

Real Estate Purchase Contract

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in paragraph A.1., for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: Bastrop Economic Development Corporation

Address: Attn: Shawn Kirkpatrick
301 Hwy 71 W., Suite 214
Bastrop, Texas 78602

Phone: (512) 303-9700
Email: shawn@bastropedc.org

Type of entity: A Texas Municipal Development Corporation

Seller's Attorney: Habib H. Erkan Jr.

Address: Denton Navarro Rocha Bernal & Zech, P.C., 2517 N. Main Avenue,
San Antonio, Texas 78212

Phone: (210) 227-3243
Fax: (210) 225-4481
Email: habib.erkhan@rampage-sa.com

Seller's Broker: None

Buyer: Bastrop County, Texas

Address: Bastrop County
c/o County Judge Paul Pape
PO Box 579
Bastrop, TX 78602

Phone: (512) 332-7201
Fax: (512) 581-7103
Email: paul.pape@co.bastrop.tx.us

Type of entity: A Texas County Government

Real Estate Contract/Bastrop County

Buyer's Attorney: Christine P. Files

Address: 702 Chestnut Street
Suite 105
Bastrop, TX 78602

Phone: (512) 303-4631
Fax: (512) 697-8461
Email: filescp@sbcglobal.net

Buyer's Broker: None

Property: The real property that is legally described as Bastrop Business and Industrial Park, Phase 1, Block B, Lot 1-A, Acres: 9.525, (Replat of BLK B & Lot 3A, BLK D) and assigned Property ID No. 79964 by Bastrop County Tax Appraiser.

Title Company: Independence Title

Address: Attn: Angie Kana, Escrow Officer
301 Hwy 71 West, Suite 106

Phone: (512) 303-2567
Fax: (512) 321-2558
Email: akana@independencetitle.com

Underwriter: To be determined by Title Company

Purchase Price: \$100,000.00

Earnest Money: \$500.00

Surveyor: Bowman Consulting Group, Ltd.

Survey Category: Category I-B, Texas Standard Survey

County for Performance: Bastrop County

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. **Earnest Money Deadline:** Buyer shall deposit earnest money with Title Company within three (3) business days of Buyer's execution of this Contract.

2. Delivery of Title Commitment: Twenty (20) days after the Effective Date. The Title Commitment shall be revised to show the Facility Easement, as described in the Special Conditions in Section D, and be delivered to Buyer within twenty (20) days of completion of the Facility.

3. Delivery of Survey: The survey shall be delivered ten (10) days after the Facility is completed.

4. Intentionally Omitted

5. Delivery of legible copies of instruments referenced in the Title Commitment, and Survey, thirty (30) days after the Effective Date.

6. Delivery of Title Objections: Fifteen (15) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.

7. Delivery of Seller's records as specified in **Exhibit "C"**: Thirty (30) days after the Effective Date.

8. End of Inspection Period: Twenty (20) days after completion of the Facility.

9. Closing Date: Three (3) days after end of inspection period.

10. Closing Time: 2:00 p.m.

B. Closing Documents

1. At closing, Seller will deliver the following items:

Warranty Deed, substantially in the same form as **Exhibit "E"**.

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

Notices, statements, and certificates as specified in Exhibit "D"

2. At closing, Buyer will deliver the following items:

Balance of Purchase Price

Evidence of Buyer's authority to close this transaction

Deceptive Trade Practices Act waiver

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of

Texas) will be prepared using those forms.

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A1 — Metes and bounds description of the Property

Exhibit A2 — Subdivision plat description of the Property, without the Facility to be constructed as required by the Special Conditions herein.

Exhibit B — Representations by Seller and Buyer

Exhibit C — Seller's Records

Exhibit D — Notices, Statements, and Certificates

Exhibit E — Form of the Warranty Deed

Exhibit F — Detention Benefitted Tracts

D. Purchase and Sale of Property

1. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property, subject to the Special Conditions and Disclaimers set out in this Section D.

2. **Special Conditions.** Before the Closing Date, Seller shall cause to be constructed on the property a Regional Storm Water Detention Facility (the "Facility"), which shall serve to provide storm water drainage retention or detention for the Property; other properties located within the Bastrop Business and Industrial Park; and other properties owned by Buyer that and adjoin the Bastrop Business and Industrial Park. It is the intent of the parties that operation and maintenances of the Facility be memorialized by separate instrument; and, that these Special Conditions shall control until such separate instrument is executed by Seller and Buyer. In that regard, it is agreed that these Special Conditions shall survive the closing on this contract; and shall continue until terminated by separate instrument executed by both Seller and Buyer. Until such termination, the construction and operation of the Facility, and the closing on this contract, shall be subject to the following:

a. **Location:** It is the intent of the parties that the Facility shall be constructed on the Property at such location that is mutually beneficial to the parties with reasonable consideration given to minimize interference with Buyer's intended use and maximizing the facility's effectiveness to provide regional storm water retention or detention. Seller and Buyer shall negotiate in good faith to achieve this objective; and

b. **Size:** The surface area of the Facility shall not exceed 2.0 acres.

c. Purpose: The Facility shall provide storm water drainage detention or retention for the Property as described in **Exhibit "F"**.

d. Construction: All costs associated with the design and construction of the Facility shall be incurred by Seller.

e. Construction prerequisite to Closing. Notwithstanding any provision in this contract to the contrary, closing on the sale of the Property contemplated by this contract shall not occur until the construction of the Facility is complete; and Seller promises to use its best efforts to complete construction of the Facility on or before September 30, 2018, but in the event that the Facility is not completed by such date Buyer's sole remedy is to terminate this Contract, in which case neither party shall have any further obligation to the other under this contract.

f. Maintenance and repair. After completion of the construction of the Facility the responsibility and all costs associated with the Facility's maintenance and repair shall be borne by Buyer.

g. Waiver of Property Owner Assessments. In addition to the consideration stated in this contract, Seller agrees, in exchange for Buyer's promise to be responsible for continued maintenance and repair of the Facility, Buyer shall never be liable for any assessment made on properties within the Bastrop Business and Industrial Park by the Bastrop Business and Industrial Park Property Owners Association, when same is established.

h. Facility Easement. At closing the Property shall be conveyed to Buyer with the reservation of an easement by Seller covering the area on which the Facility is located and allowing for ingress and egress thereto by Seller.

3. Disclaimer regarding Representations and Warranties of Seller. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT BUYER PRIOR TO THE CLOSING DATE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. BUYER ACKNOWLEDGES THAT IT IS FULLY RELYING ON BUYER'S (OR BUYER'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF SELLER'S REPRESENTATIVES. BUYER ACKNOWLEDGES THAT BUYER HAS (OR BUYER'S REPRESENTATIVES HAVE), OR PRIOR TO THE DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE

CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY). BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE ANY AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS RESPECT TO (A) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, (B) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE THAT MAY EFFECT THE PROPERTY, (C) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (D) THE INCOME TO BE DERIVED FROM OR THE EXPENSES GENERATED BY THE PROPERTY, (E) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE PROPERTY FOR ITS OPERATION WITH ANY LAWS, RULES. ORDINANCE (INCLUDING ZONING ORDINANCE, IF ANY) OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (G) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, REPRESENTATIONS REGARDING ANY HAZARDOUS SUBSTANCE OR TOXIC MATERIALS (INCLUDING ANY ASBESTOS, UNDERGROUND STORAGE TANKS OR ANY OTHER SUBSTANCE WHICH IS PROHIBITED BY STATE OR FEDERAL LAW), OR SOLID WASTE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED AND REGULATIONS PROMULGATED THEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS, BUYER HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS AND ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF

Seller: SAK Buyer: PP

ACTION, DEMANDS, RIGHTS, DAMAGES, LIABILITIES, COST AND EXPENSES WHATSOEVER (INCLUDING COURT COSTS AND ATTORNEY'S FEES), DIRECT OR INDIRECT, KNOWN OR UNKNOWN, OR FORESEEN OR UNFORESEEN, WHICH BUYER NOW HAS OR WHICH MAY ARISE IN THE FUTURE, ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF OR IN CONNECTION WITH THE PHYSICAL CONDITIONS OF THE PROPERTY OR ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY APPLICABLE THERETO. The above provision will appear in the Deed.

4. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will become part of the Earnest Money.

F. Title and Survey

1. **Review of Title.** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. **Title Commitment; Title Policy.** "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. **Survey.** "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Seller, Buyer, and Title Company, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. Intentionally deleted.

5. **Delivery of Title Commitment, Survey, and Legible Copies.** Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2.;

and Seller shall deliver legible copies of the instruments referenced in the Title Commitment, by the deadline stated in paragraph A.5.

6. **Title Objections.** Buyer has until the deadline stated in paragraph A.6. (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment, to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. **Review of Seller’s Records.** Seller will deliver to Buyer copies of Seller’s records specified in Exhibit C, or otherwise make those records available for Buyer’s review, by the deadline stated in paragraph A.7.

2. **Entry onto the Property.** Buyer may enter the Property before closing to inspect it at Buyer’s cost, and Buyer’s consulting engineer, its agents and subcontractors, may enter unto the Property subject to the following:

- a. Buyer must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.
- b. Buyer may not interfere in any material manner with existing operations or occupants of the Property.
- c. Buyer must notify Seller in advance of Buyer’s plans to conduct tests so that Seller may be present during the tests.
- d. If the Property is physically altered because of Buyer’s inspections, Buyer must return the Property to its preinspection condition promptly after the

alteration occurs.

- e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days after their preparation or receipt.
- f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. ***Environmental Assessment.*** Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

4. ***Buyer's Right to Terminate.*** Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

5. ***Buyer's Indemnity and Release of Seller***

- a. ***Indemnity.*** Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
- b. ***Release.*** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. ***Maintenance and Operation.*** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; and (c) comply with all contracts, laws, and governmental regulations affecting the Property. Until the end of the

Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent.

2. **Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). The Purchase Price will be reduced by the cost to repair the casualty damage.

3. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. **Claims; Hearings.** Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. **Cooperation.** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **No Recording.** Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. ***Disposition of Earnest Money after Termination***

- a. ***To Buyer.*** If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five (5) days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.
- b. ***To Seller.*** If Seller terminates this contract in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five (5) days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

2. ***Duties after Termination.*** If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

K. Closing

1. ***Closing.*** This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. ***Closing Documents. Title Company Documents.*** The parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. ***Payment of Purchase Price.*** Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract. The Earnest Money will be applied to the Purchase Price.
- c. ***Disbursement of Funds; Recording; Copies.*** Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. ***Delivery of Originals.*** Seller will deliver to Buyer the originals of Seller's Records.

- e. **Possession.** Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any liens and security interests created at closing to secure financing for the Purchase Price.

2. **Transaction Costs**

- a. **Seller's Costs.** Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; [include if applicable: Title Company's inspection fee to delete from the Title Policy the customary exception for rights of parties in possession;] the costs to obtain the [Survey, UCC Search, and] certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.5. and Seller's records; any other costs expressly required to be paid by Seller in this contract; and Seller's attorney's fees and expenses.
- b. **Buyer's Costs.** Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; [include if applicable: the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by Buyer; the costs of work required by Buyer to have the Survey reflect matters other than those required under this contract except changes required for curative purposes;] the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; and Buyer's attorney's fees and expenses.
- c. **Ad Valorem Taxes.** Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as a credit to the Purchase Price. Buyer assumes the obligation to pay, and shall pay in full, such taxes before delinquency. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty (30) days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes (including any

penalties, interest, and attorney's fees) due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:

- i. If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.
 - ii. If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- d. ***Income and Expenses.*** Except as provided in the paragraph immediately above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten (10) days after notice of Buyer's invoice.
- e. ***Post-closing Adjustments.*** If errors in the proration made at closing are identified within ninety (90) days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.
- f. ***Brokers' Commissions.*** Neither Buyer nor Seller has engaged a Broker in regard to this transaction. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not.

3. ***Issuance of Title Policy.*** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. ***Seller's Default; Remedies before Closing.*** If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of

the Effective Date or on the Closing Date (“Seller’s Default”), Buyer may elect either of the following as its sole and exclusive remedy before closing:

- a. **Termination; Liquidated Damages.** Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller’s Default relates to the untruth or incorrectness of Seller’s representations for reasons not reasonably within Seller’s control, if Seller’s Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer’s actual out-of-pocket expenses incurred to investigate the Property after the Effective Date (“Buyer’s Expenses”), within ten (10) days after Seller’s receipt of an invoice from Buyer stating the amount of Buyer’s Expenses accompanied by reasonable evidence of Buyer’s Expenses.
- b. **Specific Performance.** Unless Seller’s Default relates to the untruth or incorrectness of Seller’s representations for reasons not reasonably within Seller’s control, Buyer may enforce specific performance of Seller’s obligations under this contract, but any such action must be initiated, if at all, within ninety (90) days after the breach or alleged breach of this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. **Seller’s Default; Remedies after Closing.** If Seller’s representations are not true and correct at closing for reasons reasonably within Seller’s control and Buyer does not become aware of the untruth or incorrectness until after closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

3. **Buyer’s Default; Remedies before Closing.** If Buyer fails to perform any of its obligations under this contract (“Buyer’s Default”), Seller may terminate this contract by giving notice to Buyer on or before closing and have the Earnest Money paid to Seller. If Buyer’s Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller’s actual out-of-pocket expenses incurred after the Effective Date to perform its obligations under this contract (“Seller’s Expenses”) within ten (10) days after Buyer’s receipt of an invoice from Seller stating the amount of Seller’s Expenses accompanied by reasonable evidence of Seller’s Expenses. The foregoing constitutes Seller’s sole and exclusive remedies for a default by Buyer before closing.

4. **Buyer's Default; Remedies after Closing.** If Buyer fails to perform any of its obligations under this contract that survive closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

5. **Liquidated Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that Buyer's Liquidated Damages or the Earnest Money are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

6. **Attorney's Fees.** If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday. Notice may not be given by e-mail. Any address for notice may be changed by not less than ten (10) days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. **Entire Agreement.** This contract, its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer that are not in those documents.

3. **Amendment.** This contract may be amended only by an instrument in writing signed by the parties.

4. **Prohibition of Assignment.** Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. **Survival.** The provisions of this contract that expressly survive termination or closing and other obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control.

6. **Choice of Law; Venue.** This contract is to be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance.

7. **Waiver of Default.** Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.

9. **Severability.** If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

10. **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

11. **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

12. **Counterparts.** If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

13. **Confidentiality.** This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

14. **Binding Effect.** This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER:

Bastrop Economic Development Corporation

By: MAK

Name: Shawn A Kirkpatrick

Title: Executive Director

Date: 12/14/2017

BUYER:

Bastrop County, Texas

By: Paul Pape

Name: Paul Pape

Title: County Judge

Date: 1-8-18

Real Estate Contract/Bastrop County

Title Company acknowledges receipt of Earnest Money in the amount of \$500.00 and a copy of this contract executed by both Buyer and Seller.

TITLE COMPANY:

Independence Title

By Cash Hester for Angi Kan

Name: Independence Title

301 Highway 71 West, Suite 106

Title: Bastrop, TX 78602

Date: 1/10/18

Seller: SAK Buyer: PK

**Real Estate Sales Contract Exhibit A1
Metes and Bounds Description of the Land**

Bastrop Business And Industrial Park, Phase 1, BLOCK B, Lot 1-A, ACRES 9.525,
(REPLAT OF BLK B & LOT 3A, BLK D)

**Real Estate Sales Contract Exhibit A2
Subdivision Plat**

**Real Estate Sales Contract Exhibit B
Representations; Environmental Matters**

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received written notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.

6. *No Other Obligation to Sell the Property or Restriction against Sale.* Except for granting a security interest in the Property, Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

8. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

9. *No Warranty.* Seller has made no warranty in connection with this contract.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Buyer is a Home Rule Municipal Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Buyer.

**Real Estate Sales Contract Exhibit C
Seller's Records**

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.7

Governmental

- Governmental licenses, certificates, permits, and approvals
- Tax statements for the current year and the last three years
- Notices of appraised value for the current year and the last three years
- Records of any tax exemption, special use, or other valuation or exemption applicable to the Property
- Records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

- Soil reports
- Environmental reports and other information regarding the environmental condition of the Property
- Water rights
- Engineering reports
- Prior surveys
- Site plans

Licenses, Agreements, and Encumbrances

All licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located.

Real Estate Sales Contract Exhibit D

A. All Real Property Transaction Notices

1. *Storage Tanks Disclosure Provider.* Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.

2. *Notice to Purchaser Regarding Restrictive Covenants.* Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.

3. *Notice Regarding Possible Liability for Additional Taxes.* Notice of additional tax liability for vacant land that has been subject to a special tax appraisal method, described in section 5.010 of the Texas Property Code.

4. *Notice Regarding Possible Annexation.* Notice concerning the sale of property located outside the limits of a municipality that may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality, described in section 5.011 of the Texas Property Code.

5. *Notice for Unimproved Property in a Certificated Service Area of a Utility Service Provider.* Notice for property in a certificated service area of a utility service provider, described in section 13.257 of the Texas Water Code.

Real Estate Sales Contract Exhibit E

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 FOR RECORDING IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

§

COUNTY OF BASTROP §

Effective Date: _____

Grantor: BASTROP ECONOMIC DEVELOPMENT CORPORATION

Grantor's Address: 301 Hwy 71 W., Suite 214
Bastrop, Bastrop County, Texas 78602

Grantee: BASTROP COUNTY

Grantee's Address: c/o County Judge Paul Pape
PO Box 579
Bastrop, TX 78602

Consideration: For the sum of ONE DOLLAR AND NO/100 (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property(s): All of the real property comprised of BASTROP BUSINESS AND INDUSTRIAL PARK, _____ recorded in Plat Cabinet ____, Page _____ of the Plat Records of Bastrop County, Texas; being more particularly described by the field notes and survey **Exhibits "A"** and **"B"** attached hereto and made a part hereof by reference for all purposes.

Seller: SAK **Buyer:** JP

Reservations from Conveyance: Grantor reserves for itself and its assigns forever an easement, as shown on Exhibits "C" attached hereto and made a part hereof by reference for all purposes described in the Regional Storm Water Detention Facility Agreement recorded in _____.

Exceptions to Conveyance: This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, reservations, setback lines and easements, if any, now outstanding and of record in Bastrop County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described Property(s).

DISCLAIMER OF WARRANTIES: GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE PRIOR TO THE DATE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF GRANTOR'S REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE), THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY). GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE ANY AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS RESPECT TO (A) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, (B) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE THAT MAY EFFECT THE PROPERTY, (C) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (D) THE INCOME TO BE DERIVED FROM OR THE EXPENSES GENERATED BY THE PROPERTY, (E) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE PROPERTY FOR ITS OPERATION WITH ANY LAWS, RULES. ORDINANCE (INCLUDING ZONING ORDINANCE, IF ANY) OR REGULATIONS OF ANY APPLICABLE

Seller: SAK Buyer: PP

GOVERNMENTAL AUTHORITY OR BODY, (G) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, REPRESENTATIONS REGARDING ANY HAZARDOUS SUBSTANCE OR TOXIC MATERIALS (INCLUDING ANY ASBESTOS, UNDERGROUND STORAGE TANKS OR ANY OTHER SUBSTANCE WHICH IS PROHIBITED BY STATE OR FEDERAL LAW), OR SOLID WASTE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS, GRANTEE HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS AND ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, LIABILITIES, COST AND EXPENSES WHATSOEVER (INCLUDING COURT COSTS AND ATTORNEY'S FEES), DIRECT OR INDIRECT, KNOWN OR UNKNOWN, OR FORESEEN OR UNFORESEEN, WHICH GRANTEE NOW HAS OR WHICH MAY ARISE IN THE FUTURE, ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF OR IN CONNECTION WITH THE PHYSICAL CONDITIONS OF THE PROPERTY OR ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY APPLICABLE THERETO.

Grant of Property: Grantor, for the Consideration and subject to the Reservations from, and Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, **TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date set out above.

**GRANTOR:
BASTROP ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: _____

Title: _____

Acknowledgment

STATE OF TEXAS X
COUNTY OF BASTROP X

This information was acknowledged before me on this ____ day of _____, 2017, by _____, _____ for the Bastrop Economic Development Corporation, a Texas non-profit industrial development corporation, on behalf of said corporation.

Notary Public, State of Texas

**ACCEPTED BY GRANTEE:
BASTROP COUNTY**

By: _____

Name: _____

Title: _____

STATE OF TEXAS X
COUNTY OF BASTROP X

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____ as _____ of Bastrop County.

Notary Public, State of Texas

Seller: SAK Buyer: RP

The preparer of this document has made no investigation of the following matters: The accuracy of the legal description used herein. Whether or not the Grantor is the correct owner of the property. Whether or not the party signing on behalf of the Grantor is authorized to sign on behalf of the Grantor. Any title matters whatsoever.

PREPARED IN THE LAW OFFICE OF:

DENTON NAVARRO ROCHA BERNAL
AND ZECH P.C.
2517 N. Main Avenue
San Antonio, Texas 78212

AFTER RECORDING RETURN TO:

DIRECTOR OF ECONOMIC DEVELOPMENT
Bastrop EDC
301 Hwy 71 W., Suite 214
Bastrop, Texas 78602

Warranty Deed Exhibit A
Metes and Bounds Description of the Land

Seller: SAK Buyer: PP

**Warranty Deed Exhibit B
Survey Description of the Land**

**Warranty Deed Exhibit C
Regional Storm Water Detention Facility Easement**

Seller: SHK Buyer: PP

**Warranty Deed Exhibit D
Notices, Statements, and Certificates**

Seller: SAK Buyer: IP

**Warranty Deed Exhibit E
Form of Warranty Deed**

Exhibit F
Detention Benefitted Tracts

Bastrop Business and Industrial Park, Phase 1, BLOCK D, Lot 1A, ACRES 10.523, (REPLAT OF LOT 1, BLK D OF THE REPLAT OF RESERVE AREAS "A" & "B" & LOT 2, BLK F)

Bastrop Business and Industrial Park, Phase 1, BLOCK B, Lot 1-A, ACRES 9.525, (REPLAT OF BLK B & LOT 3A, BLK D)

Bastrop Business and Industrial Park, Phase 1, BLOCK B, Lot 3-A, ACRES 4.998, (REPLAT OF BLK B & LOT 3A, BLK D)

BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, BLOCK B, LOT 2, ACRES 6.1910

BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, BLOCK A, LOT 2, ACRES 7.7080

BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, BLOCK A, LOT 3, ACRES 6.0000

Bastrop Business and Industrial Park, Phase 1, BLOCK A, Lot 1 (FR), ACRES 78.128

BUILDING BLOCK 93 E W ST, ACRES 2.546

BUILDING BLOCK 92 E W ST, ACRES 2.5507

BUILDING BLOCK 91 E W ST, ACRES 2.5507

Building Blocks 100 (EMS), 101 (EMS) & MILL ST., Lot 1, ACRES 4.605, (BASTROP COUNTY COMPLEX PD)

Building Block, BLOCK 61 E W ST, ACRES 1.594

BUILDING BLOCK 61 E W ST, ACRES 0.24

BUILDING BLOCK 80 E W ST, ACRES 0.450

BUILDING BLOCK 80 E W ST, ACRES 2.0894

BUILDING BLOCK, BLOCK 81 E W ST, LOT 1, ACRES 1.6220 (Bastrop Central Appraisal District)

BUILDING BLOCK 81 E W ST, ACRES 0.9370