

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 45

THIS REAL ESTATE CONTRACT ("Contract") is made by GARY G. BERAN and BERTHA M. BERAN (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 0.005 acre (200 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 45)**

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FIVE HUNDRED and 00/100 Dollars (\$500.00).

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 31st, 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]

County: Williamson
Highway: C.R. 101
Parcel: 45

**PROPERTY DESCRIPTION FOR
PARCEL 45**

DESCRIPTION OF A 0.005 ACRE (200 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 15.00 ACRE TRACT OF LAND CONVEYED TO GARY G. BERAN AND WIFE, BERTHA M. BERAN BY INSTRUMENT RECORDED IN VOLUME 1685, PAGE 579 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.005 ACRE (200 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at 1/2" iron rod found, for an ell corner in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 394 (a/k/a C.R. 100) (variable width ROW), being the southwesterly corner of the remainder of that called 67.78 acre tract of land conveyed to Shumore Joint Venture by instrument recorded in Document No. 2000039782 of the Official Public Records of Williamson County, Texas;

THENCE, with, in part, the common southerly boundary line of said remainder of 67.78 acre tract and said 15.00 acre tract, same being said existing northerly ROW line, N 68°47'09" E, at an approximate distance of 429.92 feet (record), pass the calculated southeasterly corner of said 67.78 acre tract, same being the southwesterly corner of said 15.00 acre tract, and continuing for a total distance of 1009.92 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 85.14 feet left of proposed C.R. 101 baseline station 184+83.91, having grid coordinates of N=10,192,753.52, E =3,186,644.64, being the cut back for the proposed westerly ROW line of C.R. 101 (ROW width varies), for the westerly corner and **POINT OF BEGINNING** of the herein described tract;

1. **THENCE**, departing said existing northerly ROW line, through the interior of said 15.00 acre tract, with said proposed westerly ROW line, **N 23°05'37" E**, for a distance of **27.94** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 65.27 feet left of proposed C.R. 101 baseline station 185+03.56, in the existing westerly ROW line of C.R. 101 (variable width ROW) for the northerly corner of the herein described tract, and from which a 1/2" iron rod with plastic surveyors cap stamped "Diamond Surveying" found in the existing southerly ROW line of Chandler Road (variable width ROW), being the northeasterly corner of said remainder 67.78 acre tract, bears N 22°35'54" W, along said existing westerly ROW line of C.R. 101, at a distance of 1069.21 feet, pass the calculated northeasterly corner of said 15.00 acre tract, same being an ell corner in the easterly boundary line of said remainder of 67.78 acre tract, and continuing for a total distance of 1491.08 feet a calculated point, being the intersection of said existing westerly ROW line and said Chandler Rd southerly ROW line, and N 66°21'42" W, with the common line of said existing southerly ROW line of Chandler Rd. and the easterly boundary line of said remainder of the 67.78 acre tract, at a distance of 33.40 feet;
2. **THENCE**, departing said proposed ROW line, with said existing westerly ROW line of C.R. 101, same being the easterly boundary line of said 15.00 acre tract, **S 22°35'54" E**, for a distance of **20.00** feet to the calculated intersection of said C.R. 101 and said C.R. 394, for the southeasterly corner of the herein described tract;

3. **THENCE**, departing said existing westerly ROW line, with said existing northerly ROW line, same being the southerly boundary line of said 15.00 acre tract, **S 68°47'09" W**, for a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.005 acres (200 square feet) of land, more or less.

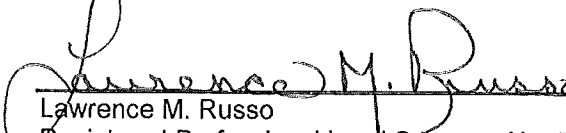
This property description is accompanied by a separate parcel plat.

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

10/17/2016

Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/05/16
PAGE 3 OF 4WILLIAMSON COUNTY
(8,697 AC.)
DOC. NO. 2011051301
O.P.R.W.C.T.CHANDLER ROAD
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

*DIAMOND
SURVEYING
INC.SHUMORE JOINT VENTURE
(REMAINDER OF 67.78 AC.)
DOC. NO. 2000039782
O.P.R.W.C.T.JOHN THOMAS SURVEY
ABSTRACT No. 6100 20 40
1" = 40'TEXAS POWER & LIGHT
UNSPECIFIED WIDTH
VOL. 308, PG. 75
D.R.W.C.T.GARY G. BERAN
AND WIFE, BERTHA M. BERAN
(15.00 AC.)
VOL. 1685, PG. 579
O.R.W.C.T.STA. 185+03.56
65.27' LT

PROPOSED R.O.W.

(S71°00'W)
(429.92')

(S71°00'W 600.0')

EXISTING R.O.W.
N68°47'09"E 1009.92'
(S71°00'W 1029.92')C.R. 394
(A/K/A. C.R. 100)
(R.O.W. WIDTH VARIES)P.O.B.
STA. 184+83.91
85.14' LT
GRID COORDINATES:
N=10192753.52
E=3186644.640.005 AC.
200 SQ. FT.

EXISTING R.O.W.

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

EXISTING R.O.W.

C.R. 368
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

EXISTING R.O.W.

PROPOSED

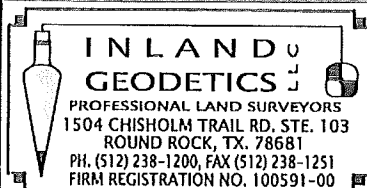
184+00

JAMES C. EAVES SURVEY
ABSTRACT No. 213

OSTENSIBLE SURVEY LINE

EXISTING R.O.W.

NUMBER	DIRECTION	DISTANCE
L1	N23°05'37"E	27.94'
L2	S22°35'54"E	20.00'
L3	S68°47'09"W	20.00'
L4	N66°21'42"W	33.40'
(L4)	(N66°38'55"W)	(33.40')

PARCEL PLAT SHOWING PROPERTY OF
**GARY G. BERAN
AND WIFE, BERTHA M. BERAN**SCALE
1" = 40'PROJECT
CR 101COUNTY
WILLIAMSON

PARCEL 45

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/05/16
PAGE 4 OF 4

✱	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.1622966-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 1, 2016, ISSUE DATE AUGUST 10, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 75, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, PARTIALLY AFFECTS AS SHOWN.

F. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 696, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

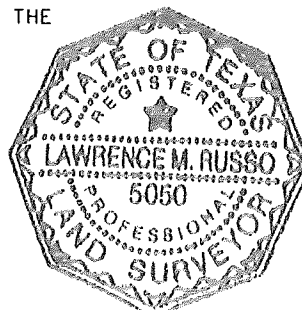
G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 1500, PAGE 274, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082576, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

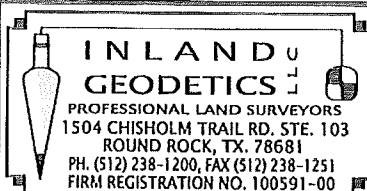
J. INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

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 10/17/2016
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	0.005	200
CALC/DEED AREA	15.00	653,400
REMAINDER AREA	14.995	653,200



PARCEL PLAT SHOWING PROPERTY OF
**GARY G. BERAN
AND WIFE, BERTHA M. BERAN**

SCALE
1" = 40'

PROJECT
CR 101

COUNTY
WILLIAMSON

PARCEL 45

EXHIBIT "B"

Parcel 45

DEED

County Road 101 Road Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That GARY G. BERAN and BERTHA M. BEHRAN, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.005 acre (200 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 45**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 101, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 1st day of December, 2016.

[signature page follows]

SELLER:

Gary G. Beran Address: 1801 CR 394
Gary G. Beran Hutto, TX 78634
Date: 12/1/2016

Bertha M. Beran Address: 1801 CR 394
Bertha M. Beran Hutto, TX 78634
Date: 12/1/2016

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

GRANTOR:

Gary G. Behran
Gary G. Behran

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF

Williamson

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This instrument was acknowledged before me on this the 1st day of December, 2016 by Gary G. ~~Behran~~ Behran in the capacity and for the purposes and consideration recited therein.



Deborah Stearns Murphy
Notary Public, State of Texas

GRANTOR:

Bertha M. Behran
Bertha M. Behran *Behran*

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 1st day of December, 2016 by Bertha M. ~~Behran~~ *Behran* in the capacity and for the purposes and consideration recited therein.



Deborah Stearns Murphy
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: