

**REAL ESTATE CONTRACT**

Corridor H/Sam Bass Road Right of Way—Parcel 27

THIS REAL ESTATE CONTRACT (“Contract”) is made by DAVID ALLEN HUFF and wife, CAROLYN BUSSIE HUFF (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 0.925 acre (approximately 40,277 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 27**);

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of THREE HUNDRED THREE THOUSAND SIX HUNDRED EIGHTY-EIGHT and 00/100 Dollars (\$303,688.00).

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.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

**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.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 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 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.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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:**

David Allen Huff  
David Huff (Apr 9, 2020)  
David Allen Huff

Apr 9, 2020  
Date: \_\_\_\_\_

Address: 4409 Sam Bass Road  
Round Rock, TX 78681

Carolyn Bussie Huff  
Carolyn Bussie Huff (Apr 9, 2020)  
Carolyn Bussie Huff

Apr 9, 2020  
Date: \_\_\_\_\_

Address: 4409 Sam Bass Road  
Round Rock, TX 78681

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

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

EXHIBIT "A"

County: Williamson  
Parcel No.: 27  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 1 of 5  
April 7, 2020

**PROPERTY DESCRIPTION FOR PARCEL 27**

DESCRIPTION OF A 0.925 ACRE (40,277 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 29.27 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO DAVID ALLEN HUFF AND WIFE, CAROLYN BUSSIE HUFF, RECORDED MAY 24, 1977 IN VOLUME 670, PAGE 555, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.925 ACRE (40,277 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap found 340.58 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 319+16.19 on the east line of said 29.27 acre tract, for the south corner of Lot 114B, Resubdivision of Lot 114 Great Oaks Subdivision, a subdivision of record in Cabinet R, Slide 323, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described in a deed to David A. Franklin and Janis E. Franklin, recorded in Document No. 2007064920, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

**THENCE** N 20°23'32" W, with the common line of said Lot 114B and said 29.27 acre tract, passing at a distance of 415.07 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 25.45 feet right of Sam Bass Road E.C.S. 316+46.06 on the proposed south right-of-way line of Sam Bass Road, and continuing for a total distance of 416.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,661.25, E=3,111,467.83) set 24.00 feet right of Sam Bass Road E.C.S. 316+44.82, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein;

**THENCE** departing the common line of said Lot 114B and said 29.27 acre tract, with the proposed south right-of-way line of said Sam Bass Road, over and across said 29.27 acre tract, the following six (5) courses and distances numbered 1-5:

- 1) N 69°47'20" W, a distance of 69.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S. 315+75.11, said point being the beginning of a curve to the right,
- 2) With said curve to the right, an arc distance of 165.10 feet, through a central angle 04°40'25", having a radius of 2,024.00 feet, and a chord that bears N 67°27'07" W, a distance of 165.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 24.00 feet right of Sam Bass Road E.C.S. 314+11.97,
- 3) N 60°02'49" W, a distance of 70.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 313+42.51,
- 4) N 63°07'32" W, a distance of 395.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 309+46.54, said point being the beginning of a curve to the left, and



EXHIBIT "A"

County: Williamson  
Parcel No.: 27  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 2 of 5  
April 7, 2020

- 5) With said curve to the left, an arc distance of 156.00 feet, through a central angle  $04^{\circ}30'43''$ , having a radius of 1,981.00 feet, and a chord that bears  $N 65^{\circ}22'53'' W$ , a distance of 155.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 307+89.04 on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, per plat recorded in Document No. 2017048609, P.R.W.C.TX., for the southwest corner of the parcel described herein;

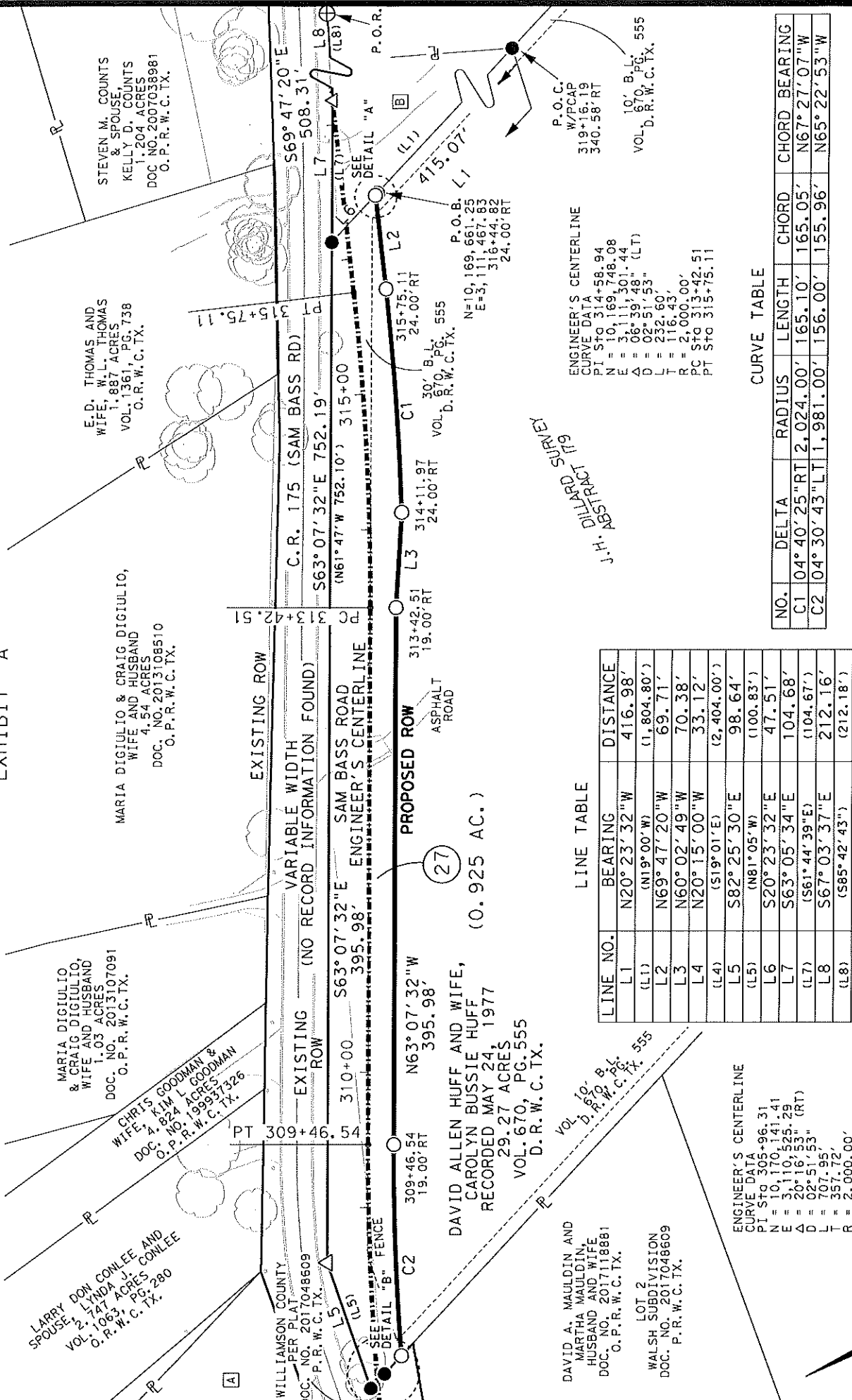
**THENCE** departing the proposed south right-of-way line of said Sam Bass Road, with the existing south right-of-way line of said Sam Bass Road, the following three (3) courses and distances numbered 7-9:

- 6)  $N 20^{\circ}15'00'' W$ , passing at a distance of 18.40 feet a 1/2-inch iron rod found, and continuing for a total distance of 33.12 feet to a 1/2-inch iron rod found, for the northwest corner of said 29.27 acre tract and the parcel described herein,
- 7)  $S 82^{\circ}25'30'' E$ , a distance of 98.64 feet to a calculated point, and
- 8)  $S 63^{\circ}07'32'' E$ , a distance of 752.19 feet to a 1/2-inch iron rod found, for the northwest corner of said Lot 114B, same being the northeast corner of said 29.27 acre tract and the parcel described herein, from which a magnail found, for the northeast corner of said Lot 114B bears  $S 63^{\circ}05'34'' E$ , a distance of 104.68 feet to a calculated point, and  $S 67^{\circ}03'37'' E$ , a distance of 212.16 feet;

**THIS SPACE INTENTIONALLY LEFT BLANK**



EXHIBIT "A"



H. H. HILLARD SURVEY

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N20°23'32"W	416.98'
(L1)	(N19°00'W)	(1,804.80')
L2	N69°47'20"W	69.71'
L3	N60°02'49"W	70.38'
L4	N20°15'00"W	33.12'
(L4)	(S19°01'E)	(2,404.00')
L5	S82°25'30"E	98.64'
(L5)	(N81°05'W)	(100.83')
L6	S20°23'32"E	47.51'
L7	S63°05'34"E	104.68'
(L7)	(S61°44'39"E)	(104.67')
L8	S67°03'37"E	212.16'
(L8)	(S85°42'43")	(212.18')

ENGINEER'S CENTERLINE  
 CURVE DATA  
 PI STA 305+96.31  
 N = 10,170.14141  
 E = 3,110.52529  
 Δ = 20°16'53" (RT)  
 D = 02°51'53"  
 L = 107.95'  
 T = 357.72'  
 R = 2,000.00'  
 PC STA 302+38.59  
 PT STA 309+46.54

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°40'25"RT	2,024.00'	165.10'	165.05'	N67°27'07"W
C2	04°30'43"LT	1,981.00'	156.00'	155.96'	N65°22'53"W

ENGINEER'S CENTERLINE  
 CURVE DATA  
 PI STA 314+58.94  
 N = 10,169,748.08  
 E = 3,111,301.44  
 Δ = 06°39'48" (LT)  
 D = 02°51'53"  
 L = 232.60'  
 T = 116.43'  
 R = 2,000.00'  
 PC STA 313+42.51  
 PT STA 315+75.11



4801 Southwest Parkway  
 Building Two, Suite 100  
 Austin, Texas 78735  
 (512) 447-0575  
 Fax: (512) 326-3029  
 Texas Firm Registration No. 10064300

REF. FIELD NOTE NO. 46554  
 PAGE 4 OF 5  
 FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\27\PLAT00P-27.dgn  
 EXISTING 29.27 AC. ACQUIRE 0.925 AC. REMAINING 28.345 AC. RIGHT  
 RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 DAVID ALLEN HUFF AND WIFE,  
 CAROLYN BUSSIE HUFF  
 PARCEL 27  
 0.925 AC. (40,277 SQ. FT.)

LARRY DON CONLEE AND SPOUSE  
 2,747 ACRES  
 O.R.W.C.TX. PG. 280  
 DOC. NO. 2017048609  
 P.R.W.C.TX.

MARIA DIGIULIO & CRAIG DIGIULIO, WIFE AND HUSBAND  
 1.03 ACRES  
 O.P.R.W.C.TX.  
 DOC. NO. 2013107091

CHRIS GOODMAN & WIFE, KIM L GOODMAN  
 4.824 ACRES  
 O.P.R.W.C.TX. PG. 326  
 DOC. NO. 199937326

MARIA DIGIULIO & CRAIG DIGIULIO, WIFE AND HUSBAND  
 4.54 ACRES  
 O.P.R.W.C.TX.  
 DOC. NO. 2013108510

E.D. THOMAS AND WIFE, W.L. THOMAS  
 1.887 ACRES  
 VOL. 1361, PG. 738  
 O.R.W.C.TX.

STEVEN M. COUNTS & SPOUSE,  
 KELLY D. COUNTS  
 1.204 ACRES  
 DOC NO. 2007038981  
 O.P.R.W.C.TX.

WILLIAMSON COUNTY  
 PER PLAT  
 DOC. NO. 2017048609  
 P.R.W.C.TX.

EXISTING VARIABLE WIDTH (NO RECORD INFORMATION FOUND)  
 ENGINEER'S CENTERLINE  
 SAM BASS ROAD  
 395.98'

DAVID ALLEN HUFF AND WIFE,  
 CAROLYN BUSSIE HUFF  
 RECORDED MAY 24, 1977  
 29.27 ACRES  
 VOL. 670, PG. 555  
 D.R.W.C.TX.

PROPOSED ROW  
 ASPHALT ROAD  
 313+42.51  
 19.00' RT

(0.925 AC.)

P.O.B.  
 N=10,169,661.25  
 E=3,111,467.83  
 316+44.82  
 24.00' RT  
 VOL. D.R.W.C.TX.  
 30' B.L. PG. 555  
 315+75.11  
 24.00' RT

DAVID A. MAULDIN AND MARTHA MAULDIN, HUSBAND AND WIFE  
 DOC. NO. 2017118881  
 O.P.R.W.C.TX.

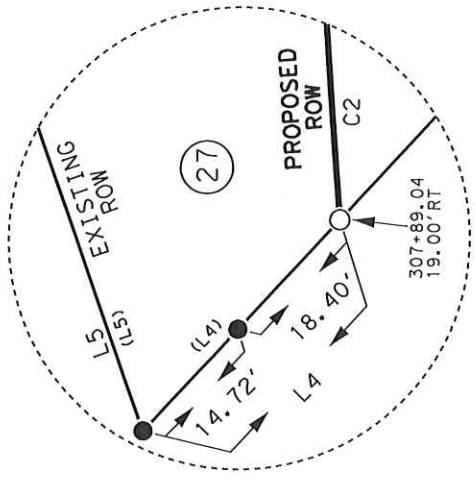
LOT 2  
 WALSH SUBDIVISION  
 DOC. NO. 2017048609  
 P.R.W.C.TX.

P.O.C.  
 W/PCAP  
 319+16.19  
 340.58' RT  
 10' B.L. PG. 555  
 VOL. D.R.W.C.TX.

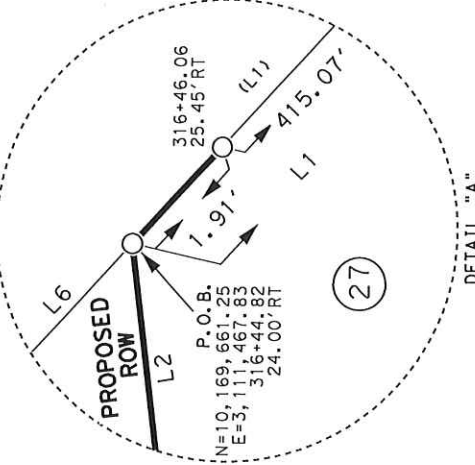
EXHIBIT "A"

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- ⊕ MAGNAIL FOUND
- △ CALCULATED POINT
- ⊕ PROPERTY LINE
- ⊕ RECORD INFORMATION
- ( ) P.O.B.
- ⊕ P.O.C.
- ⊕ P.O.R.
- N, T, S.
- D. R. W. C. TX.
- O. R. W. C. TX.
- O. P. R. W. C. TX.
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



DETAIL "A" NOT TO SCALE



DETAIL "B" NOT TO SCALE

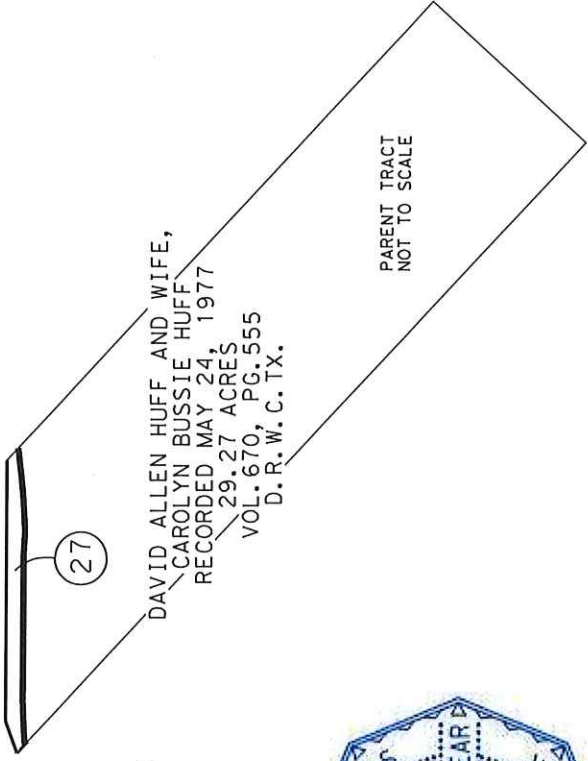
**A** JOEL T. ROGERS  
CALLED 2.00 AC.  
TRACT 1  
O. P. R. W. C. TX.

**B** DAVID A. FRANKLIN  
& JANIS E. FRANKLIN  
DOC. NO. 2007064920  
O. P. R. W. C. TX.

LOT 114B  
RESUBDIVISION OF LOT 114  
GREAT OAKS SUBDIVISION  
CABINET R, SLIDE 323  
P. R. W. C. TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVDD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
  2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006440, EFFECTIVE DATE FEBRUARY 27, 2020, AND ISSUED DATE MARCH 9, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
  4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- \* AREA CALCULATED BY SAM, LLC.



PARENT TRACT NOT TO SCALE



4/7/20

Scott C. Brashear

DATE

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

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

FILE: \\saming\ous\PROJECTS\1017038216\100\Survey\03Exhibits\27\PLAT\00\p-27.dgn  
EXISTING 29.27 AC. ACQUIRE 0.925 AC. REMAINING 28.345 AC. RIGHT OF WAY 0.925 AC. TOTAL 29.27 AC.

4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Firm Registration No. 10064300



RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
DAVID ALLEN HUFF AND WIFE,  
CAROLYN BUSSIE HUFF  
PARCEL 27  
0.925 AC. (40,277 SQ. FT.)