

REAL ESTATE CONTRACT

Corridor H/Sam Bass Road Right of Way—Parcel 38

THIS REAL ESTATE CONTRACT ("Contract") is made by COMMUNITY CHRISTIAN CHURCH OF ROUND ROCK, TEXAS, a Texas non-profit corporation (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 0.300 acre (approximately 13,083 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 38);

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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of ONE HUNDRED THOUSAND EIGHT HUNDRED SEVENTY and 00/100 Dollars (\$100,870.00).

2.02. The Additional Compensation for the acquisition of any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TWO HUNDRED FORTY-TWO THOUSAND TWO HUNDRED SEVENTEEN and 00/100 Dollars (\$242,217.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

Special Provisions

2.03. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that any use of the Property for design and construction of proposed road widening improvements to Sam Bass/Corridor H shall not cause the diversion, encroachment, impoundment or increase in the amount of surface stormwater flow on or across the remaining property of Seller, or otherwise violate the provisions of Texas Water Code Sec. 11.086.

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 November 30, 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 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, 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 \$2000 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:

COMMUNITY CHRISTIAN CHURCH
OF ROUND ROCK, TEXAS,
a Texas non-profit corporation

By: Galen L. Helmkamp

Name: Galen L. Helmkamp

Its: Trustee

Date: 11/30/2020

By: Curtis A. Riggs

Name: Curtis A. Riggs

Its: Trustee

Date: 11/22/2020

By: John D. Byrd

Name: John D. Byrd

Its: Trustee

Date: 11/22/2020

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 No.: 38
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
October 1, 2020

PROPERTY DESCRIPTION FOR PARCEL 38

DESCRIPTION OF A 0.300 ACRE (13,083 SQ. FT.) PARCEL LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.546 ACRE TRACT OF LAND DESCRIBED IN A DEED TO COMMUNITY CHRISTIAN CHURCH OF ROUND ROCK, TEXAS, RECORDED JULY 17, 1989 IN VOLUME 1799, PAGE 1, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.300 ACRE (13,083 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 5/8-inch iron rod found 502.74 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 322+06.13 on the east line of a called 1.056 acre tract of land described in a deed to Christine Bushong, Trustee of the Christine Bushong Trust, recorded in Document No. 2015097103, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of said 2.546 acre tract;

THENCE S 27°43'04" W, with the common line of a said 2.546 acre tract and said 1.056 acre tract, a distance of 425.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,574.41, E=3,111,995.60) set 78.64 feet left of Sam Bass Road E.C.S. 321+67.05 on the proposed north right-of-way line of Sam Bass Road and the east line of a called 1.05 acre tract of land described in a deed to John W. Speck, III and Glenda Neans-Speck, recorded in Document No. 2003020095, O.P.R.W.C.TX., for the northwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

1) **THENCE** departing the common line of said 2.546 acre tract and of said 1.05 acre tract, with the proposed north right-of-way line of said Sam Bass Road, and said curve to the right over and across said 2.546 acre tract, an arc distance of 228.74 feet, through a central angle of 03°43'25", having a radius of 3,519.69 feet, and a chord that bears S 65°59'08" E, a distance of 228.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.40 feet left of Sam Bass Road E.C.S. 323+95.66 on the common line of said 2.546 acre tract and a called 0.85 acre tract of land described in a deed to Round Rock Congregation of Jehovah's Witnesses, recorded in Volume 1229, Page 893, O.R.W.C.TX., for the northeast corner of the parcel described herein;

2) **THENCE** S 30°27'59" W, continuing with the proposed north right-of-way line of said Sam Bass Road, with the common line of said 2.546 acre tract and said 0.85 acre tract, passing at a distance of 0.41 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 323+95.61, and continuing for a total distance of 54.22 feet to a calculated point on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 0.85 acre tract, same being the southeast corner of said 2.546 acre tract and the parcel described herein;

3) **THENCE** N 67°12'51" W, departing the common line of said 2.546 acre tract and said 0.85 acre tract, with the existing north right-of-way line of said Sam Bass Road, a distance of 226.46 feet to a calculated point for the southeast corner of said 1.05 acre tract, same being the southwest corner of said 2.546 acre tract and the parcel described herein;

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1933271, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 15, 2019, AND ISSUED DATE AUGUST 27, 2019.

1. RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

D. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

E. RIGHT OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

F. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

G. PIPELINE EASEMENT TO LONE STAR GAS COMPANY RECORDED IN VOLUME 427, PAGE 229, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

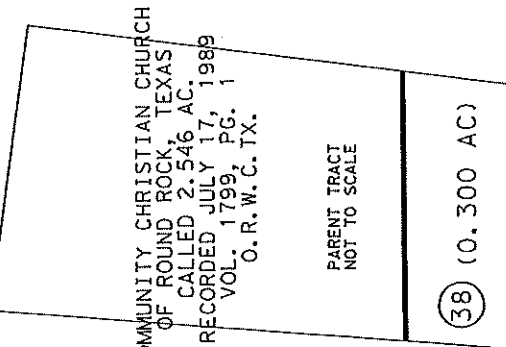
H. ELECTRIC AND COMMUNICATION LINES EASEMENTS TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 466, PAGE 132 MODIFIED IN VOLUME 560, PAGE 471 AND VOLUME 655, PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT FOR INGRESS AND EGRESS AS SET OUT IN VOLUME 624, PAGE 808, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. ACCESS EASEMENT AS SET OUT IN VOLUME 1799, PAGE 37, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT NOT SHOWN.

K. ACCESS EASEMENT AS SET OUT IN VOLUME 2094, PAGE 295, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

L. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.



LEGEND

5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"

1/2" IRON ROD FOUND UNLESS NOTED

FENCE POST (TYPE NOTED)

CALCULATED POINT

PROPERTY LINE

RECORD INFORMATION

POINT OF BEGINNING

POINT OF COMMENCING

POINT OF REFERENCE

NOT TO SCALE

DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

DISTANCE NOT TO SCALE

DEED LINE (COMMON OWNERSHIP)

-
-
-
- △
- ⊥
- ()
- 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.
-
-

NOTES:

1. 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. 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, OF NO. 1933271, EFFECTIVE DATE AUGUST 15, 2019, AND ISSUED DATE AUGUST 27, 2019. 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.

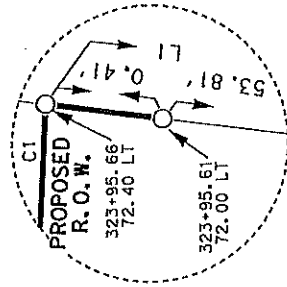
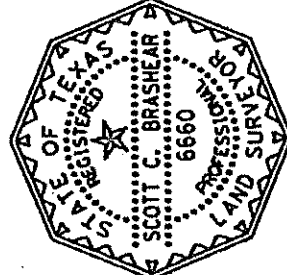
* AREA CALCULATED BY SAM, LLC.

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.

10/2/20

DATE

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



DETAIL "A"
NOT TO SCALE

FILE: \\saminc\projects\1017038216\100\Survey\03\exhibits\38\PLAT\01\Parcel-38.dgn REF. FIELD NOTE NO. 44820

EXISTING 2.546 AC. ACQUIRE 0.300 AC. REMAINING 2.246 AC. LEFT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Fee Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
COMMUNITY CHRISTIAN CHURCH
OF ROUND ROCK, TEXAS
PARCEL 38
0.300 AC. (13,083 SQ. FT.)

10/2/20

DATE

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

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S30°27'59"W	54.22'
L2	N27°43'04"E	58.85'

J.H. DILLARD SURVEY
ABSTRACT 179

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	3°43'25"	3,519.69	228.74'	228.70' S65°59'08"E

JOHN W. SPECK, III AND
GLENDA NEANS-SPECK
CALLED 1.056 AC.
DOC. NO. 2004007194
O.P.R.-W.C.TX.

COMMUNITY CHRISTIAN CHURCH
OF ROUND ROCK, TEXAS
CALLED 2.546 AC.
RECORDED JULY 17, 1989
VOL. 1799, PG. 1
O.R.W.C.TX.

JOHN W. SPECK, III AND
GLENDA NEANS-SPECK
CALLED 1.05 AC.
DOC. NO. 2003020095
O. P. R. W. C. TX.

C1 PROPOSED R.O.W.

38 (0.300 AC)

VOL. 568, PG. 10 SIGN

(N65° 35' 00" W 226.44')

7° 12' 51" W 226.46'

307-90

.64 =

1

Year	1990	2000	2010	2020
Population (millions)	50	50	50	50
GDP (billions of dollars)	0	25	50	50



GRAPHIC SCALE.
SCALE: 1" = 50'.
WILLIAMSON COUNTY, TEXAS



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064200

EXISTING	2.546 AC.	ACQUIRE	0.300 AC.	REMAINING	2.246 AC.	LEFT
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PAGE 3 OF 4
REF. FIELD NOTE NO. 44820
IN 01\Parcel-38.dgn

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
COMMUNITY CHRISTIAN CHURCH
OF ROUND ROCK, TEXAS
PARCEL 38
0.300 AC. (13,083 SQ. FT.)

ENGINEER'S CENTERLINE
CURVE DATA
PI STG 320+22.53
N " 10.169 518.37
N " 3.111 924.28
E Δ = 02°14'27" (RT)
Δ Δ = 02°51'53"
LT = 78.22'
RPT STG 320+68.64

SEE DETAIL

AT
AY

15.

THE UNIVERSITY OF CHICAGO

(NO RECORD INFORMATION FOUND)

324+05.55

PAGE 3 OF 4

REF. FIELD NOTE NO. 44820
T\01\Parcel-38.dgn