

**REAL ESTATE CONTRACT**

County Road 129 Right of Way—Parcel 12

THIS REAL ESTATE CONTRACT (“Contract”) is made by **BRENT AARON COOK a/k/a Brent Cook and TIFFANY THI COOK a/k/a Tiffany T. Dinh Cook** (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 of land described as follows:

Being a 0.0059 acre (257 square foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 12**);

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 ONE HUNDRED SIXTEEN and 00/100 Dollars (\$116.00).

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 Longhorn Title Company on or before November 30, 2021, 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, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from 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 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.

Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2021 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed County Road 129 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.


*[signature on following pages]*

**SELLER:**

  
\_\_\_\_\_  
Brent Aaron Cook a/k/a  
Brent Cook

Address: 18829 Hunting Tower Castle  
Pflugerville, Texas 78660

Date: 10/28/2021

  
\_\_\_\_\_  
Tiffany Thi Cook a/k/a  
Tiffany T. Dinh Cook

Date: 10/28/2021

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

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

**EXHIBIT A**

County: Williamson  
Highway: County Road 129  
Project Limits: From FM 1660 to Travis County Line

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January 29, 2021

**PROPERTY DESCRIPTION FOR PARCEL 12**

**DESCRIPTION OF** a 257 square foot (0.0059 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of that tract described as 58.638 acres conveyed to Ruth Farrell, Trustee of Ruth Elaine Farrell Living Trust by General Warranty Deed dated April 6, 2018, as recorded in Document No. 2018029026, Official Public Records Williamson County, Texas (O.P.R.W.C.T); said 257 square foot (0.0059 of one acre) parcel of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the southwest corner of said 58.638 acre tract, being at the northwest corner of Tract 8, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said Tract 8 conveyed to John A. Williams and Trissa C. Williams by Warranty Deed with Vendor's Lien dated March 15, 2017, as recorded in Document No. 2017023470, O.P.R.W.C.T.;

**THENCE** S 82°27'16" E, along the south line of said 58.638 acre tract, passing at a distance of 564.84 feet, along the north line of said Tract 8, a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northeast corner of said Tract 8, being at the northwest corner of Tract 4, in said The Heights at Brushy Creek subdivision, said Tract 4 conveyed to Sofia Nader, Adam Guadian and spouse, Nader Guadian by Warranty Deed with Vendor's Lien dated December 4, 2019, as recorded in Document No. 2019117011, continuing an additional distance of 657.79 feet along the north line of said Tract 4, for a total distance of 1,222.63 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 43.00 feet left of Engineer's Baseline Station 37+78.48 and having Surface Coordinates of North=10,152,847.92, East=3,189,275.85;

- 1) **THENCE**, N 08°05'28" E, along the proposed west right-of-way line of CR 129, crossing said 58.638 acre tract, a distance of **21.52 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 43.00 feet left of Engineer's Baseline Station 38+00.00;
- 2) **THENCE**, S 81°54'32" E, continuing along the proposed west right-of-way line of CR 129, crossing said 58.638 acre tract, a distance of **11.89 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the east line of said 58.638 acre tract, being in the existing west right-of-way line of CR 129 (varying width), and being 31.11 feet left of Engineer's Baseline Station 38+00.00, from which a 1/2-inch iron with "Forest RPLS 1847" cap found bears N 07°34'12" E, a distance of 984.33 feet;

**EXHIBIT A**

County: Williamson  
Highway: County Road 129  
Project Limits: From FM 1660 to Travis County Line

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January 29, 2021

**PROPERTY DESCRIPTION FOR PARCEL 12**

- 3) **THENCE, S 07°34'12" W**, along the east line of said 58.638 acre tract and the existing west right-of-way line of CR 129, a distance of **21.40 feet** to a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the southeast corner of said 58.638 acre Tract, being at the northeast corner of said Tract 4, from which a 1/2-inch iron rod with "Forest RPLS 1847" cap found bears S 07°35'07" W, a distance of 169.46 feet;
  
- 4) **THENCE, N 82°27'16" W**, along the south line of said 58.638 acre tract and the north line of said Tract 4, a distance of **12.08 feet** to the **POINT OF BEGINNING** and containing 257 square feet (0.0059 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

**EXHIBIT A**

County: Williamson  
Highway: County Road 129  
Project Limits: From FM 1660 to Travis County Line

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January 29, 2021

**PROPERTY DESCRIPTION FOR PARCEL 12**

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS   §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 29th day of January, 2021 A.D.

SURVEYED BY:

**McGRAY & McGRAY LAND SURVEYORS, INC.**  
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591  
TBPELS Survey Firm# 10095500

**PRELIMINARY**

**This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.**

\_\_\_\_\_  
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130  
2021/Descriptions/CR 129 Williamson County/Parcel 12

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY XXXX XXXXXXXX XXXXXXXX XXXXXXXX IN XXXX 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH DECEMBER 2020.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. XXXXXX-XXX ISSUED BY XXXX XXXXXXXX XXXXXXXX XXXXXXXX, EFFECTIVE DATE XXX XX, 2020, ISSUED DATE XXX XX, 2020.

- RESTRICTIVE COVENANTS: DOCUMENT NO. XXXXXXXX, SUBJECT TO:
  - 1A. XXXX XXXX X XXXX XXXXXXX XXXXXXX XXXXXXX XXXXXXX XX XXX. XXX, XX. XXX, XXXX XXXXXXX, XXXXXXXXXX XXXXXXX, XXXXX, XXXXXXX XX XXXXX.

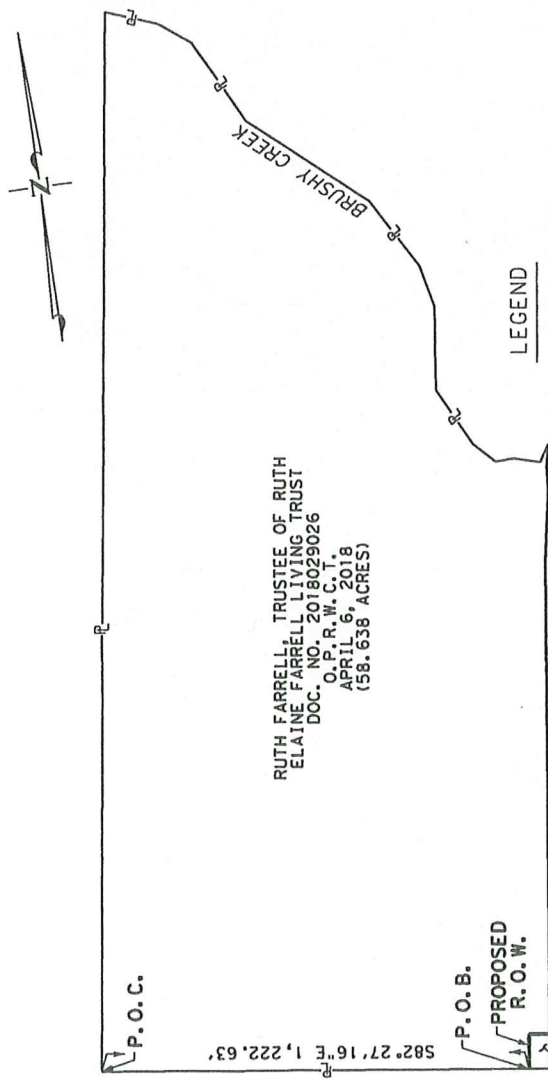
REVISIONS

RECORD	ACQUISITION	REMAINING LT
58.638 AC. (2,554,271 SQ.FT.)	0.0059 AC. (257 SQ.FT.)	58.632 AC. (2,554,014 SQ.FT.)


**McGRAY & McGRAY**  
**LAND SURVEYORS, INC.**  
 TBPELS SURVEY FIRM # 10095500  
 3301 HANCOCK DRIVE #6  
 AUSTIN, TEXAS 78731  
 (512) 451-8591  
 www.mcgray.com

PARCEL PLAT SHOWING  
 PROPOSED R.O.W. AT  
 PARCEL 12  
 CR 129  
 FM 1660 TO THE TRAVIS COUNTY LINE  
 WILLIAMSON COUNTY, TEXAS

DATE: JANUARY 2021 SCALE: N.T.S.



RUTH FARRELL, TRUSTEE OF RUTH  
 ELAINE FARRELL LIVING TRUST  
 DOC. NO. 2018029026  
 O.P.R.W. C.1,  
 APRIL 6, 2018  
 (58.638 ACRES)

P.O.B.  
 PROPOSED  
 R.O.W.

EXISTING R.O.W.  
 CR 129  
 (R.O.W. WIDTH VARIES)

DICY HOPKINS SURVEY,  
 ABSTRACT NO. 300

PROPERTY INSET  
 NOT TO SCALE

LEGEND

- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- ▲ FOUND NAIL (60-D UNLESS NOTED)
- 1/2" IRON ROD W/ "MCGRAY MCGRAY" CAP SET (UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- (XXX) RECORD INFORMATION
- DEED LINE (OWNERSHIP IN COMMON)
- PROPERTY LINE (OWNERSHIP DIVISION)
- §- APPROXIMATE SURVEY LINE
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- PARCEL NUMBER FOR R.O.W. ACQUISITION
- ①

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 DIRECTION AND SUPERVISION.

PRELIMINARY  
This document shall not be recorded for any purposes and shall not be used or relied upon as a final survey document.

01/29/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 6130





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 129.

**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 \_\_\_\_\_, 2021.

*[signature on following page]*

**GRANTOR:**

\_\_\_\_\_  
Brent Aaron Cook a/k/a  
Brent Cook

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Brent Aaron Cook a/k/a Brent Cook in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Tiffany Thi Cook a/k/a  
Tiffany T. Dinh Cook

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Tiffany Thi Cook a/k/a Tiffany Dinh Cook, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
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:**