REAL ESTATE CONTRACT

State Highway 130/Chandler Road Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by QT SOUTH 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, (the "Property") described as follows:

Being a 2.942 acre (128,154 square foot) tract of land out of the George Keith Survey, Abstract No. 370, in Williamson County, Texas and a portion of a called 34.500 acre tract of land as described in Document No. 2019028638 of the Official Public Records of Williamson County, Texas; said parcel of land being more particularly described by plat in Exhibit "A" attached hereto and made a part hereof.

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FOUR HUNDRED EIGHTY-SIX THOUSAND NINE HUNDRED EIGHTY-FIVE and 20/100 Dollars (\$486,985.20).

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.
- 3.03. Purchaser acknowledges and agrees that Seller shall have the right for storm water to discharge onto, over, and upon the Property, including the use of and access to any existing drainage system as is currently designed and approved by Williamson County. Any modification of the existing drainage system shall be subject to reasonable approval by Williamson County. The location of any future drainage system on the Property shall be subject to reasonable approval by Williamson County. The provisions of this Section 3.03 shall survive Closing and not merge with the Deed.

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;

ARTICLE V CLOSING Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before September 16, 2022, 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", and deliver a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas, both 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) 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, 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

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.
- 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]

C	FI	I	F	R:
. 7	R . R	7	111	

QT SOUTH, LLC

By: 9uld and
Printed Name: Michael Z. Ward

Title: Real Estate Manage

Date: 7/24/22

Address: 2007 Sam Bass Road, Suite 100 Round Rock, Texas 78681

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell (Aug 16, 2022 14:26 CDT)
Bill Gravell, Jr

Bill Gravell, Jr County Judge

Date: __Aug 16, 2022

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



PLAT MAP RECORDING SHEET

DEDICATOR(s):

QT SOUTH LLC

SUBDIVISION NAME: QT 4178 PHASE 2

PROPERTY IS DESCRIBED AS:

11.473 ACRE GEORGE KEITH SURVEY

ABSTRACT NO 370

SUBMITTED BY: CITY OF ROUND ROCK

DIGITALLY RECORDED

PLAT Fee: \$166.00 05/01/2021 01:38 PM

BMCKENZIE





NO PORTION OF THIS TRACT IS ENCROACHED BY THE ULTIMATE 1% ANNUAL FLOODPLAI

THE CONSTRUCTION OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROL CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSI

NO STRUCTURE OF LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

16

5

ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

IT IS THE RESPONSIBILITY OF THE COMMEN, NOT THE COUNTY OR THE CITY OF ROUND ROCK, TO ASSURE COUNTING THE WITH THE PROVISIONS OF ALL LANCOLLES FEEDER ALL MODE COUNTING AND THE PLATING AND DEFECTORMENT OF THIS RACPERTY.

IMPROFEMENTS WITHEN THE COUNTY ROAD RIGHT-OF-WAY INCLIDING, BUT NOT LIMITED TO, LANDSCAPING, REGAINDO, LIMING, CASTON SIGNS, IS PROHINTED WITHOUT HISTOGRAMMO AN EXECUTED LICENSE. REMEMENT WITH WILLIAMSON COUNTY.

ADJOINING EXISTING RIGHT-OF-WAYS AND CENTERLINES ARE SHOWN GRAPHICALLY EXAGE

ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE

A PIFTEEN-FOOT (19) PUE AND A TEN FOOT (10) SIDEMALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY COMPEYED FOR ALL LOTS ABUTTING SH-130 THIS PLAT CONFORMS TO THE PRELIMINARY PLAT (PP2011-002) APPROVED BY THE PLANNING AND ZONIN COMMISSION ON DECEMBER 16, 2020. ø

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT WHERE RUPAL MALE ROXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF PAVENED FOR BEHIND CLIRES, WHEN USED, ALL MALBOXES-WITHIN COLNETY ARTERAL, RIGHT-CF-WIN, SHALL MEET THE CLIRRENT TODOT STANDARDS, ANY MALBOX THAT DOES NOT MEET THIS REQUIRED. WAY BE REMOVED.

THIS SLIBDYISION IS SIBLECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON CONTITY SUDMINISTON REGULATIONS, SECTION BITLI, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BESTOND EDISTING CONDITIONS. EXCEPT IN CRETARN ISOLATED AREAS REQUIRED TO MEET ACCESSBULTY REQUIREMENTS. THE MINIMAN LOWEST PROPELED FOOR ELECATION SHALL BE ONE FEDOT HEIGHT THAN THE HIGHEST SHOT ELECATION HAND STUDANED WITHAN THE FED OUTSIDE THE PREMETER OF THE BUILDING OR ONE FOOT ABOVE THE FER WICKERS IS VIGIRED.

SEWER SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY OSSF

13

STATE OF TEXAS COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE LED DAY OF MALKEY. 30 ZI SY NATTHEN AS PRESIDENT OF OT SOUTHILLS, A TEXAS LAHTED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY. NOTARY PUBLIC, STATE OF TEXAS OF MAJORITH.

FIELD NOTES FOR AN 11.473 ACRE TRACT OF LAND

TRACT OF LAWD, OUT OF THE GEOFREE KETTIN SKIPPET, ABSTRACT 30's WILLIAMSON COLUMY. TEVAS OF A CALLED 54.300 AQPET TRANSON ROLE OF THE DEPOSATION OF WILLIAMSON COLUMY. TEVAS, SAUD 11-47A CARE TRACT ENGINE BEING MORE PARTICULARLY.

RESIDENTAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT OF WAY, THE PROPERTY OWNER SHALL BE PONSIBLE FOR ADEQUATE SET-BACK ANDIOR SOUND ABATEMENT MEASURES FOR FUTURE NOSE MITIGATION.

TXDOT NOTES

MANDAM ACCESS FOUND TO STATE HIGHMAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY ACCESS MANDERS FOR MANDAM ACCESS WANTED ACCESS FOR THE ACCESS FOR MANDAM ACCESS FOR WALLEY FROD DESCRIPTION OF THE ACCESS FOR T

IF SICEMALIS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEMALK PETAIT MIST BE APPROVED. TYOUT PRIOR TO OVERTHOUTIVEN WITHIN STATE RIGHT-OF-WIN. LOCATIONS OF SIDEMALIS WITHIN STATE RIGHT-OF-WIN. LOCATIONS OF SIDEMALIS WITHIN STATE. RIGHT-OF-WIN. SHALL BE INSECTED BY TROUT.

A FORM OF THOUROD, IT THE MOTH BID OF A CUTBACK AT THE MITEMECTION OF THE WEST WAY WE OF COLORISM THOOL OF SENDED IN LOCALISM THIN OF CHANGE, A MOBILE MEMBER OF CHANGE AT THE MOST WAY. WHICH WE NOW THE WEST OF THE WEST OF THE WILLIAM SENDED AT THOUSE AND WOTH INSTITUTION. AND WOTH INSTITUTION WHICH THOUSE AND WOTH INSTITUTION OF CHANGES WHITH ADDRESSMEN IN SENDEMENT ADDRESSMEN SENDEMENT ADDRESS WEST WAS INSTITUTION.

THENCE. WITH THE MORTH RIGHT-OF-WAY LINE OF CHANDLER ROAD, AND THE SOUTH LINE OF SAID 34,500 ACRE TRACT, THE FOLLOWING THREE (3) COURSES: 1, 8 ar en 'ar wi a distribuca dir Auf FEET to a FOUND y's Noon Noon with a Puastic Cup strauffed 1482 FOI The South Book of Saud Distribuck. The Lands FOUNDER'S YOUNDEST CONNERS AND A FOUNT OF CURNATUR Of the Outside Ander Theory and the Thach Theodories Distribus. 2 WITH A KNOH, YAKGENT CLEME TO THE LEST WANNER A RADIUS OF 2000 OF FEET, AM ARC LENGTH OF 166.00 FEET A DELITA MANGLE OF USING YEST OF WAS 1978 WHO FEET OF WEST OF THE THICKNOH TOWN WITH A RED PLASTIC COPS TAMBED "WITHIN HOOVER ENGS SURVEY" FOR A POINT OF TAMBED. A S BY SHE WHILE THOUGH THE SENSE OF BELLE FEET TO A FOUND SY ROW HOOD FOR A INCRIMENSE CONNERS OF SHO MONGLIST ROW, IN THE SENSEED SHE HOST-SHEME USE OF STITE HORSENING. AN ANADOLE WITH RESISTANCE, AS DESCRIBED IN TOOLSHEME TO ANOMARING OF THE CHITCAL MALLO RECOVERS OF THAT DESCRIBED HERBIN.

REFERENCED PROPERTY IS IN 'NO SCREEN', AREAS OF MINIMAL FLOOD HAZARD-ZONE X, AS INDICATED ON FEMA FLOOD PANEL 505 OF 750, MAP NO, 4849103608F, DECEMBER 20, 2019 1/2" RON RODS WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEYING" SET AT ALL INTERIOR LOT CORNERS UNLESS OTHERWISE MOTED.

BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM 4203, NORTH AMERICAN DATUM (NAD) OF 1983.

THENCE: WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 AND THE SOUTHERLY AND WESTERL. LINES OF SAID 34,500 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES. 2.8 80" 00" 4" W, A DISTANCE OF 38554 FEET TO A FOUND 58" IRON ROD WITH AN ALUMANIAN CAP STAMPS TYDOT FOR THE SOUTHWEST CORNER AND A POINT OF CHRYATURE OF SAID 34,500 ACRE TRACT AND TH TRACT DESCRIBED HERBH,

4. N 38° 34° 24° W, A DISTANCE OF 397.78 FEET TO A SET ¼" RON ROD WITH A RED PLASTIC CAP STAMPED "MATAIN HOOVER ENG & SURVEY" FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN, 3. WITH A NON-TANGENT CURVE TO THE LEFT HAVING DELTA ANGLE OF 069" 39' 07" AND A CHORD BEARS, IRON ROD WITH AN ALUMINUM CAP STAMPED "TXDO

MAINTENENCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNE

NO STRUCTURE OR LUND IN THIS PLAT SHALL HEREAFTER BELLOCATED OR ALTERED WITHOUT FRIST OBTY PLOORPLAN KOMINISTRATOR: FLOORPLAN KOMINISTRATOR:

HENCE, WITH THE WEST REPORT CHARM, THE OF COMMITY ROLD ON STREAM THE EAST LINE OF SUD MAJOR THE THE AT STREAM THE STREAM

- Terron Evertson DATE 4/12/2021

3.5 14" EZ 07" E, A DISTANCE OF 284.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.473 ACRES OF LAND SITUATED IN WILLMASON COUNTY, TEXAS. PREPARED: March 17, 2021 TRACKING NO.: FP2011-007

APPROVED THIS \$\int_{\omega}\text{ DAY OF THE CETY PLANNING AND ZOUNG COMMISSION OF THE COTT OF RUING NOW, TO AND AUTHORIZED TO BE TILED FOR RECORD OF THE COUNTY CLERK OF WILLIAMSON COUNTY.

COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREG OCULT OF A CATHERITORIAN, WAS FILED FOR RECORDS IN MY CEBES ON COLOCK FLA. AND DILY RECORDED ON THE SE DAY OF A LAND RECORDS OF SAID COUNTY, IN DOCUMENT NO. SEAL OF SET SAID COUNTY, IN DOCUMENT NO.

QT 4178 PHASE 2

Doc # 2021081313

FINAL PLAT

COUNTY, TEXAS ÁND BEING ALL OF A CALLED 11.473 ACRE TRACT OF LAND AS DESC KUMBINT NO. 2021028302 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUN ESTABLISHING LOT 1, BLOCK A (INCLUSINE OF A 2.942 ACRE RIGHT-OF-WAY RESER

& SURVEYING

PRINTED NAME**GAIN. PACE LEASE**ANY COMMISSION EXPIRES **214116**

STATE OF TEXAS COUNTY OF WILLIAMSON

THAT THE CORNER MONIMENTS
UNDER MY PERSONAL SUPERVIS
SUBDIVISION DESIGN AND CONS'
CODE, CODE OF ORDINANCES, C
THIS TRACT IS NOT LOCATED WIT

STATE OF TEXAS COUNTY OF WILLI

COTTON GIN SPINDLE IN ASPIVALT ON THE WEST SIDE OF CH NORTHEAST CORNER OF THE SUBJECT PROPERTY.

GEOLD IZA

THAT I, JOSHUA J. VALENTA , CONTAINED ON THIS PLAT CO

Con N. Longer Arthuron 1912 2001

DICTION OF THE CITY OF ROUND

WITHERS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY COURT OF SAID COUNTY, AT DETIGN HAND THE COUNTY, AT DETIGN HAND Brende Milenge Brende Milene NANCY RISTER, CLERK, COUNTY COURT WILLIAMSON COUNTY, TEXAS

SHEET 2 OF 2