

**REAL ESTATE CONTRACT**  
**CR 111--Drainage Easement**

State of Texas

County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between GRACIELLA HERNANDEZ, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (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:

Drainage easement interest in all of that certain 0.111 acre (4,836 square foot) tract of land, more or less, being out of the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 44DE**)

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 and fixtures situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II**  
**PURCHASE PRICE**

Amount of Purchase Price

2.01. The purchase price for the Property shall be the sum of TEN THOUSAND TWO HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS (\$10,228.00).

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.)

#### **Preliminary Title Commitment**

3.02. Within twenty (20) days after the date hereof, Purchaser, at Purchaser's sole cost and expense, shall have caused the Texas American Title Company ("Title Company") to issue a preliminary title report (the "Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property. In the event that title to the property is not satisfactory to Purchaser, Seller shall provide Purchaser with any assistance reasonably requested as necessary to eliminate or modify such matters. In the event Seller is unable to do so within thirty (30) days after receipt of notice, Purchaser may terminate this Contract and it shall thereupon be null and void for all purposes and the Escrow Deposit shall be forthwith returned by the title company to Purchaser, as provided in Article VII. Purchaser's failure to give Seller this notice shall not be deemed to be Purchaser's acceptance of the Title Commitment.

#### **Survey**

3.03. Within ten (10) days from the date hereof, Purchaser, at Purchaser's sole cost and expense, shall cause to be delivered a current plat of survey of the Property, prepared by a duly licensed Texas land surveyor. The survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall set forth the number of total acres comprising the Property, together with a metes and bounds description thereof.

If any portion of the survey is unacceptable to Purchaser, then Purchaser shall give Seller notice of this fact. Seller shall provide Purchaser with any assistance reasonably requested as necessary to eliminate or modify such matters. In the event Seller is unable to do so within ten (10) days after receipt of written notice, Purchaser may terminate this Contract, and the Contract shall thereupon be null and void for all purposes and the Escrow Deposit shall be returned by the title company to Purchaser, as provided in Article VII. Purchaser's failure to give Seller this written notice shall not be deemed to be Purchaser's acceptance of the survey.

### Miscellaneous Conditions

3.04. 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 knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than Seller;

(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 at 203 W. Main Street Suite A Pflugerville, TX on or before January 31, 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 (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 Drainage Easement conveying good and marketable easement interest to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, 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.
- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Austin Title, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title 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;" 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."
- (3) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall 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. All special taxes or assessments to the closing date shall be paid by Seller. 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 ESCROW DEPOSIT**

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the Title Company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VII 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 shall be forthwith returned by the title company to Purchaser.

#### **ARTICLE VIII 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 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.

## **ARTICLE IX MISCELLANEOUS**

### Notice

10.01. 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

10.02. 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

10.03. 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

10.04. 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

10.05. 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

10.06. Time is of the essence in this Contract.

### Gender

10.07. 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

10.08. Upon request of either party, both parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

10.09 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

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

Possession and Use Agreement

10.11 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related drainage facilities, upon full execution of this contract.

Counterparts

10.12. This Contract may be executed in any number of counterparts.

**SELLER:**

  
GRACIELLA HERNANDEZ

Address: 1200 County Rd 105  
Hutto TX 78634

Date: 12-19-19

**PURCHASER:**

County of Williamson

By: \_\_\_\_\_  
Bill Gravell Jr. County Judge

710 Main Street, #201  
Williamson County Courthouse  
Georgetown, Texas 78626

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



**EXHIBIT A**

**County:** Williamson  
**Parcel:** 44DE  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 44DE**

BEING a 0.111 of one acre parcel (4,836 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of Lot 75, as shown on BELL MEADOWS SECTION TWO, a subdivision recorded in Cabinet Q, Slide 10 of the Plat Records of Williamson County, Texas, said Lot 75 being described in a General Warranty Deed with Vendor's Lien to Graciella Hernandez, recorded in Document No. 2013042274 of the Official Public Records of Williamson County, Texas. Said 0.111 of one acre parcel being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10197392.56, E: 3155058.52) for the Northeast corner of said Lot 75 and the Northwest corner of Lot 76 of said BELL MEADOWS SECTION TWO, also being in the existing Southeasterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar found being 71.17 feet right of and at a right angle to Engineers Centerline Station 196+74.23, from which a 1/2-inch iron rebar found for the Northeast corner of said Lot 76 and the Northwest corner of Lot 77 of said BELL MEADOWS SECTION TWO, bears North 68°32'45" East a distance of 133.40 feet;

**THENCE South 20°17'30" East** departing said existing Southeasterly right-of-way line of County Road No. 105, along the East line of said Lot 75 and the West line of said Lot 76, a distance of **142.77** feet to the Southeast corner of the herein described tract, also being the Northerly line of an existing drainage easement described in the said BELL MEADOWS SECTION TWO;

**THENCE South 79°57'30" West** over and across said Lot 75 and along the Northerly line of the said existing drainage easement a distance of **34.29** feet to the Southwest corner of the herein described tract;

**THENCE North 21°07'30" West** departing said existing drainage easement and continuing over and across said Lot 75, a distance of **135.92** feet to the Northwest corner of the herein described tract, said point being 71.41 feet right of and at a right angle to Engineers Centerline Station 196+38.51, also being in the North line of said Lot 75 and said existing Southeasterly right-of-way line of County Road No. 105, from which a 1/2-inch iron rebar found for the Northwest corner of said Lot 75 and the Northeast corner of Lot 62, as shown on BELL MEADOWS SECTION ONE, a subdivision recorded in Cabinet O, Slide 95 of said Plat Records, also being in said existing Southeasterly right-of-way line of County Road No. 105, bears South 68°29'45" West a distance of 159.89 feet;

THENCE **North 68°29'45" East** along said North line of Lot 75 and said existing Southeasterly right-of-way line of County Road No. 105, a distance of **35.72** feet to the **POINT OF BEGINNING** and containing 0.111 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

This property description is accompanied by a separate plat of even date.


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 under my supervision 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 1 day of November, 2016, A.D.

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



PLAT TO ACCOMPANY PARCEL DESCRIPTION

0 25 50 75 100  
SCALE IN FEET



44.72 AC  
RUSSELL J. SALISBURY  
& WIFE, RAQUEL M. SALISBURY  
2319/861

15.00 AC  
RUSSELL J. SALISBURY  
& WIFE, RAQUEL M. SALISBURY  
1988/496

REMAINDER OF  
52.44 AC  
LA MIRAJ, LTD.  
2055/142

PROPOSED ROW

STA. 196+38.51  
O/S 71.41 RT

POINT OF BEGINNING  
STA. 196+74.23  
O/S 71.17 RT  
SURFACE COORDINATES  
N 10197392.56  
E 3155058.52

CR105

JOSE E. &  
JOEL E. CARILLO  
2014020953

34

WILLOW DRIVE

62

DOMETRA M.  
MCINTYRE  
2000045909

EXISTING 10' ELECTRIC EASEMENT  
EXISTING 10' DRAINAGE, MAINTENANCE,  
& PUBLIC UTILITY EASEMENT

EXISTING 20'  
DRAINAGE  
EASEMENT

GRACIELLA  
HERNANDEZ  
2013042274

75

CARLOS  
ALBERTO  
RUIZ  
2012022188

76

77

PROPOSED  
DRAINAGE  
EASEMENT  
4,836 SF  
0.111 AC

BELL MEADOWS  
SECTION ONE  
O/95

BELL MEADOWS  
SECTION TWO  
Q/10

J. MCQUEEN  
ABSTRACT No. 426

PAGE 1 OF 2

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

GRACIELLA HERNANDEZ



WILLIAMSON  
COUNTY

1848

SCALE:  
1"=100'

PARCEL:  
44DE

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON



# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## 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 REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⌒ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 20°17'30" E	142.77'
L2	S 79°57'30" W	34.29'
L3	N 21°07'30" W	135.92'
L4	N 68°29'45" E	35.72'

NOTES:  
ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.

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

1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 267
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 621
3. JONAH WATER SUPPLY CORP., VOL. 563, PG. 651

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

  
11-1-16  
PATRICK J. STEVENS  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784  
STATE OF TEXAS



PAGE 2 OF 2



PARCEL PLAT SHOWING PROPERTY OF:

GRACIELLA HERNANDEZ

SCALE:  
1"=100'

PARCEL:  
44DE

PROJECT:  
CR 111

COUNTY:  
WILLIAMSON

