

## **REAL ESTATE CONTRACT**

Corridor H/Sam Bass Road Right of Way—Parcel 36

THIS REAL ESTATE CONTRACT (“Contract”) is made by RICKEY D. WELLS and SHERRY L. WELLS (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 0.035 acre (approximately 1,535 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas, being a portion of Lot 114A, 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 RICKEY D. WELLS and SHERRY L. WELLS, Recorded October 18, 2010 in Document No. 2010070539, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said tract being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 36**);

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 NINE THOUSAND ONE HUNDRED FORTY-TWO and 00/100 Dollars (\$9,142.00).

#### **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 August 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 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.

**SELLER:**

  
\_\_\_\_\_  
RICKEY D. WELLS

Address: 4401 SAM BASS RD  
ROUND ROCK, TX 78681

Date: 7/14/20

  
\_\_\_\_\_  
SHERRY L. WELLS

Address: 4401 SAM BASS RD  
ROUND ROCK, TX 78681

Date: 7/14/20

**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 No.: 36  
Highway: C.R. 175 (Sam Bass Road)  
Limits: From: F.M. 1431  
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4  
April 23, 2020

**PROPERTY DESCRIPTION FOR PARCEL 36**

DESCRIPTION OF A 0.035 ACRE (1,535 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 114A, 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 RICKEY D. WELLS AND SHERRY L. WELLS, RECORDED OCTOBER 18, 2010 IN DOCUMENT NO. 2010070539, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.035 ACRE (1,535 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 a called 29.27 acre tract, described in a deed to David Allen Huff and wife, Carolyn Bussie Huff, recorded in Volume 670, Page 555, Deed Records of Williamson County, (D.R.W.C.TX.), for the south corner of Lot 114B, of said Resubdivision of Lot 114 Great Oaks Subdivision, described in a deed to David A. Franklin and Janis E. Franklin, recorded in Document No. 2007064920, O.P.R.W.C.TX., same being the southwest corner of said Lot 114A;

**THENCE** N 22°34'05" E, with the common line of said Lot 114B and said Lot 114A, a distance of 316.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,563.00, E=3,111,734.72) set 24.00 feet right of Sam Bass Road E.C.S 319+29.22 on the proposed south right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 22°34'05" E, departing the proposed south right-of-way line of said Sam Bass Road, continuing with the common line of said Lot 114B and said Lot 114A, a distance of 13.78 feet to a magnail rod found on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said Lot 114B, same being the northwest corner of said Lot 114A and the parcel described herein;

2) **THENCE** S 67°04'36" E, departing the common line of said Lot 114B and said Lot 114A, with the existing south right-of-way line of said Sam Bass Road, a distance of 150.11 feet to a 1/2-inch iron rod found, for the northwest corner of Lot 113, Great Oaks Subdivision, a subdivision of record in Cabinet B, Slide 372, P.R.W.C.TX., described in a deed to Stephen C. Koehn and Patricia N. Koehn, recorded in Document No. 2004052046, O.P.R.W.C.TX., same being the northeast corner of said Lot 114A and the parcel described herein, from which a 1/2-inch iron rod found, for the northeast corner of said Lot 113 bears S 67°32'51" E, a distance of 199.97 feet;

3) **THENCE** S 22°34'05" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 113 and said Lot 114A, a distance of 6.67 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. 320+79.46 on the proposed south-right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein;



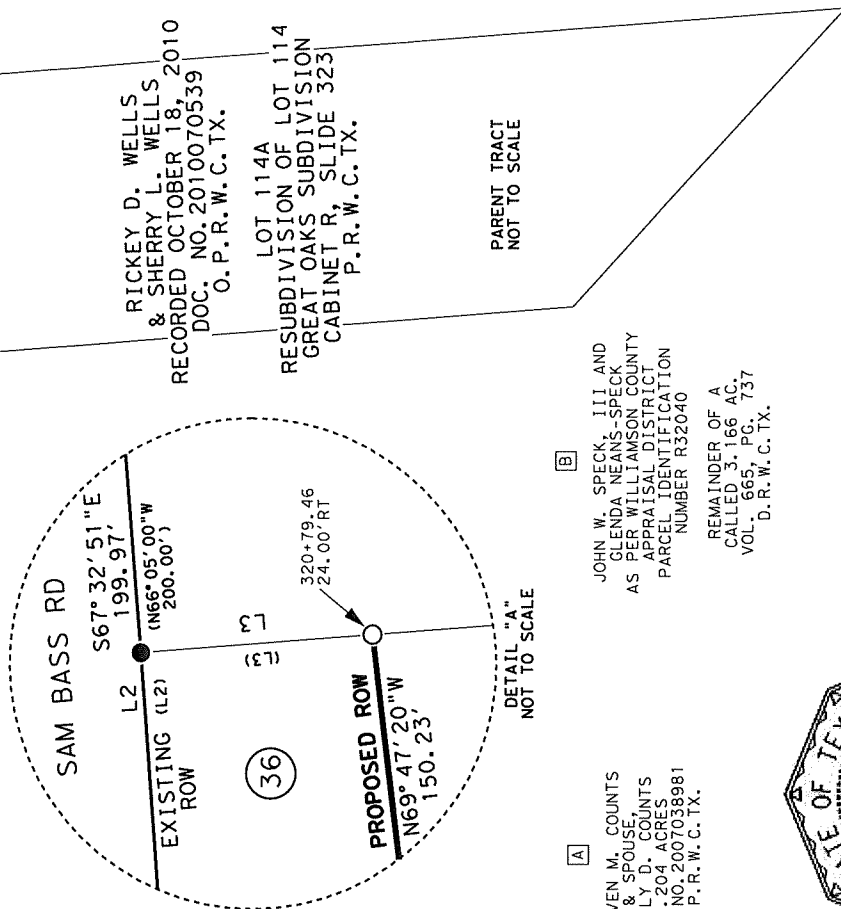




EXHIBIT "A"

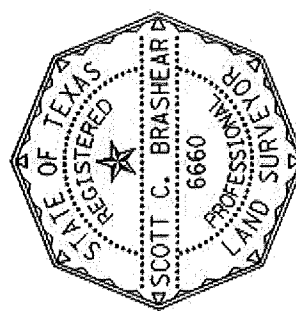
LEGEND

- 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
- ℙ PROPERTY LINE
- ℙ RECORD INFORMATION
- ( ) POINT OF BEGINNING
- P.O.B. POINT OF COMMENCING
- P.O.C. POINT OF REFERENCE
- P.O.R. NOT TO SCALE
- N.T.S. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)



**A** STEVEN M. COUNTS & SPOUSE, KELL D. COUNTS  
 1.204 ACRES  
 O.P.R.W.C.TX.

**B** JOHN W. SPECK, III AND GLENDA NEANS-SPECK AS PER WILLIAMSON COUNTY APPRAISAL DISTRICT PARCEL IDENTIFICATION NUMBER R32040  
 REMAINDER OF A CALLED 3.166 AC.  
 VOL. 665, PG. 737  
 D.R.W.C.TX.



- NOTES:
- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 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.
  - THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2008421, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 19, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  - SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC, IN APRIL, 2019.
  - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- \* AREA CALCULATED BY SAM, LLC.

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.

*Scott C. Brashear* DATE 4/24/20

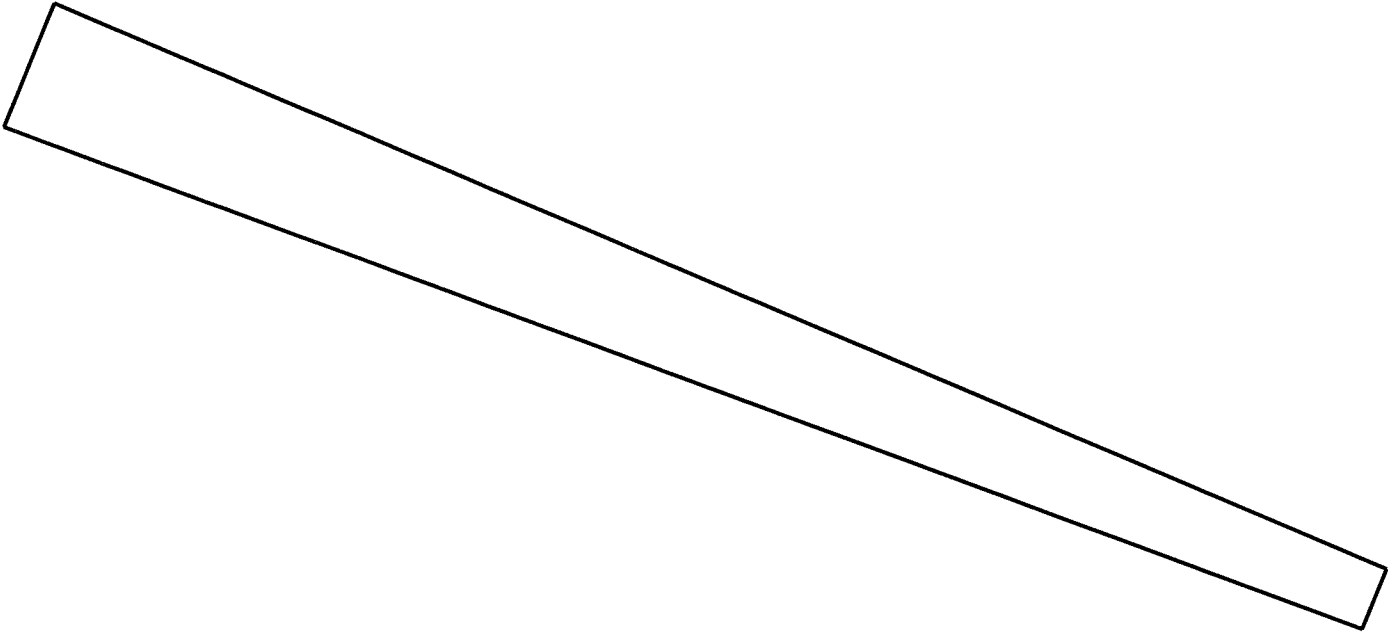
SCOTT C. BRASHEAR  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6660, STATE OF TEXAS

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\36\PLAT\00P-36.dgn

PAGE 4 OF 4  
 REF. FIELD NOTE NO. 46556

EXISTING	*1.415 AC.	ACQUIRE	0.035 AC.	REMAINING	1.380 AC.	RIGHT
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RIGHT-OF-WAY SKETCH  
 RICKEY D. WELLS  
 & SHERRY L. WELLS  
 PARCEL 36  
 0.035 AC. (1,535 SQ. FT.)



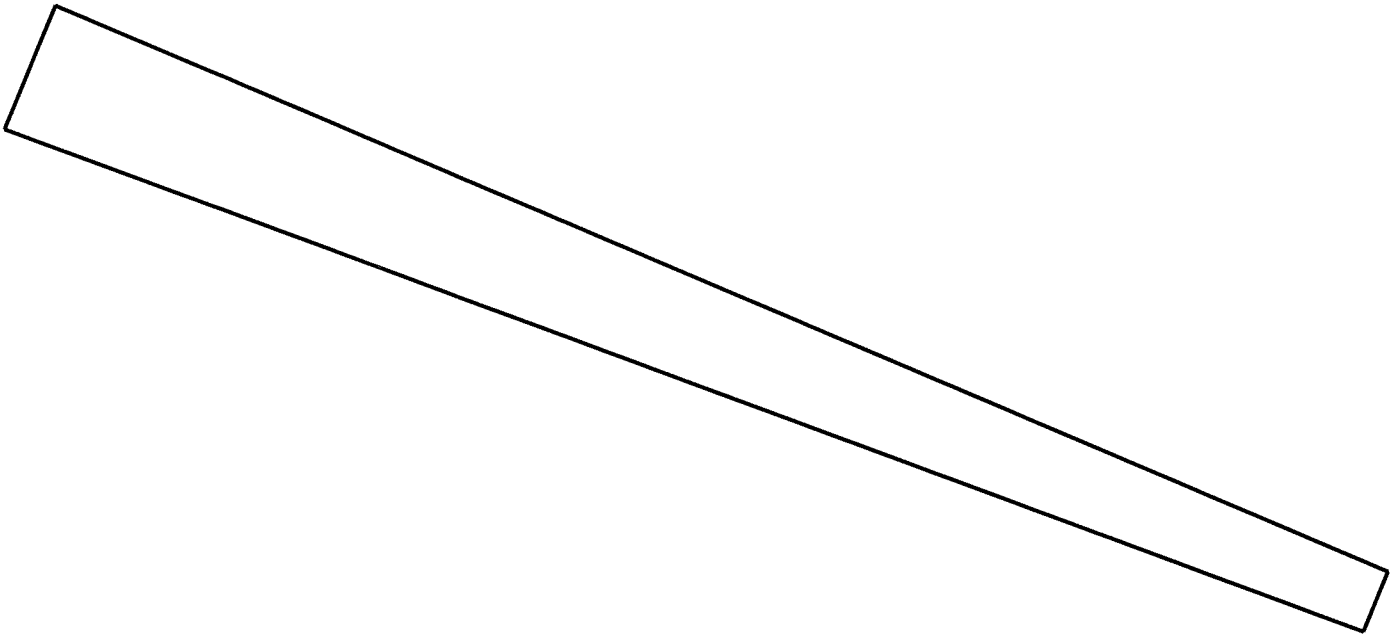
12/30/2019

Scale: 1 inch= 19 feet

File: P-36\_PLAT.ndp

Tract 1: 0.0352 Acres (1535 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/74081), Perimeter=321 ft.

- 01 n22.3405e 13.78
- 02 s67.0436e 150.11
- 03 s22.3405w 6.67
- 04 n69.4720w 150.23



12/30/2019

Scale: 1 inch= 19 feet

File: P-36\_FN.ndp

Tract 1: 0.0352 Acres (1535 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/74081), Perimeter=321 ft.

- 01 n22.3405e 13.78
- 02 s67.0436e 150.11
- 03 s22.3405w 6.67
- 04 n69.4720w 150.23

<\* 5 Describe Parcel P-36

Parcel P-36 : 70025 70024 70026 70027 70025

Total parent tract area =	1,534.3634 ft <sup>2</sup> =	0.0352 a
Total taken area =	0.0000 ft <sup>2</sup> =	0.0000 a
Remaining area =	1,534.3634 ft <sup>2</sup> =	0.0352 a

Description of parcel: P-36

Beginning parent tract description

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Point 70025          N 10,169,562.9971 E  3,111,734.7208 Sta      0+00.00
Course from 70025 to 70024 N 22° 34' 05" E Dist 13.7765
Point 70024          N 10,169,575.7186 E  3,111,740.0079 Sta      0+13.78
Course from 70024 to 70026 S 67° 04' 36" E Dist 150.1089
Point 70026          N 10,169,517.2515 E  3,111,878.2623 Sta      1+63.89
Course from 70026 to 70027 S 22° 34' 05" W Dist 6.6672
Point 70027          N 10,169,511.0948 E  3,111,875.7035 Sta      1+70.55
Course from 70027 to 70025 N 69° 47' 20" W Dist 150.2331
Point 70025          N 10,169,562.9971 E  3,111,734.7208 Sta      3+20.79

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Ending parent tract description

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End of parcel P-36 description

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**DEED**  
Corridor H/Sam Bass Road Right of Way

**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 BY THESE PRESENTS:**

That RICKEY D. WELLS and SHERRY L. WELLS, 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 (the "Property"):

All of that certain 0.035 acre (approximately 1,535 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas, being a portion of Lot 114A, 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 RICKEY D. WELLS and SHERRY L. WELLS, Recorded October 18, 2010 in Document No. 2010070539, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 36**);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 the City of Round Rock 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 H/Sam Bass 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 pages follow]*





**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:**