

**REAL ESTATE CONTRACT**  
CR 176 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between KENNETH E. KIRK and THERESA M. KIRK (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 0.040 acre (1,745 Sq. Ft.) tract of land in the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 7**);

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 Exhibits “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, the reconstruction of any fencing, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of FOURTEEN THOUSAND FOUR HUNDRED FIFTY-FIVE and 00/100 Dollars (\$14,455.00).

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 purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to cause one asphalt (ACP) material driveway connection to be constructed between the proposed County Road 176 roadway improvements and the remaining property of Seller. The driveway will be constructed as part of the CR 176 improvement construction project on the Property, and shall be constructed in the location and in substantial compliance with the design and specifications as additionally shown in Exhibit "B" attached hereto and incorporated herein, unless alternatives are agreed to between Seller and Purchaser prior to the commencement of construction. Execution of this contract by Seller shall also provide Purchaser and its roadway contractors with permission for any necessary temporary right of access to the remaining property which is required to carry out the obligations of this paragraph.

## **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 June 15<sup>th</sup>, 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 "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: (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

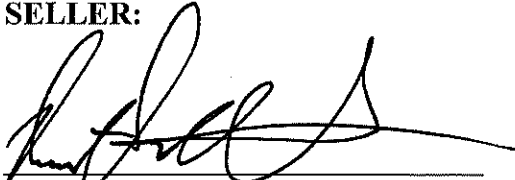
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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:**

  
\_\_\_\_\_  
Kenneth E. Kirk

Address: 654 CR 176, Georgetown, Texas 78628

Date: 5/16/18

  
\_\_\_\_\_  
Theresa M. Kirk

Address: 654 CR 176, Georgetown, Texas 78628

Date: 5/16/18

**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: 7  
Highway:County Road 176

FIELD NOTES  
FOR

A 0.040 ACRE, OR 1,745 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 1.998 ACRE TRACT, DESCRIBED IN CONVEYANCE TO KENNETH E. KIRK AND THERESA M. KIRK IN WARRANTY DEED RECORDED IN DOCUMENT NO. 9667430 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 0.040 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

**COMMENCING** at a ½" iron rod found, on the west line of a called 44.31 acre tract recorded in Document No. 2006038439 of the Official Public Records of Williamson County, Texas, the northeast corner of said called 1.998 acre tract, same being the southeast corner of a called 50.0 acre tract recorded in Document No. 2011065655 of the Official Public Records of Williamson County, Texas;

**THENCE S 68°45'56" W**, with the south line of said called 50.0 acre tract, same being the north line of said called 1.998 acre tract, a distance of **225.40 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, (Grid Coordinates determined as N=10188931.38, E=3101886.50), Station 107+86.41, 65.00 feet left, the **POINT OF BEGINNING** of the herein described tract, same being a point of non-tangent curvature;

**THENCE** departing the south line of said called 50.0 acre tract, through the interior of said called 1.998 acre tract, with said non-tangent curve to the right having a radius of **1105.00 feet**, a central angle of **04°25'01"**, a chord bearing and distance of **S 33°44'25" W, 85.16 feet**, an arc length of **85.18 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the east line of a remnant of a called 26.045 acre tract recorded in Document No. 2002058098 of the Official Public Records of Williamson County, Texas, same being the west line of said called 1.998 acre tract;

**THENCE N 20°57'44" W**, with the east line of said remnant of a called 26.045 acre tract, same being the west line of said called 1.998 acre tract, a distance of **48.88 feet** to a ½" iron rod found, on the south line of the aforementioned 50.00 acre tract, the northeast corner of said remnant of a called 26.045 acre tract, same being the northwest corner of said called 1.998 acre tract;

**THENCE N 68°45'56" E**, with the south line of said called 50.0 acre tract, same being the north line of said called 1.998 acre tract, a distance of **69.51 feet** to the **POINT OF BEGINNING** and containing 0.040 of an Acre in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: May 3, 2017

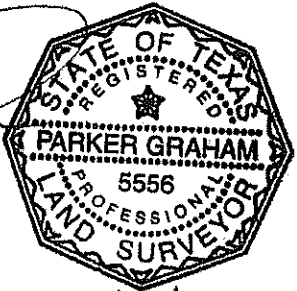
JOB No.: 59006-16

DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\KIRK-0.040Acre.docx

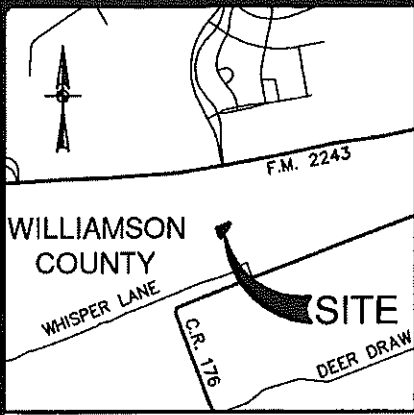
TBPE Firm Registration #470

TBPLS Firm Registration #100288-01

*Parker J. Graham*



12/19/2017



LOCATION MAP

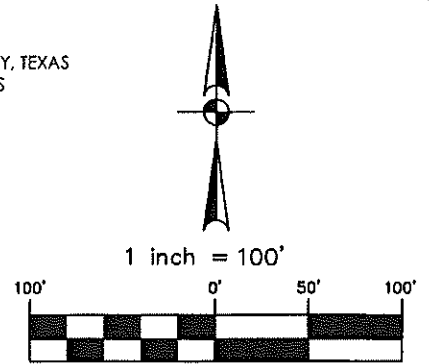
NOT-TO-SCALE

**LEGEND:**

- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD

**NOTES:**

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1105.00'	4°25'01"	S33°44'25"W	85.16'	85.18'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°57'44"W	48.88'
L2	N68°45'56"E	69.51'

OWNER: MMA RANCH LIMITED PARTNERSHIP  
A CALLED 50.0 ACRE TRACT  
DOC. NO. 2011065655 (O.P.R.)

**0.040**  
**OF AN ACRE**  
(1,745 SQ. FT. MORE OR LESS)

STA. 108+40.51  
24.38 LT.

FD. 1/2" I.R.

P.O.C.  
FD. 1/2" I.R.

OWNER: TIMOTHY L. KENNEDY  
A CALLED 44.31 ACRE TRACT  
DOC. NO. 2006038439 (O.P.R.)

GRID COORDINATES  
N=10188931.38  
E=3101886.50

P.O.B.  
STA. 107+86.41  
65.00 LT.

OWNER: KENNETH E. KIRK AND  
THERESA M. KIRK  
A CALLED 1.998 ACRE TRACT  
DOC. NO. 9667430 (O.R.)

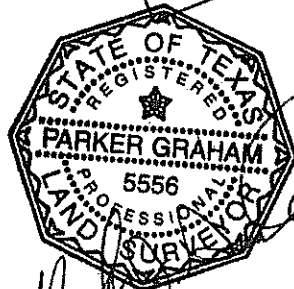
OWNER: KENNETH PATRICK WHITLESEY  
AND ANA ROSA WHITLESEY  
A CALLED 16.416 ACRE TRACT  
DOC. NO. 2015017002 (O.P.R.)

OWNER: IRMA DIAZ  
REMNANT OF A  
CALLED 26.045 ACRE TRACT  
DOC. NO. 2002058098 (O.P.R.)

**JOHN T. CHURCH  
SURVEY  
ABSTRACT NO. 140**

EXHIBIT  
OF

A 0.040 ACRE, OR 1,745 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 1.998 ACRE TRACT, DESCRIBED IN CONVEYANCE TO KENNETH E. KIRK AND THERESA M. KIRK IN WARRANTY DEED RECORDED IN DOCUMENT NO. 9667430 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711  
TBP# FIRM REGISTRATION #470 | TPL# FIRM REGISTRATION #10028801

REVISED:  
06/02/17  
06/16/17  
12/19/17

DECEMBER 19, 2017

SHEET 3 OF 3

JOB No.: 59006-16



# EXHIBIT "C"

Parcel 7

DEED  
CR 176 Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**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 KENNETH E. KIRK and THERESA M. KIRK, 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 0.040 acre (1,745 Sq. Ft.) tract of land in the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 7).

**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 CR176.

**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 16 day of May, 2018.

**GRANTOR:**

  
\_\_\_\_\_  
Kenneth E. Kirk

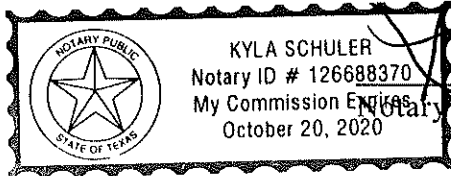
**ACKNOWLEDGMENT**

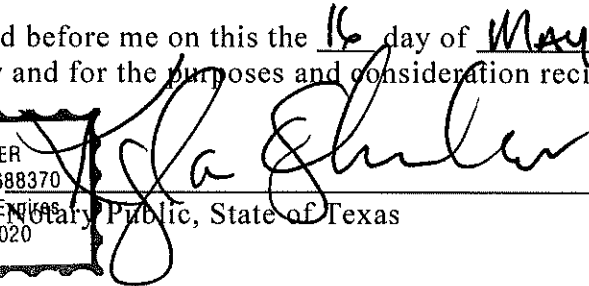
STATE OF TEXAS

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§  
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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 16 day of May, 2018 by Kenneth E. Kirk, in the capacity and for the purposes and consideration recited therein.



  
\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

*Theresa M. Kirk*  
Theresa M. Kirk

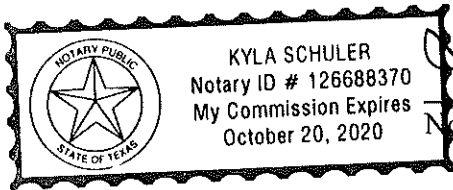
**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 16 day of May, 2018 by Theresa M. Kirk, in the capacity and for the purposes and consideration recited therein.



*Kyla Schuler*  
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:**