

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 29

THIS REAL ESTATE CONTRACT ("Contract") is made by THE RANCHES AT EMERALD MEADOWS, LLC (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 tract of land totaling 0.024 acre (1,062 Sq. Ft.) in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 29**);

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 and Additional Compensation

2.01. The Purchase Price for the fee simple portion of the Property interests described in Exhibit "A" shall be the sum of TWO THOUSAND FIVE HUNDRED and 00/100 Dollars (\$2,500.00).

2.1.1. As Additional Compensation for any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller, Purchaser shall pay the sum of TWELVE THOUSAND FIVE HUNDRED EIGHTY and 00/100 Dollars (\$12,580.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 Georgetown Title Company on or before February 28, 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) Provide requested assistance, at no cost to Seller, to cause issuance to Purchaser of 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 party incurring same 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:

The Ranches at Emerald Meadows, LLC

By: Sam Darlington

Address: 700 CR 105

Name: Sam Darlington

Its: The Ranches at Emerald Meadows
owner

Hutto, TX 78634

Date: Jan 29, 2020

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: 29
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 29

BEING 0.024 of an acre (1,061 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 50.441 acres, save and except 10.82 acres, as conveyed to The Ranches at Emerald Meadows, LLC, by deed as recorded in Document No. 2015044217, of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor (now retired) and being more particularly described as follows;

BEGINNING at a 1/2 inch iron pin with cap stamped "RPLS 5784" set in place of a 1/2 inch iron rod found in 2015 (Surface Coordinates determined as N=10195810.74, E=3152973.69) on the south line of County Road No. 105 marking the Northwest corner of the said 50.441 acre Ranches at Emerald Meadows tract, being the Northeast corner of that certain Tract One, called 52.41 acres, as conveyed to Mary L. Bost, Trustee, of the Family Trust Established Under the Will of Robert H. Bost of record as Document No. 2013006956 of the Official Public Records of Williamson County, Texas, being the Southwest corner of that certain tract of land, called 2.585 acres, as conveyed to Don Wilson, County Judge of Williamson County, and his successors in office, by deed as recorded in Volume 1649, Page 206, of the Official Records of Williamson County, Texas for the Northwest corner hereof;

THENCE, along the said south line by County Road No. 105, being the south line of the said 2.585 acres Williamson County tract, being the north line of the said 50.441 acre Ranches at Emerald Meadows tract, along a curve to the left (Radius = 836.65 feet, Delta = 6°41'45", Long Chord bears N 65°07'30" E, 97.95 feet) an arc distance of 98.01 feet to a 1/2 inch iron rod with cap stamped "RPLS 5784" set 68.00 feet right of Engineers Centerline Station 170+41.95 for the most easterly corner hereof;

THENCE, along a curve to the right (Radius = 1,568.00 feet, Delta = 3°43'15", long chord bears S 52°23'30" W, 101.79 feet) an arc distance of 101.80 feet to a 1/2 inch iron rod with cap stamped "RPLS 5784" set 68.00 feet right of Engineers Centerline Station 169+44.56 on the west line of said 50.441 acre Ranches at Emerald Meadows tract, being the east line of the said 52.11 acre Bost Tract One, for the Southwest corner hereof;

THENCE, with the common line of said 50.441 acre Ranches at Emerald Meadows tract and said 52.11 acre Bost Tract One, N 21°28'45" W, a distance of 22.48 feet to the Place of **BEGINNING** and containing 0.024 of an acre of land.

Note: All bearings are based on grid bearing. 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.

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 under the direction and supervision of Brian F. Peterson, RPLS (now retired) 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 14 day of October, 2019, A.D.

StegerBizzell, Inc.

Patrick J. Stevens

Registered Professional Land Surveyor, No. 5784

1978 S. Austin Ave, Georgetown, Texas

TBPELS No. 100037000

State of Texas



Project No. 22009-29

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 29.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION

VALLEY VISTA

P/18

ALYSON LANE

CESAR &
BIVIANA BELTRAN
201007159

JOSE PABLO MONROE
NIETO & MARIA ISABEL
MARTINEZ CASTILLO
201028121

LORENA SANDOVAL
201059654

BLOCK C

POINT OF BEGINNING
STA. 169+49.93
O/S 46.23' RT
SURFACE COORDINATES
N 10195810.74
E 3152973.69

1,061 SF
0.024 AC

CR105

N 68°54'00" E 1,463.61'
(N 71° E 1,461.5')

C3 STA. 169+44.56
O/S 68.00' RT

STA. 170+41.95
O/S 68.00' RT

2.585 AC
DON WILSON, COUNTY JUDGE
OF WILLIAMSON COUNTY
AND HIS SUCCESSORS IN OFFICE
1649/206

52.41 AC
TRACT ONE
MARY L. BOST TRUSTEE
OF THE FAMILY TRUST
ESTABLISHED UNDER
THE WILL OF ROBERT H. BOST
2013006956

50.44 AC
SAVE AND EXCEPT 10.82 AC
THE RANCHES AT
EMERALD MEADOWS, LLC
2015044217



J. MCQUEEN
ABSTRACT No. 426

PAGE 1 OF 2

STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
SAMUEL DARLINGTON AND WIFE ALIDA DARLINGTON



SCALE:
1"=100'

PARCEL:
29

PROJECT:
CR 111

COUNTY:
WILLIAMSON

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 75626
PHONE 512.933.6612 FAX 512.933.6613 STEGERBIZZELL.COM
SERVICES ENGINEERS PLANNERS SURVEYORS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" ROD REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- () RECORD INFORMATION

CODE	BEARING	DISTANCE
L1	N 21°28'45" W	22.48'

P.O.R. POINT OF REFERENCE
P.O.B. POINT OF BEGINNING
— LINE BREAK

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	836.65'	98.01'	N 65°07'30" E	97.95'	6°41'45"
C2	1,568.00'	101.80'	S 52°23'30" W	101.79'	3°43'15"
C3	1,568.00'	400.26'	N 61°33'45" E	399.17'	14°37'30"
C4	838.65'	508.76'	N 47°24'00" E	500.98'	34°45'30"
(C4)	838.65'	604.83'	N 50°11'50" E	591.81'	

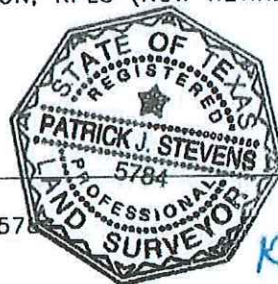
NOTES:

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 SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 IN JUNE, 2015, UNDER THE DIRECTION AND SUPERVISION OF BRIAN F. PETERSON, RPLS (NOW RETIRED).

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS



PAGE 2 OF 2

STEGER BIZZELL

1278 S. AUSTIN AVENUE
612.930.8412
1000 W. 10TH STREET
GEORGETOWN, TX 78626
STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
SAMUEL DARLINGTON AND WIFE ALIDA DARLINGTON

SCALE:
1"=100'

PARCEL:
29

PROJECT:
CR 111

COUNTY:
WILLIAMSON



Exhibit "B"

Parcel 29

DEED

County Road 111/Westinghouse Road 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 THE RANCHES AT EMERALD MEADOWS, LLC, 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 0.024 acre (1,062 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 29**)

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 _____, 2020.

[signature page follows]

GRANTOR:

The Ranches at Emerald Meadows, LLC

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, 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: