract described herein, a distance of 103.51 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 168.62 feet right of County Road 266 Baseline Station 269+35.92, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of State Highway 29 and crossing the said 2.67 acre tract, with the proposed east right-of-way line of County Road 266, and with the east line of the tract described herein, the following two (2) courses and distances:

- 1. S 51° 38' 56" W, a distance of 87.46 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 96.00 feet right of County Road 266 Baseline Station 268+87.17, for an angle point, and
- 2. S 04° 28' 41" E, a distance of 295.03 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 102.00 feet right of County Road 266 Baseline Station 265+91.98, in the south line of the said 2.67 acre tract, same being the north line of Lot 9, Twenty-Nine Ranch, a subdivision of record in Cabinet K, Slides 115-116, Plat Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE S 67° 28' 06" W, with the south line of the said 2.67 acre tract, same being the north line of Lot 9 of the said Twenty-Nine Ranch subdivision, and with the south line of the tract described herein, a distance of 40.80 feet to a calculated point, 63.21 feet right of County Road 266 Baseline Station 265+79.34, in the existing east right-of-way line of County Road 266, at the southwest corner of the said 2.67 acre tract, same being the northwest corner of Lot 9 of the said Twenty-Nine Ranch subdivision, for the southwest corner of the tract described herein, from which a 1/2-inch iron rod found bears N 08° 41' 56" W, a distance of 2.74 feet;

THENCE with the existing east right-of-way line of County Road 266 and with the west line of the tract described herein, the following two (2) courses and distances:

 N 08° 41' 56" W, with the west line of the said 2.67 acre tract a distance of 365.35 feet to an iron rod with 1.5-inch aluminum cap stamped "TxDOT" found, 30.32 feet right of County Road 266 Baseline Station 269+43.85, at the south corner of the said 0.026 acre tract for an angle point, and 2. N 49° 11' 33" E, crossing the said 2.67 acre tract with the east line of the said 0.026 acre tract, a distance of 52.75 feet to the POINT OF BEGINNING and containing 0.5261 acre (22,915 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid. BOWMAN WORD FILE: FN1792R2(gt)

THE STATE OF TEXAS

888

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

That I, John D. Barnard, 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 during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 12° of January, 2017 A.D.

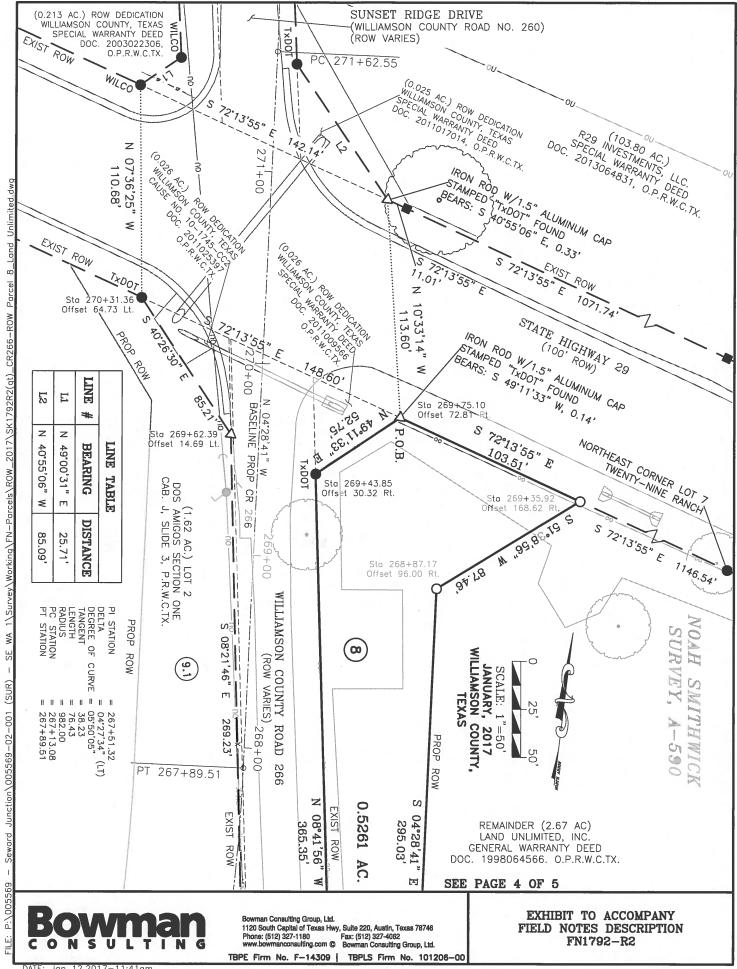
Bowman Consulting Group, Ltd.

Austin, Texas 78746

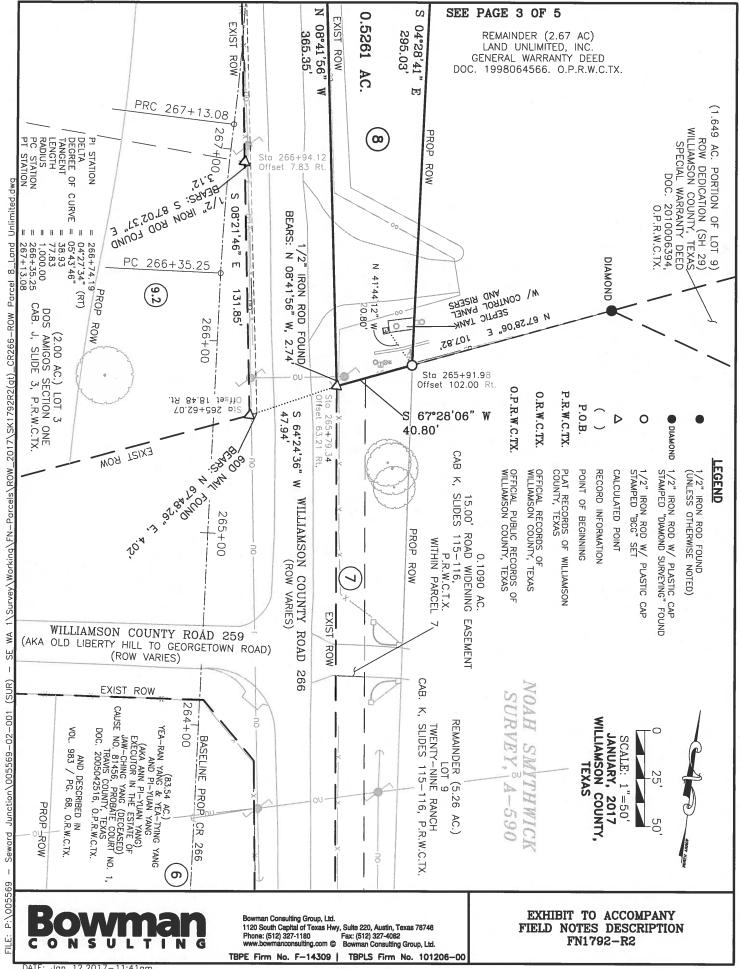
John D. Barnard

Registered Professional Land Surveyor

No. 5749 - State of Texas

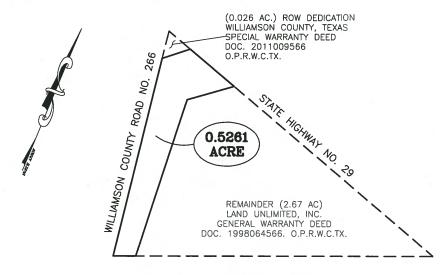


DATE: Jan 12,2017-11:41am



NOTES:

- 1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT
- (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
- 2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
- 3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
- 4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
- 5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.
- 6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
 THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
- 7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET (NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE

RECORD PROPERTY AREA = 2.67 ACRES

DOC. 2011009566 ROW ACQUISITION AREA = 0.026 ACRE

PROPOSED ROW ACQUISITION AREA = 0.5261 ACRE

CALCULATED REMAINDER AREA = 2.1179 ACRES



SURVEYOR CERTIFICATION

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.

DB OLINI D. BARNADD

JOHN D. BARNARD REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5749, STATE OF TEXAS 1/12/2017 DATE

Bowman

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180
www.bowmanconsulting.com Bowman Consulting Group, Ltd.

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1792-R2

45

(SUR)

EXHIBIT "C"

DEED

Seward Junction Southeast

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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 LAND UNLIMITED INC., 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 Lot	, Block	of		, a su	bdivision	of reco	ord
in Williamson County, T	exas, accordin	g to the maj	or plat re	corded	in Cabin	et	,
Slide, Plat Reco	ords of Willia	ımson Coun	ty, Texas,	and as	further	shown	in
Exhibit "A" attached here	eto and incorpo	orated herein	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.

TO HAVE AND TO HOLD the property here all and singular the rights and appurtenances to County, Texas and its assigns forever; and Grant administrators, successors and assigns to Warra premises herein conveyed unto Williamson County whomsoever lawfully claiming or to claim the Grantor, but not otherwise.	hereto in any wise belonging unto Williamson ator does hereby bind itself, its heirs, executors, not and Forever Defend all and singular the said anty, Texas and its assigns against every person	
The portion of the Property described in Exhib the threat of condemnation.	it "B" attached hereto is being conveyed under	
IN WITNESS WHEREOF, this instrument is e 2020.	xecuted on this the day of,	
GRANTOR:		
LAND UNLIMITED INC.		
By:		
Name:		
Its:		
<u>ACKNOWL</u>	EDGMENT	
STATE OF TEXAS	•	
COUNTY OF	§ §	
This instrument was acknowledged before 2020 by, consideration recited therein.	e me on this the day of, in the capacity and for the purposes and	

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 Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626

AFTER RECORDING RETURN TO: