

REAL ESTATE CONTRACT
SH 29 @ DB Wood Rd. – Parcel

THIS REAL ESTATE CONTRACT (“Contract”) is made by **NSJS LIMITED PARTNERSHIP** (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 0.104 acre (4,520 SF) of land in the Joseph Pulsifer Survey, Abstract No. 498, 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, any improvements thereon, and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of THIRTY-SIX THOUSAND ONE HUNDRED SIXTY and 00/100 Dollars (\$36,160.00).

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 Community National Title Company ("Title Company") on or before December 1, 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 "B", attached hereto and incorporated herein.

(3) 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, and any previous years not fully paid, 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.

Possession and Use Agreement

8.12. By execution of this Contract the parties agree that at any time after the expiration of thirty days subsequent to the Purchaser's tender of the full amount of the Purchase Price to the Title Company's escrow account, that Purchaser, its employees, contractors and agents shall be allowed to take exclusive possession of the Property prior to the Closing Date if Purchaser determines it shall become necessary for undertaking investigation or construction activities related to the proposed SH 29 @ DB Wood roadway improvements, and Purchaser shall be allowed to remove any improvements existing on the Property at that time and not previously retained and removed by Seller. If requested by Purchaser, the Seller shall execute a Possession and Use Agreement document to this effect, in a form prepared by Purchaser and which is suitable for recording in the Real Property Records of Williamson County, Texas

(signature page follows)

SELLER:

NSJS Limited Partnership

By: 
James Bonnett General Partner

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 No.: 4
HIGHWAY: State Highway No. 29
LIMITS: From: River Chase Boulevard
To: Legend Oaks Drive
CSJ: N/A

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.104 ACRE (4,520 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE JOSEPH PULSIFER SURVEY, ABSTRACT NUMBER 498, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT IDENTIFIED AS 10.008 ACRES DESCRIBED IN DEED UNTO NSJS LIMITED PARTNERSHIP, DOCUMENT NUMBER 199984627 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), THE SAID 0.104 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found for the southwest corner of said 10.008 acre tract, same being the southeast corner of that tract identified as Tract II, 2.0 acres in deed unto Ricky Lane Patterson, Document Number 98004192 (O.P.R.W.C.T.), said 1/2 inch iron rod found being near the existing north right-of-way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW);

THENCE, North 21°40'42" West, a distance of 1.38 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unitech Consulting Engineers") set in the existing north right-of-way line of said Texas State Highway No. 29, for the southwest corner of, and the **POINT OF BEGINNING** of the tract described herein;

THENCE, North 24°40'42" West, leaving said existing north line of said Texas State Highway No. 29, going along the common line between the said 10.008 acre tract, and the said 2.0 acre tract, a distance of 19.08 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for intersection with the Proposed north ROW line of said Texas State Highway No. 29, 68.00 feet left of station 136+55.43;** N=10204692.15 E=3122540.69

THENCE, North 87°39'01" East, leaving said common line, going over, across and through said 10.008 acre tract, along said Proposed north ROW line of Texas State Highway No. 29, a distance of 259.87 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for intersection with the west line of River Chase Boulevard (a public roadway, right-of-way varies);**

THENCE, 26.37 feet with a curve to the right, having a radius of 25.00 feet, a delta angle of 60°26'18", and a chord Bearing and distance of South 41°59'07" West, 25.17 feet, leaving the proposed north ROW line of Texas State Highway No. 29, along the west ROW line of said River Chase Boulevard, same being the east line of the remainder of said 10.008 acre tract, to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with said existing north ROW line of Texas State Highway No. 29, from whence, a 1/2 inch iron rod found, bears South 80°04'55" West, a distance of 6.9 feet;

THENCE, South 87°39'01" West, along the existing north right-of-way line of said Texas State Highway No. 29, same being the south line of the remainder of said 10.008 acre tract, a distance of 235.97 feet to the **POINT OF BEGINNING**, containing 0.104 acre (4,520 square feet) of land area, more or less.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II ROW Marker upon the completion of the highway construction project under the supervision of a RPLS, either employed or retained by TxDOT.

This description is accompanied by a separate exhibit.

All Bearings are based on The City of George Town Control Network established in 1996, Texas Coordinate System of 1983 (1993 Adj.) HARN, Texas Central Zone. Combined Surface Adjustment factor 1.00009768. All coordinates are surface adjusted.

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS** §
COUNTY OF TRAVIS §

THAT I, LYNN R. SAVORY, 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 AUSTIN, TRAVIS COUNTY, TEXAS THIS ___th DAY OF _____, 2017

PRELIMINARY, This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey.

LYNN R. SAVORY, R.P.L.S.
STATE OF TEXAS NO. 4598
Unintech Consulting Engineers
505 E. Huntland Drive, Suite 335
Austin, Texas 78752

WCAD ID NO. R362109
 NSJS LTD.
 10.008 ACRES
 DOC. NO. 199984627
 O.P.R.W.C.T.

**JOSEPH P. PULSIFER SURVEY
 ABSTRACT NUMBER 498**

STA 136+55.43
 N= 10204692.15
 E= 3122540.686
 OFFSET 68' LT

WCAD ID NO. R362109
 NSJS LTD.
 10.008 ACRES
 DOC. NO. 199984627
 O.P.R.W.C.T.

STA 136+50.17
 N= 10204706.92
 E= 3122534.814
 OFFSET 83' LT

WCAD ID NO. R307296
 RICKEY LANE PETERSON
 2.0 ACRES
 DOC. NO. 98004192
 O.P.R.W.C.T.

PROPOSED R.O.W.
 PARCEL 4

N87°39'01"E
 259.87'
 S87°39'01"W
 235.97'

4520 SQ. FT.

0.104 ACRE
 EXISTING R.O.W.
 TEXAS STATE HIGHWAY NO. 29
 (100' R.O.W.)



BASIS OF BEARINGS:
 ALL BEARINGS ARE BASED ON THE CITY OF
 GEORGETOWN CONTROL NETWORK ESTABLISHED
 IN 1996, TEXAS COORDINATE SYSTEM OF 1983
 (1993 ADJ.) HARN, CENTRAL ZONE, COMBINED
 SURFACE ADJUSTMENT FACTOR 1.00009768. ALL
 COORDINATES ARE SURFACE ADJUSTED.

SKETCH TO ACCOMPANY
 FIELD NOTES

PAGE 4 OF 4 PAGES

DATE: 4-7-17

UNITECH CONSULTING ENGINEERS, INC. 1815 W. HUNTER DRIVE, SUITE 201 DENTON, TEXAS 76205 PHONE: 254-384-4239 FAX: 254-384-4239 WWW.UNITECH-ENG.COM	ACCT. NO. DIST: AUSTIN	COUNTY: WILLIAMSON	HPY: S.H. 29
APPARENT: AC. 10.008	TAKING: AC. 0.104	REWARDER: AC. 9.904	



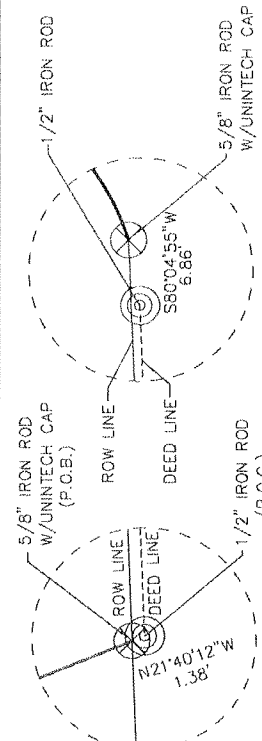
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PARCEL 4
 S.H. 29
 WILLIAMSON COUNTY
 TEXAS

PRVCT WILLIAMSON COUNTY TX	⊙	TABBIT TYPE 1 MONUMENT
OPRVCT OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TX	⊕	IRON PIPE FOUND
DRVCT DEED RECORDS WILLIAMSON COUNTY TX	⊗	1/2" IRON ROD FOUND
WCAD WILLIAMSON COUNTY APPRAISAL DISTRICT	⊗	5/8" IRON ROD W/ALUMINUM TABBOT CAP
P.O.B. POINT OF BEGINNING	△	PROPERTY LINE
P.O.C. POINT OF COMMENCEMENT	—X—	WIRE FENCE
⊕	—	PARCEL PROPERTY LINE
⊕	- - -	EASEMENT LINE
⊕	· · ·	SURVEY LINE

LEGEND

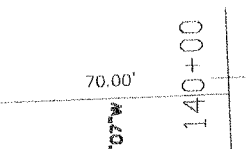
⊙	TABBIT TYPE 1 MONUMENT
⊕	IRON PIPE FOUND
⊗	1/2" IRON ROD FOUND
⊗	5/8" IRON ROD W/ALUMINUM TABBOT CAP
△	PROPERTY LINE
—X—	WIRE FENCE
—	PARCEL PROPERTY LINE
- - -	EASEMENT LINE
· · ·	SURVEY LINE



DETAIL 1
 N.T.S.

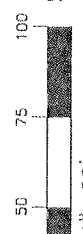
DETAIL 2
 N.T.S.

RIVER CHASE BOULEVARD
 DOC. # 199954627
 O.P.R.W.C.T.
 R.O.W. VARIES



SEE DETAIL 2

SEE DETAIL 1



1" = 50'