

REAL ESTATE CONTRACT

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JOHN HALE and LACIE GENE HALE** (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 1.053-acre (45,885 square foot) tract of land in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being a portion of that called 15.00-acre tract of land described in Warranty Deed to Lacie Gene Hale recorded in Document No. 2015014262 of the Official Public Records of Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**);

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 shall be the sum of NINETY-EIGHT THOUSAND SIX HUNDRED FIFTY-THREE and 00/100 Dollars (\$98,653.00).

2.01.1 As Additional Compensation Purchaser shall pay the amount of TWENTY-FIVE THOUSAND ONE HUNDRED FIFTY-FIVE and 75/100 Dollars (\$25,155.75) for the acquisition of any improvements on the Property or for the replacement of any fencing and driveway.

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

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 Texas National Title Company on or before December 31, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree,

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, at no cost to Seller, to cause Title Company to issue 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 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:


John Hale (Dec 8, 2021 13:30 CST)

John Hale

Address: 1001 County Road 279
Liberty Hill, TX 78642

Date: Dec 8, 2021


Lacie Hale (Dec 8, 2021 13:37 CST)

Lacie Gene Hale

Date: Dec 8, 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
Parcel: 8 -- Hale
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.053 ACRE (45,885 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 15.00 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO LACIE GENE HALE RECORDED IN DOCUMENT NO. 2015014262 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.053 ACRE (45,885 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a nail found stamped H/M in the existing easterly Right-of-Way (ROW) line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), (Grid Coordinates determined as N=10,208,596.88 E=3,058,074.59), being the southwesterly corner of said 15.00 acre tract, same being the northwesterly corner of the remainder of that called 51.33 acre tract of land cited in Deed Without Warranty to Scott L.I. Helms and Christina A. Helms recorded in document no. 2020012720 of the Official Public Records of Williamson County, Texas, said 51.33 acres originally described in Document No. 2008011186 of the Official Public Records of Williamson County, Texas, also being in the easterly line of that called 1.39 acre ROW tract described in Right-of-Way Deed to Williamson County, Texas recorded in Volume 1403, Page 334 of the Official Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, with said existing easterly ROW line, being the easterly boundary line of said 15.00 acre tract, the following two (2) courses:

- 1) N 32°27'47" W, for a distance of 96.22 feet to an iron rod with plastic cap stamped "FOREST RPLS 1847" found alongside another iron rod with plastic cap stamped "RPLS 1847" found, being the northerly corner of said 1.39 acre ROW tract in the existing ROW line of said C.R. 279, for an angle point herein;
- 2) N 19°38'53" W, for a distance of 329.22 feet to a 1/2" iron rod found, being the northwesterly corner of said 15.00 acre tract, same being the southwesterly corner of that called 2.45 acre tract of land (Tract One) described in Deed Of Gift to Timothy P. Harlow recorded in Volume 2310, Page 506 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 2.45 acre tract bears with said existing easterly ROW line N 19°38'53" W, at a distance of 100.57 feet;
- 3) **THENCE**, departing said existing easterly ROW line, with the northerly boundary line of said 15.00 acre tract, same being the southerly boundary line of said 2.54 acre tract, N 75°32'17" E, for a distance of 56.16 feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 89.91 feet right of Bagdad Road Baseline Station 305+44.63 in the proposed easterly ROW line of said Bagdad Road (variable width ROW), for the northeasterly corner of the herein described parcel;

THENCE, with said proposed easterly ROW line, through the interior of said 15.00 acre tract, the following two (2) courses:

- 4) S 32°37'10" E, for a distance of 264.16 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.45 feet right of Bagdad Road Baseline Station 302+70.27, for an angle point;
- 5) S 48°07'49" E, for a distance of 172.89 feet in the southerly boundary line of said 15.00 acre tract, same being in the northerly boundary line of said remainder of the 51.33 acre tract, for the southeasterly corner of the herein described parcel;
- 6) **THENCE**, with said common boundary line, S 67°33'49" W, for a distance of 176.54 feet to the **POINT OF BEGINNING**, containing 1.053 acres (45,885 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 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 direct supervision.

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

PRELIMINARY
This document shall not be
recorded for any purpose.

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
S:_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279-PARCEL 8-HALE.doc

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP
- ⊗ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 60/D NAIL FOUND
- △ CALCULATED POINT
- 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
- P — PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- Z DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- N.T.S. NOT TO SCALE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L1	N19° 38' 53" W	100.57'

HENRY FIELD SURVEY
ABSTRACT No. 233

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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.

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, TEXAS 78681

DATE

PRELIMINARY

This document shall not be recorded for any purpose.

03/08/2021

PARCEL PLAT SHOWING PROPERTY OF

LACIE GENE HALE

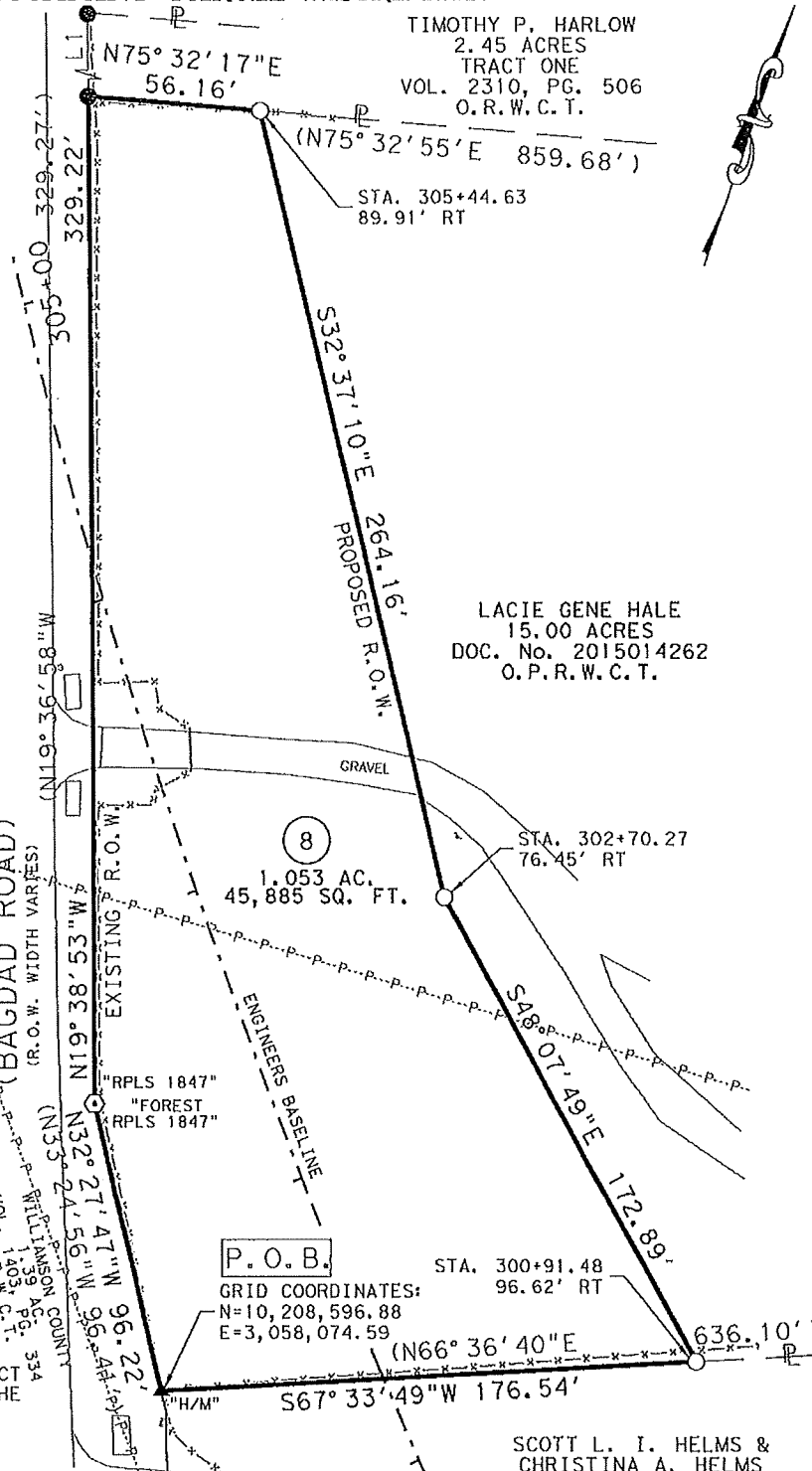
PARCEL 8
1.053 ACRES
45,885 Sq. Ft.

SCALE
1" = 60'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 2 OF 2



TIMOTHY P. HARLOW
2.45 ACRES
TRACT ONE
VOL. 2310, PG. 506
O.R.W.C.T.

LACIE GENE HALE
15.00 ACRES
DOC. No. 2015014262
O.P.R.W.C.T.

P.O.B.

GRID COORDINATES:
N=10,208,596.88
E=3,058,074.59

Exhibit "B"

Parcel 8

DEED
Liberty Hill Bypass 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 JOHN HALE and LACIE GENE HALE, 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 1.053-acre (45,885 square foot) tract of land in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being a portion of that called 15.00-acre tract of land described in Warranty Deed to Lacie Gene Hale recorded in Document No. 2015014262 of the Official Public Records of Williamson County, Texas, being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 8**);

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 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 Liberty Hill Bypass.

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 page follows]

GRANTOR:

John Hale

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2021 by John Hale, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Lacie Gene Hale

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Lacie Gene Hale, 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: