

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 18

THIS REAL ESTATE CONTRACT ("Contract") is made by SAMUEL GLENN PATTERSON (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 1.378 acre (approximately 60,035 Sq. Ft.) tract of land in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas, said land being a portion of that certain tract of land, called 7.00 acres, as conveyed to Samuel Glenn Patterson by deed as recorded in Volume 1902, Page 459, of the Official Records of Williamson County, Texas; said 1.378 acre tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18**)

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, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TWO HUNDRED-FIVE THOUSAND NINE HUNDRED FORTY-FOUR and 00/100 Dollars (\$205,944.00).

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 Independence Title Company on or before January 24, 2020, 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.

(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 and Additional Compensation.

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:



Samuel Glen Patterson

Address: 3651 CR 110
Georgetown TX. 78626

Date: 12/11/19

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel: 18
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 18

BEING 1.378 acres (60,033 Square Feet) of land, situated in the W. Addison Survey, Abstract No. 21, in Williamson County, Texas, said land being a portion of that certain tract of land, called 7.00 acres, as conveyed to Samuel Glenn Patterson by deed as recorded in Volume 1902, Page 459, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point (Surface Coordinates determined as N=10194252.65, E=3148806.20) on the north line of County Road No. 110 for the Southeast corner of the above-referenced 7.00 acre Samuel Glenn Patterson tract, being the Southwest corner of that certain tract of land, called 15.12 acres, as conveyed to John Valenta and wife, Myra Valenta, by deed as recorded in Volume 2225, Page 432, of the Official Records of Williamson County, Texas, for the Southeast corner hereof, from which a ½-inch iron rebar found for the Northeast corner of the above-referenced 7.00 acre Samuel Glenn Patterson tract bears N 16°50'30" W, 511.70 feet;

THENCE, along the said north line of County Road No. 110, S 73°13'30" W, 610.64 feet to an iron pin found marking the Southwest corner of the said 7.00 acre Samuel Glenn Patterson tract, being the Southeast corner of that certain tract of land, called 7.00 acres, as conveyed to Iva Elizabeth Patterson by deed as recorded in Volume 1902, Page 462, of the Official Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the west line of the 7.00 acre Samuel Glenn Patterson tract, being the east line of the said 7.00 acre Iva Elizabeth Patterson tract, N 16°47'00" W, 78.52 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 118+99.96 for the Northwest corner hereof;

THENCE, N 69°31'00" E, 611.80 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 125+11.75 on the east line of the said 7.00 acre Samuel Glenn Patterson tract, being the west line of the said 15.12 acre Valenta tract, for the Northeast corner hereof;

THENCE, S 16°50'30" E, 118.12 feet to the Place of **BEGINNING** and containing 1.378 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



Project No. 22009

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 18.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

7.00 AC
NA ELIZABETH PATTERSON
1902/462

7.00 AC
SAMUEL GLENN PATTERSON
1902/459

15.12 AC
JOHN VALENTA AND WIFE.
MYRA VALENTA
2225/432

STA. 118+99.96
O/S 68.00' LT
W ADDISON
ABSTRACT No. 21

60,033 SF
1.378 AC

STA. 125+11.75
O/S 68.00' LT

PROPOSED ROW

N 69° 31' 00" E 611.80'

(S 75° 44' W 610.62')
S 73° 13' 30" W 610.64'

CR 110

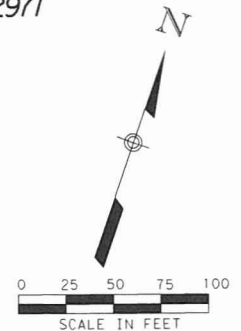
C BELL
ABSTRACT No. 112

POINT OF BEGINNING
STA. 125+04.23
O/S 49.88' RT
SURFACE COORDINATES
N 10194252.65
E 3148806.20

5.000 AC
DEBRA BRIGGS
2001029503

5.000 AC
BERNARD ANDERSON &
WIFE GLADYS ANDERSON
2001029504

TRACT TWO
223.20 AC
BERNARD S. &
GLADYS R.
ANDERSON TRUST
2010022971



PAGE 1 OF 2

STEGE BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 T/F 512.930.9411 W 512.930.9412
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

SAMUEL GLENN PATTERSON

SCALE:
1"=100'

PARCEL:
18

PROJECT:
CR 111

COUNTY:
WILLIAMSON

W
WILLIAMSON
COUNTY
1848

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 ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 16°47'00" W	78.52'
L2	S 16°50'30" E	118.12'
L3	N 69°31'00" E	63.99'
L4	N 73°11'00" E	589.45'
(L4)	S 75°34'45" W	589.25'
L5	N 69°31'00" E	602.03'
L6	S 73°10'45" W	162.97'
(L6)	S 75°44' W	162.99'

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. LONE STAR GAS COMPANY, VOL. 239, PG. 19
2. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 276
3. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 278
4. TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY, VOL. 555, PG. 278
5. JONAH WATER SUPPLY CORP., VOL. 563, PG. 590
6. JONAH WATER SUPPLY CORP., VOL. 1032, PG. 470

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

 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS



PAGE 2 OF 2


STEGER BIZZELL

ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
TEL	512.930.9412	TELE FAX 512.930.9412
WEBSITE	WWW.STEGERBIZZELL.COM	
SERVICES	>>ENGINEERS >>PLANNERS >>SURVEYORS	

PARCEL PLAT SHOWING PROPERTY OF:

SAMUEL GLENN PATTERSON

 SCALE:
 1"=100'

 PARCEL:
 18

 PROJECT:
 CR 111

 COUNTY:
 WILLIAMSON


EXHIBIT "B"

Parcel 18

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§

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 SAMUEL GLENN PATTERSON, 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 1.378 acre (60,035 Sq. Ft.) tract of land in the W. Addison Survey, Abstract No. 21, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18**)

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 CR 111/Westinghouse Road.

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 ____ day of _____, 2019.

[signature page follows]

GRANTOR:

Samuel Glenn Patterson

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 _____, 2019 by Samuel Glenn Patterson, 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: