

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 43

THIS REAL ESTATE CONTRACT ("Contract") is made by ZOILA SANTANA (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 0.557 acre (24,268 Square Foot) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 43**);

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 interests described in Exhibit "A", and any improvements on the Property shall be the sum of THIRTY FIVE THOUSAND and 00/100 Dollars (\$35,000.00).

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 Georgetown Title Company on or before February 28th, 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, including specifically removal of any legal ownership interest in the Property by Armando Santana, 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.

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:

Zoila Santana
Zoila Santana

Date: 1-20-17

Address: 1202 Lawnmont
DR. Round Rock TX 78664

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel: 43
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 43

BEING a 0.557 of one acre parcel (24,268 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of Common Area 1, as shown on BELL MEADOWS SECTION ONE, a subdivision recorded in Cabinet O, Slide 95 of the Plat Records of Williamson County, Texas, said Common Area 1 being described in a Special Warranty Deed to Zoila Santana, recorded in Document No. 2013055854 of the Official Public Records of Williamson County, Texas. Said 0.557 of one acre parcel being more particularly described as follows:

BEGINNING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10197152.75, E: 3154453.63) for the Northeast corner of said Common Area 1 and the Northwest corner of Lot 34 of said BELL MEADOWS SECTION ONE, also being in the existing Southeasterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar found being 78.16 feet right of and at a right angle to Engineers Centerline Station 190+23.56;

THENCE **South 21°29'24" East** departing said existing Southeasterly right-of-way line of County Road No. 105, along the East line of said Common Area 1 and the West line of said Lot 34, a distance of **122.04** feet to a 1/2-inch iron rebar found for the Southeast corner of said Common Area 1 and the Southwest corner of said Lot 34, also being the Northeast corner of Lot 33 and the Northwest corner of Lot 35, both of said BELL MEADOWS SECTION ONE;

THENCE **South 68°34'05" West** along the South line of Common Area 1 and the North line of said Lot 33, a distance of **199.78** feet to a Mag Nail found for the Southwest corner of said Common Area 1 and the Northwest corner of said Lot 33, also being in the Northeasterly right-of-way line of Bell Meadows Drive;

THENCE along the West line of said Common Area 1, and along said Northeasterly right-of-way line of Bell Meadows Drive, the following two (2) courses and distances:

1. **North 21°32'29" West** a distance of **106.38** feet to a 1/2-inch iron rebar found for a Point of Curvature of a curve to the right; and

2. Northeasterly along the arc of said curve to the right having a radius of **15.00** feet, an arc length of **23.29** feet, a delta angle of **88°58'20"**, and a chord which bears **North 23°06'01" East** a distance of **21.02** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency in the North line of said Common Area 1, also being in said existing Southeasterly right-of-way line of County Road No. 105, from which a 1/2-inch iron rebar found for the Westerly Northeast corner of Lot 1 of said BELL MEADOWS SECTION ONE, also being at the intersection of said existing Southeasterly right-of-way line of County Road No. 105 with the Southwesterly right-of-way line of Bell Meadows Drive, bears South 68°21'33" West a distance of 90.03 feet;

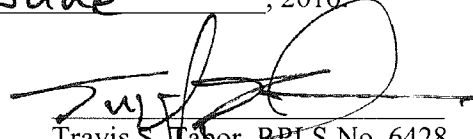
THENCE **North 68°21'33" East** along said North line of Common Area 1 and said existing Southeasterly right-of-way line of County Road No. 105, a distance of **185.12** feet to the **POINT OF BEGINNING** and containing 0.557 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.

Surveyed on the ground this 10th day of June, 2016



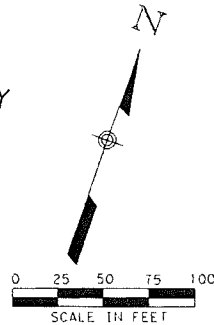

Travis S. Tabor, RPLS No. 6428
Steger & Bizzell Engineering, Inc.
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

PLAT TO ACCOMPANY PARCEL DESCRIPTION

44.72 AC
 RUSSELL J. SALISBURY
 & WIFE, RAQUEL M. SALISBURY
 2319/861

15.00 AC
 RUSSELL J. SALISBURY
 & WIFE, RAQUEL M. SALISBURY
 1988/496

2.87 AC
 WALLACE DANIEL, JR.
 2314/532



POINT OF BEGINNING
 STA. 190+23.56
 O.S. 78.16 RT
 SURFACE COORDINATES
 N 10197152.75
 E 3154453.63

ERIC J. &
 HELEN LENK
 2010075263

BELL MEADOWS DRIVE

ZOILA
 SANTANA
 2013055854

JOSE E. &
 JOEL E. CARRILLO
 2014020953

DOMETRA M.
 MCINTYRE
 2000045909

WILLOW DRIVE

COMMON AREA 1

EXISTING DRAINAGE ESMT
 S 68°34'05" W 199.78'
 (S 71°13'50" W 200.00')

PROPOSED
 ACQUISITION
 24,268 SF
 0.557 AC

BELL MEADOWS
 SECTION ONE
 0/95

PAGE 1 OF 2

STEEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

ZOILA SANTANA

SCALE:
 1"=100'

PARCEL:
 43

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON



1978 S. AUSTIN AVENUE
 512.930.2412
 STEEB@BIZZELL.COM
 ENGINEERS PLANNERS SURVEYORS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ MAG NAIL FOUND
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	15.00'	23.29'	N 23°06'01" E	21.02'	88°58'20"
(C1)	15.00'	23.50'	N 26°06'55" E	21.17'	89°46'10"

NOTES:

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

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

[Signature]

06/10/2016

TRAVIS S. TABOR
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 6428
STATE OF TEXAS



PAGE 2 OF 2

STEGE BIZZELL

1978 S. AUSTIN AVENUE
512.932.9412
SERVICES ENGINEERS PLANNERS SURVEYORS
GEORGETOWN, TX 78626
STEGEBIZZELL.COM

PARCEL PLAT SHOWING PROPERTY OF:
ZOILA SANTANA

SCALE:
1"=100'

PARCEL:
43

PROJECT:
CR 111

COUNTY:
WILLIAMSON



EXHIBIT "B"

Parcel 43

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT 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 ZOILA SANTANA, a single person, 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 0.557 acre (24,268 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 43**)

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 be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, 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 111/Westinghouse Road, 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 20 day of January, 2017.

[signature page follows]

GRANTOR:

Zoila Santana
Zoila Santana

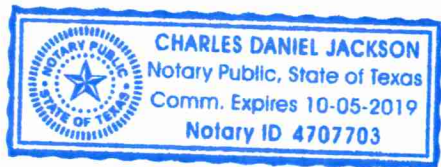
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 20 day of January, 2017 by Zoila Santana, in the capacity and for the purposes and consideration recited therein.



[Signature]
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: