

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 42

THIS REAL ESTATE CONTRACT ("Contract") is made by JANIE R. BARRON (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.007 acre (312 Sq. Ft.) tract of land in the John Thomas Survey, Abstract No. 610, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 42)**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of NINE HUNDRED and 00/100 Dollars (\$900.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before December 15th, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Janie R. Barron
Janie R. Barron

Date: 10-28-16

Address: 12610 Pecan School Rd
Bartlett, Tex 76511

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 42

PROPERTY DESCRIPTION FOR
PARCEL 42

DESCRIPTION OF A 0.007 ACRE (312 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.711 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO JANIE R. BARRON BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000030575 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.007 ACRE (312 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at 1/2" iron rod found in the existing westerly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the southeasterly corner of said 5.711 acre tract, same being the northeasterly corner of Lot 1, Rolling Acres, a subdivision of record in Cabinet G, Slide 123-124 of the Plat Records of Williamson County, Texas, conveyed to Duane B. Toavs and Diane Toavs by instrument recorded in Document No. 2001055090 and Document No. 2001061976 both of the Official Public Records of Williamson County, Texas;

THENCE, departing said Lot 1, with the common boundary line of said 5.711 acre tract and said existing westerly ROW line N 22°13'02" W for a distance of 576.86 feet to an iron rod with aluminum cap stamped 'WILCO ROW 5050' set, 59.06 feet left of proposed County Road baseline station 184+13.35, having grid coordinates of N=10,192,698.07, E =3,186,695.45, being the proposed westerly ROW line of C.R. 101, for the southerly corner and POINT OF BEGINNING of the herein described tract;

1. THENCE, departing said existing westerly ROW line, through the interior of said 5.711 acre tract, with said proposed westerly ROW line, N 66°42'57" W for a distance of 35.66 feet to an iron rod with aluminum cap stamped 'WILCO ROW 5050' set, 84.06 feet left of proposed C.R. 101 baseline station 184+38.79, in the existing southerly ROW line of C.R. 394 (a/k/a C.R. 100) (variable width ROW), for the westerly corner of the herein described tract, and from which a 1/2" iron rod found in said existing southerly ROW line, being the northwesterly corner of the westerly one-half of that called 5.711 acre tract of land conveyed to Bobby Rue Barron by instrument recorded in Volume 889, Page 48 of the Deed Records of Williamson County, Texas, bears S 68°47'09" W at a distance of 802.11 feet;
2. THENCE, departing said proposed ROW line, with the existing southerly ROW line of said C.R. 394, same being the northerly boundary line of said 5.711 acre tract (Tract 1), N 68°47'09" E for a distance of 25.00 feet to the calculated intersection of said C.R. 394 and said C.R. 101, for the northeasterly corner of the herein described tract;
3. THENCE, departing said existing southerly ROW line of C.R. 394, with said existing westerly ROW line of C.R. 101, same being the easterly boundary line of said 5.711 acre tract, S 22°13'02" E, for a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.007 acres (312 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

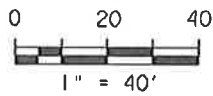
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo
Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

09/27/2016
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 09/27/16
PAGE 2 OF 3JOHN THOMAS SURVEY
ABSTRACT No. 610

EXISTING R.O.W.

C.R. 394
(A/K/A. C.R. 100)
(R.O.W. WIDTH VARIES)STA. 184+38.79
84.06' LTEXISTING R.O.W. (206.75')
(N71°30'35"E 827.11')
(S68°47'09"W 802.11')

(N71°30'35"E 413.56')

PROPOSED
R.O.W.0.007 AC.
312 SQ. FT.P.O.B.
STA. 184+13.35
59.06' LT
GRID COORDINATES:
N=10192698.07
E=3186695.45JANIE R. BARRON
TRACT 1
(5.711 AC.)
DOC. NO. 2000030575
O.P.R.W.C.T.JANIE R. BARRON
TRACT 2
EASTERLY 1/2 5.711 AC.
(2.8555 AC.)
DOC. NO. 2000030575
O.P.R.W.C.T.BOBBIE RUE
BARRON
WESTERLY
1/2 5.711 AC.
(2.8555 AC.)
VOL. 889, PG. 48
D.R.W.C.T.

NUMBER	DIRECTION	DISTANCE
L1	N66°42'57"W	35.66'
L2	N68°47'09"E	25.00'
L3	S22°13'02"E	25.00'

P.O.R.

LOT 1
ROLLING ACRES
CAB. G, SL. 123-124
P.R.W.C.T.DUANE B. TOAVS
AND DIANE TOAVS
DOC. NO. 2001055090
DOC. NO. 2001061976
O.P.R.W.C.T.

OSTENSIBLE SURVEY LINE

C.R. 101
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

183+00

184+00

PROPOSED C.R. 101 BASELINE

EXISTING R.O.W.

185+00

EXISTING R.O.W.

C.R. 368
(R.O.W. WIDTH VARIES)JAMES O. EAVES SURVEY
ABSTRACT 116. 213

PARCEL PLAT SHOWING PROPERTY OF

JANIE R. BARRON

PARCEL 42

SCALE
1" = 40'PROJECT
CR 101COUNTY
WILLIAMSON

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV. 09/27/16
PAGE 3 OF 3

✱	FENCE CORNER POST FOUND	℄	CENTER LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	℄	PROPERTY LINE
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	()	RECORD INFORMATION
⊙	COTTON GIN SPINDLE FOUND	— —	LINE BREAK
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	↗	DENOTES COMMON OWNERSHIP
X	X CUT FOUND	P.O.B.	POINT OF BEGINNING
▲	60/D NAIL FOUND	P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622946-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 20, 2016, ISSUE DATE JULY 29, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 280, PAGE 356, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

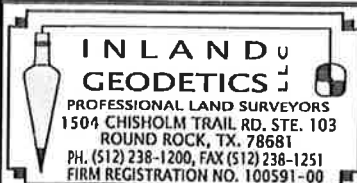
F. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 697, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 09/27/2016
LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.007	312
CALC/DEED AREA	5.711	248,771
REMAINDER AREA	5.704	248,459



PARCEL PLAT SHOWING PROPERTY OF

JANIE R. BARRON

SCALE

1" = 40'

PROJECT

CR 101

COUNTY

WILLIAMSON

PARCEL 42