

**REAL ESTATE CONTRACT**  
SH 29 @ DB Wood Rd. – Parcel 3

THIS REAL ESTATE CONTRACT (“Contract”) is made by **RICKEY LANE PETERSON and SHAWNA LOUISE PETERSON** (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 0.296 acre (12,878 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 3**);

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 NINETY-EIGHT THOUSAND THREE HUNDRED NINETY and 00/100 Dollars (\$98,390.00).

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 January 15, 2018, 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.

*(signature page follows)*

**SELLER:**

  
Rickey Lane Peterson

Date: 11/30/2017

Address: 1370 WEST UNIVERSITY AVE  
GEORGETOWN, TEXAS 78628

Shawna Louise Peterson  
Shawna Louise Peterson

Date: 11-29-17

Address: 1370 W. UNIVERSITY AVE  
GEORGETOWN TX 78628

**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.:** 3  
**HIGHWAY:** State Highway No. 29  
**LIMITS:** From: River Chase Boulevard  
To: Legend Oaks Drive  
**CSJ:** N/A

**PROPERTY DESCRIPTION FOR PARCEL 3**

**DESCRIPTION OF A 0.296 ACRE (12,878 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 TRACT II, 2.0 ACRES DESCRIBED IN DEED UNTO RICKY LANE PATTERSON, RECORDED AS DOCUMENT NUMBER 98004192 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), THE SAID 0.296 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1 inch iron pipe next to a fence corner found for the monument described as the southwest corner of said 2.0 acre tract, same being the southeast corner of Lot 1, Block 2, Wood Ranch Section Five, a subdivision recorded in Cabinet K, slide 269 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), same being Document Number 9330164 O.P.R.W.C.T., same being on or near the common line between said Joseph Pulsifer Survey and the Isaac Donagan Survey, Abstract Number 178, and said 1 inch iron pipe 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 25°02'36" West, a distance of 1.51 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set in the existing north right-of-way line of said Texas State Highway No. 29, said point being the southwest corner of, and the **POINT OF BEGINNING** of the tract described herein;

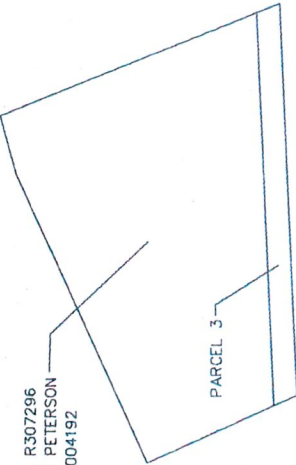
**THENCE**, North 24°05'55" West, leaving the existing north line of Texas State Highway No. 29, going along the common line between said 2.0 acre tract and said Lot 1, Block 2, and on said common Survey line, a distance of 35.53 feet 5/8-inch iron rod with an aluminum TxDOT ROW cap set for intersection with the Proposed north ROW line of said Texas State Highway No. 29, 83.00 feet left of station 132+59.13;\*\* N= 10204690.89 E=3122144.10

**THENCE**, North 87°39'01" East, leaving said common line between the said 2.0 acre tract and said Lot 1, Block 2, crossing said 2.0 acre tract, along said Proposed north ROW line of Texas State Highway No. 29, a distance of 391.04 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for the intersection of the west line of a tract





WCAD ID NO. R307296  
 RICKEY LANE PETERSON  
 DOC. NO. 98004192



PARENT TRACT INSET  
 N.T.S.

30' WATER LINE ESMT.  
 CITY OF ROUND ROCK  
 VOL. 844, PG. 169  
 D.R.W.C.T.

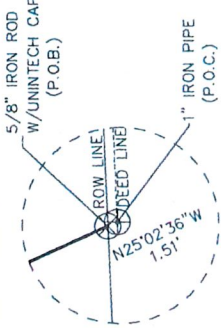
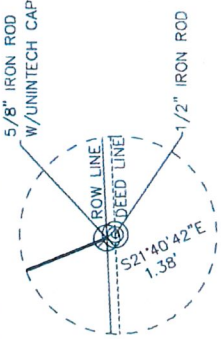
STA 132+59.13  
 N= 10204690.89  
 E= 3122144.10  
 OFFSET 83' LT

WCAD ID NO. R307296  
 RICKEY LANE PETERSON  
 DOC. NO. 98004192

LOT 1, BLOCK 2  
 WOOD RANCH  
 SECTION FIVE  
 DOC. NO. 9330164  
 O.P.R.W.C.T.  
 CABINET K, SLIDE 269  
 P.R.W.C.T.

WCAD ID NO. R382109  
 NSJS LTD.  
 10.008 ACRES  
 DOC. NO. 199984627  
 O.P.R.W.C.T.

DETAIL 2  
 N.T.S.



DETAIL 1  
 N.T.S.

JOSEPH P. PULSIFER SURVEY  
 ABSTRACT NUMBER 498

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

PROPOSED R.O.W.

N87°39'01"E  
 391.04'

PARCEL 3 0.296 ACRE 12,878 SQ. FT.

S87°39'01"W  
 389.45'

EXISTING R.O.W.

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

135+00

SEE DETAIL 2

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

S21°40'42"E  
 34.97'

PROPOSED R.O.W.

BASIS OF BEARING:  
 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



LEGEND

PRVCT	PLAT RECORDS	WILLIAMSON COUNTY TX.	○	TxDOT TYPE I MONUMENT
DPVCT	OFFICIAL PUBLIC RECORDS	WILLIAMSON COUNTY TX.	⊕	IRON PIPE FOUND
BRVCT	DEED RECORDS	WILLIAMSON COUNTY TX.	⊗	1/2" IRON ROD FOUND
VCAD	WILLIAMSON COUNTY TX.	APPRAISAL DISTRICT	△	5/8" IRON ROD W/ALUMINUM TxDOT CAP
P.O.B.	POINT OF BEGINNING		—	PROPERTY LINE
P.O.C.	POINT OF COMMENCEMENT		-X-	WIRE FENCE
	CONTROL POINT		—	PARCEL PROPERTY LINE
			- - -	EASEMENT LINE
			· · ·	SURVEY LINE

PARCEL 3

S.H. 29  
 WILLIAMSON COUNTY  
 TEXAS

ACCT NO.	CSJ NO.
DIST: AUSTIN	COUNTY: WILLIAMSON
APPARENT: AC 2.00	HWP: S.H. 29
TAKING: AC 0.296	
REMAINDER: AC 1.704	

**UNITECH CONSULTING ENGINEERS, INC.**  
 2515 HUNTLAND DRIVE, SUITE 305  
 AUSTIN, TEXAS 78724  
 TEL: (512) 798-4177  
 FAX: (512) 941-8279  
 WWW.UNITECH.COM

TEXAS DEPARTMENT OF TRANSPORTATION  
 © 2016

# EXHIBIT "B"

Parcel 3

**DEED**  
SH29/DB Wood 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 BY THESE PRESENTS:**

That RICKEY LANE PETERSON and SHAWNA LOUISE PETERSON, 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 0.296 acre (12,878 Sq. Ft.) tract 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 3**).

**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 the State of 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 SH29/DB Wood.

**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 30 day of Nov, 2017.

*[signature page follows]*

GRANTOR:

  
\_\_\_\_\_  
Rickey Lane Peterson

ACKNOWLEDGMENT

STATE OF TEXAS

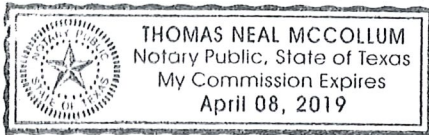
§  
§  
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 30 day of Nov, 2017 by Rickey Lane Peterson, in the capacity and for the purposes and consideration recited therein.

  
\_\_\_\_\_

Notary Public, State of Texas



**GRANTOR:**

\_\_\_\_\_  
Shawna Louise Peterson

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by Shawna Louise Peterson, 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 Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**