

**REAL ESTATE CONTRACT**  
Seward Junction Southeast—Parcel 4

THIS REAL ESTATE CONTRACT (“Contract”) is made by PEDERNALES ELECTRIC COOPERATIVE, INC. (collectively 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 0.6931 acre (30,192 Sq. Ft.) of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein **(Parcel 4)**;

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” and any improvements thereon, and any damage to the remaining property of Seller, shall be the sum of ONE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED SEVENTY-NINE and 00/100 Dollars (\$133,379.00).

**Payment of Purchase Price**

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

### Special Provisions

2.03. As additional compensation for the Property conveyed herein, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees at its sole cost and expense to cause the reconstruction of Seller's Water Quality and Detention Pond ("Pond") facilities which are impacted by the acquisition of the Property.

The Pond reconstruction and reconfiguration shall be carried out in conjunction with the Purchaser's proposed improvements to County Road 259/Seward Junction Southeast, and shall be constructed in a good and workmanlike manner and in compliance with the rules, procedures and requirements of all applicable governing jurisdictions, and generally according to the plans and specifications as shown in Exhibit "B" attached hereto and incorporated herein.

The commencement of construction by Purchaser shall constitute a representation by Purchaser that Purchaser has evaluated and satisfied itself as to the conditions and limitations including, without limitation (1) the location, condition, layout and nature of the site, and surrounding areas; (2) generally prevailing climatic conditions; and (3) other similar matters. **Seller assumes no responsibility or liability for the physical condition or safety of the site.** Purchaser shall have the sole responsibility to satisfy itself concerning the nature and location of the site and general and local conditions.

PURCHASER SHALL TAKE ALL STEPS NECESSARY TO PROTECT PERSONS AND PROPERTY AGAINST INJURY OR DAMAGE THAT MAY RESULT FROM THE CONSTRUCTION. PURCHASER SHALL ENSURE THAT ALL EMPLOYEES AND AGENTS OF PURCHASER USED FOR THE SERVICES HAVE BEEN CERTIFIED OR TRAINED TO WORK IN THE VICINITY OF ELECTRIC FACILITIES AS MAY BE NECESSARY.

To the extent allowed by law, Purchaser shall hold harmless, indemnify and defend Seller, and Seller's heirs, successors and assigns from all losses, damages, injuries to persons, including death, fines and costs of every type and character arising out of and proximately caused due to the act or omission of Purchaser, its agents, officers, employees, contractors or subcontractors, or anyone or any entity on the remaining property of Seller in carrying out the tasks described herein, from Purchaser, its agents, officers, employees, contractors or subcontractors.

By execution of this Contract Seller hereby grants Purchaser, its agents, contractors and assigns, the temporary right and license to enter the remaining property of Seller for the sole purpose of carrying out the obligations of this Section.

This obligation survives the Closing of this transaction.

**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:

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

The Property 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 October 18<sup>th</sup>, 2017, 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 "C", 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 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.

**SELLER:**

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: T. J. J. J.

Its: CFD

9-21-17

Address: 201 S. Avenue F  
Johnson City, TX 78636



**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

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

Date: \_\_\_\_\_

# EXHIBIT "A"

0.6931-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1784(gt)  
Page 1 of 4

## FIELD NOTES DESCRIPTION – PARCEL 4

DESCRIPTION OF 0.6931 ACRE (30,192 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, SEWARD JUNCTION COMMERCIAL PARK, A SUBDIVISION OF RECORD IN CABINET W, SLIDES 318-319, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.6931 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with illegible cap found, 27.64 feet right of Williamson County Road 259 Engineer's Baseline Station 204+63.66, in the existing north right-of-way line of County Road 259, a varying width right-of-way, at the southwest corner of the said Lot 3, Seward Junction Commercial Park, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 09° 32' 10" W, with the west line of the said Lot 3, Seward Junction Commercial Park, and with the west line of the tract described herein, a distance of 102.82 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 204+69.50, for the northwest corner of the tract described herein, from which a calculated point at the northwest corner of Lot 2 of the said Seward Junction Commercial Park, in the south right-of-way line of State Highway No. 29, a varying width right-of-way, bears N 09° 32' 10" W, a distance of 1045.65 feet, and from said calculated point a 1/2-inch iron rod with plastic cap stamped "RPLS 2218" found bears S 09° 32' 10" E, a distance of 0.50 feet;

**THENCE** crossing the said Lot 3, Seward Junction Commercial Park, with the proposed north right-of-way line of County Road 259 and with the north line of the tract described herein, with the arc of a curve to the right, having a radius of 750.00 feet, an arc distance of 388.82 feet and a chord which bears S 87° 48' 27" E, a distance of 384.48 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, 75.00 feet left of County Road 259 Baseline Station 208+19.43, in the east line of the said Lot 3, Seward Junction Commercial Park, same being the west line of that certain called 10.32 acre tract of land described in the deed to Ciano Pasta of record in Document No. 2000033370, Official Public Records of Williamson County, Texas, for the northeast corner of the tract described herein;

**THENCE** S 09° 31' 08" E, with the east line of the said Lot 3, Seward Junction Commercial Park, same being the west line of the said 10.32 acre tract, and with the east line of the tract described herein, a distance of 40.30 feet to a calculated point, 39.18 feet left of County Road 259 Baseline Station 208+36.47, in the existing north right-of-way line of County Road 259, at the southeast corner of the said Lot 3, Seward Junction Commercial Park, same being the southwest corner of the said 10.32 acre tract, for the southeast corner of the tract described herein, and from said calculated point, a 1/2-inch iron rod found bears S 09° 31' 08" E, a distance of 0.20 feet;

**THENCE** with the existing north right-of-way line of County Road 259, same being the south line of the said Lot 3, Seward Junction Commercial Park, and with the south line of the tract described herein, the following two (2) courses and distances:

1. S 85° 53' 24" W, a distance of 318.67 feet to a 1/2-inch iron rod found, 14.18 feet right of County Road 259 Baseline Station 205+25.02, and
2. S 66° 42' 32" W, a distance of 60.95 feet to the **POINT OF BEGINNING** and containing 0.6931 acre (30,192 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1784(gt)

0.6931-Ac.  
Noah Smithwick Survey, A-590,  
Williamson County, Texas

Job No. 5569-02-001  
FN1784(gt)  
Page 2 of 4

THE STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS


COUNTY OF TRAVIS

That I, John D. Barnard, 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 during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24<sup>th</sup> of August, 2016 A.D.

Bowman Consulting Group, Ltd.  
Austin, Texas 78746



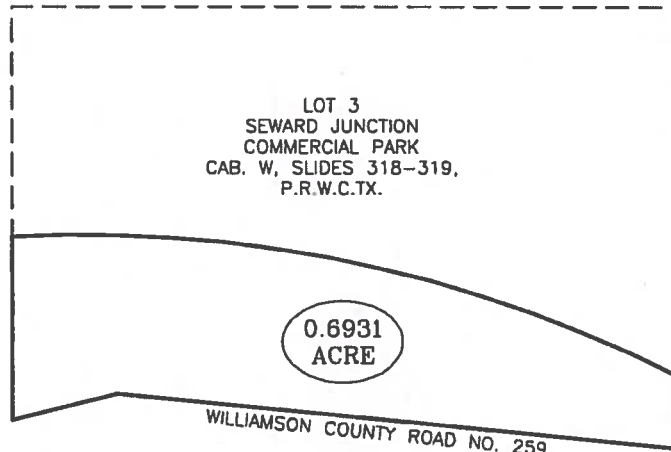
  
\_\_\_\_\_  
John D. Barnard  
Registered Professional Land Surveyor  
No. 5749 – State of Texas



FILE: \\longhorn\new\_projects\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1 Survey\Working\FN-Parcels\ROW\SK1784(g)\_CR259-ROW Parcel 4\_PEC.dwg

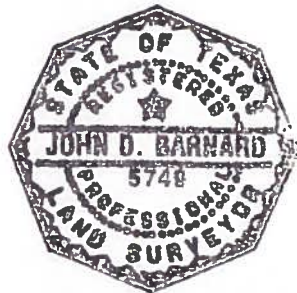
**NOTES:**

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).
4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.
5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015.
6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY. THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.
7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET  
(NOT TO SCALE)

**PROPOSED PARCEL ACQUISITION TABLE**  
 RECORD PROPERTY AREA = 2.00 ACRES  
 PROPOSED ROW ACQUISITION AREA = 0.6931 ACRE  
 CALCULATED REMAINDER AREA = 1.3069 ACRES



**SURVEYOR CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

 8/24/2016  
 DATE

JOHN D. BARNARD  
 REGISTERED PROFESSIONAL LAND  
 SURVEYOR NO. 5749,  
 STATE OF TEXAS



Bowman Consulting Group, Ltd  
 3101 Bee Cave Road, Suite 100, Austin, Texas 78746  
 Phone: (512) 327-1180 Fax: (512) 327-4082  
 www.bowmanconsulting.com © Bowman Consulting Group, Ltd.

**EXHIBIT TO ACCOMPANY  
 FIELD NOTES DESCRIPTION  
 FN1784**

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00





**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, by, through or under Grantor, but not otherwise.

The Property is being conveyed under the threat of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**GRANTOR:**

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
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:**