REAL ESTATE CONTRACT

Corridor C—SH29 Bypass – Langston (7)

THIS REAL ESTATE CONTRACT ("Contract") is made by THOMAS D. LANGSTON (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 2.306 acre (100,445 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426 in Williamson County, Texas and being a portion of that called 55.2342 acre tract of land described in Warranty Deed to Thomas Dee Langston recorded in Document No. 2009033393 and corrected in Document No. 2009047006, both of the Official Public Records of Williamson County, Texas; said 2.306 acre (100,445 Sq. Ft.) tract of land being more particularly 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 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

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of SIXTY-FIVE THOUSAND and 00/100 Dollars (\$65,000.00).

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 July 10, 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 monetary 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 reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, 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 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.

SELLER:

THOMAS D. LANGSTON

[Purchaser Acknowledgement Follows]

| PUR | CHASER: | |
|-------|-----------------------|-------------------------------------|
| WILI | LIAMSON COUNTY, TEXAS | |
| By: | <u> </u> | Address: 710 Main Street, Suite 101 |
| | Bill Gravell, Jr. | Georgetown, Texas 78626 |
| | County Judge | |
| Date: | | |

November 20, 2019 Page 1 of 4

County: Williamson

Parcel: 7

Project: Corridor C

EXHIBIT___A PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 2.306 ACRE (100,445 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 55.2342 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH TO THOMAS DEE LANGSTON RECORDED IN DOCUMENT NO. 2009033393 AND CORRECTED IN DOCUMENT NO. 2009047006 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.306 ACRE (100,445 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an axle found 569.31 feet right of proposed Corridor C baseline station 170+09.68 in the ostensible survey line of said John McQueen Survey and the Woodruff Stubblefield Survey, Abstract No. 556, being the northeasterly corner of said 55.2342 acre tract, same being the northwesterly corner of that called 20.0 acre Tract I described in Special Warranty Deed to Robert J. Klepzig and wife, Linda J. Klepzig recorded in Volume 2090, Page 905 of the Official Records of Williamson County, Texas, also being in the southerly boundary line of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and wife, Carol Jean Schmickrath recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas;

THENCE, departing said 20.0 acre tract, with the common boundary line of said 172.51 acre tract and said 55.2342 acre tract, with said ostensible survey line, S 68°41'07" W, for a distance of 1116.37 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10199661.66, E=3156053.80 TxSPC Zone 4203) 193.00 feet right of proposed Corridor C baseline station 161+05.10, in the proposed southerly right-of-way (ROW) line of Corridor C (variable ROW width), for the easterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said 172.51 acre tract, same being said ostensible survey line, through the interior of said 55.2342 acre tract, with said proposed ROW line, the following three (3) courses:

- along a curve to the right, having a delta angle 07°25'47", a radius of 2393.00 feet, to an arc length of 310.31 feet and a chord which bears S 64°54'42" W for a distance of 310.09 feet an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline station 158+19.82, for a point of tangency;
- 2) S 68°37'35" W for a distance of 128.53 feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline station 156+91.29, for the beginning of a non-tangent curve to the left;
- 3) along said curve to the left, having a delta angle 30°13'24", a radius of 1270.00 feet, an arc length of 669.92 feet and a chord which bears S 34°19'10" W for a distance of 662.18 feet an iron rod with aluminum cap stamped "ROW 4933" set 566.22 feet right of proposed Corridor C baseline station 151+44.31 in the westerly boundary line of said 55.2342 acre tract, same being in the easterly boundary line of the easterly remainder of that called 52.4 acre tract of land described in Deed to Ronny Jay Meinardus recorded in Volume 483, Page 462 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described tract:
- 4) THENCE, departing said proposed southerly ROW line, with the common boundary line of said 55.2342 acre tract and said easterly remainder of the 52.4 acre tract, N 21°32'24" W for a distance of 392.89 feet to an axle found in said ostensible survey line, same being the common northerly corner of said 55.2342 acre tract and said easterly remainder of the 52.4 acre tract, also being in the southerly boundary line of the remainder of that called 101.06 acre (Tract II) described in Warranty Deed With Vendor's Lien to David Curtis Belt and Patricia Carol Belt, husband and wife, recorded in Volume 2206, Page 720 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described tract:

County: Williamson Parcel: 7 Project: Corridor C

- 5) THENCE, departing said easterly remainder of the 52.4 acre tract, with said ostensible survey line, same being the common boundary line of said 55.2342 acre tract and said remainder of the 101.06 acre tract, N 68°35'21" E for a distance of 857.93 feet an iron rod found, being the southeasterly corner of said remainder of the 101.06 acre tract, same being the southwesterly corner of said 172.51 acre tract, for an angle point;
- 6) THENCE, departing said remainder of the 101.06 acre tract, continuing with said ostensible survey line, same being the common boundary line of said 55.2342 acre tract and said 172.51 acre tract, N 68°41'07" E for a distance of 128.17 feet to the POINT OF BEGINNING, containing 2.306 acres, (100,445 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

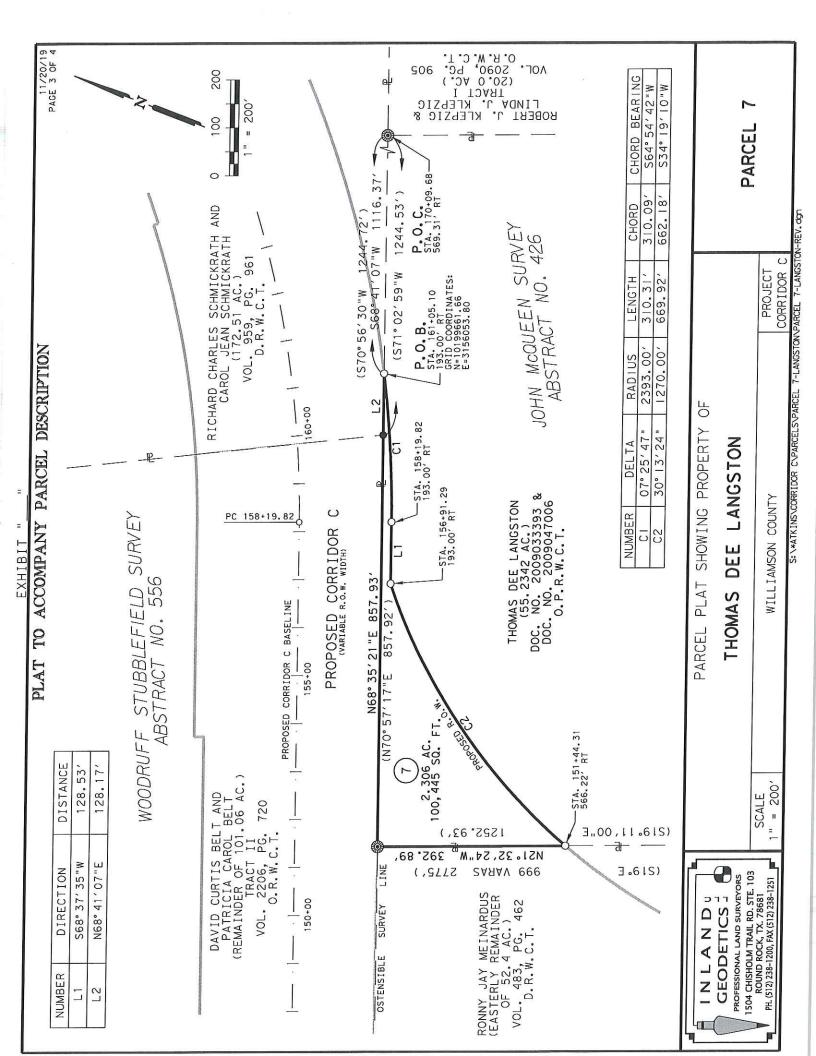
Inland Geodetics, LLC

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

Date
OF

M. STEPHEN TRUESDALE
4933
SUR



PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/1 PAGE 4 OF

LEGEND

| | TXDOT TYPE I CONCRETE MONUMENT FOUND | لی | CENTER LINE |
|----------|---|----------------|--------------------------|
| | IRON ROD FOUND W/TXDOT ALUMINUM CAP | പ | PROPERTY LINE |
| • | | · · | RECORD INFORMATION |
| | 72 IRON ROD FOUND UNLESS NOTED | <u></u> | INF BRFAK |
| • | 1/2" IRON ROD FOUND W/PLASTIC | -Z | LAND HOOK |
| | CAP, AS NOTED | P. O. B. | POINT OF BEGINNING |
| X | ANIOT TOOL TOIL | P. O. C. | POINT OF COMMENCEMENT |
| X | TENCE TOOL FOUND | S.T. | NOT TO SCALE |
| ◁ | CALCULATED POINT | D.R.W.C.T. | DEED RECORDS |
| 0 | IRON ROD W/ ALUMINUM CAP | | WILLIAMSON COUNTY, TEXAS |
| | STAMPED "ROW-4933" SFT | O. K. W. C. T. | OFFICIAL RECORDS |
| | IN ENT OFFICE (IN) | | WILLIAMSON COUNTY, TEXAS |
| | . C. T. C. T. C. C. T. C. | O. P. K. W. C. | OFFICIAL PUBLIC RECORDS |
| • | IRON PIPE FOUND | | WILLIAMSON COUNTY, TEXAS |
| @ | AXI F FOLIND | P. R. W. C. ⊺. | PLAT RECORDS |
| 9 | מצור - ססוס | | WILLIAMSON COUNTY, TEXAS |

Coordinates are surface values based on the Texas All bearings shown hereon are based on grid bearing. All distances are surface distances. State Plane Coordinate System, NAD 83, Central Zone. 2

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1937054-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 4, 2019, ISSUE DATE SEPTEMBER 12, 2019.

DOES NOT TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 294, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, 10A. EASEMENT GRANTED TO AFFECT.

M. STEHEN TRUESDALE

DATE:

4933

M. STEPHEN TRUÉSDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO.
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

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 DIRECT SUPERVISION.

ACQUISITION 2.306
CALC/DEED AREA 55.2342
REMAINDER AREA 52.9282

2, 406, 002 2, 305, 557

PARCEL PLAT SHOWING PROPERTY OF

THOMAS DEE LANGSTON

SCALE W1 = 200'

PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251

INLANDU GEODETICS WILLIAMSON

WILLIAMSON COUNTY

PARCEL

PROJECT

S: *ATKINS\CORRIDOR C\PARCELS\PARCEL 7-LANGSTON\PARCEL 7-LANGSTON

Parcel 7

<u>**DEED**</u> Corridor C—SH29 Bypass

THE STATE OF TEXAS \$

COUNTY OF WILLIAMSON \$

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 MEN BY THESE PRESENTS:

That THOMAS D. LANGSTON, 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 the certain tracts or parcels 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 2.306 acre (100,445 Sq. Ft.) tract of land in the John McQueen Survey, Abstract No. 426 in Williamson County, Texas and being a portion of that called 55.2342 acre tract of land described in Warranty Deed to Thomas Dee Langston recorded in Document No. 2009033393 and corrected in Document No. 2009047006, both of the Official Public Records of Williamson County, Texas; said 2.306 acre (100,445 Sq. Ft.) tract of land being more particularly 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 be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, 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 Corridor C/Southeast Inner Loop.

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 condemn | ation. | | | |
|---|----------|--|--|--|
| IN WITNESS WHEREOF, this instrument is executed on this the day of2020. | | | | |
| GRANTOR: | | | | |
| THOMAS D. LANGSTON | | | | |
| By: | Address: | | | |

[ACKNOWLEDGEMENT FOLLOWS]

Date:_____

ACKNOWLEDGMENT

| STATE OF TEXAS | § |
|----------------|--|
| | § |
| COUNTY OF | § |
| | dged before me on this the day of,, in the capacity and for the purposes and |
| | |
| | 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:

Sheets & Crossfield, P.C. 309 East Main Round Rock, Texas 78664