

REAL ESTATE CONTRACT
Corridor A2 (Samsung Highway)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST-DECEDENT'S TRUST B U/T/A dated 1-4-2000** (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 0.148-acre tract of land in the H.T. & B.R.R.Co. Survey, Abstract No. 317, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24A**);

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, and any damage to or cost to cure the remaining property of Seller shall be the sum of NINE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$9,500.00).

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

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.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Rise Title Company on or before October 31, 2024, 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 party respectively as incurred.

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 insure 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.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor A2 (Samsung Highway) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature page follows]

SELLER:

HILDA J. PETERSON, TRUSTEE.
THE PETERSON FAMILY TRUST-DECEDENT'S TRUST
B U/T/A dated 1-4-2000

By: Paul Burrough

Name: PAUL BURROUGH

Its: FARM MANAGER - REPRESENTATIVE

Date: 9-20-24

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

0.148 Acre Tract
County of Williamson, Texas

January 31, 2024
Project No. P230157

LEGAL DESCRIPTION

A 0.148 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 148.957 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST – DECEDENT’S TRUST B U/T/A DATED 1-4-2000 IN DOCUMENT NO. 2018022732, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.148 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N= 10165021.84 US FEET, E= 3204941.76 US FEET) ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 973 (R.O.W. VARIES), BEING THE SOUTHWEST CORNER OF THAT CERTAIN CALLED 45.931 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR’S LIEN TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022020739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHWEST CORNER OF SAID 148.957 ACRE, AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 82°24’59” EAST, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE SOUTH LINE OF SAID 45.931 ACRE TRACT, BEING THE NORTH LINE OF SAID 148.957 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 219.00 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH A 1-INCH IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID 45.931 ACRE TRACT BEARS SOUTH 82°24’59” EAST, A DISTANCE OF 1,408.57 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID 45.931 ACRE TRACT, ALONG SAID NON-TANGENT CURVE TO THE LEFT, AND EAST LINE OF THE HEREIN DESCRIBED TRACT, HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 01°26’01”, AN ARC LENGTH OF 31.28 FEET AND A CHORD WHICH BEARS SOUTH 24°00’06” WEST, A DISTANCE OF 31.28 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE NORTH LINE OF THAT CERTAIN CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 LLC RECORDED IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 82°24'59" WEST, ALONG THE NORTH LINE OF SAID 80.550 ACRE TRACT, BEING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, FOR THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 210.06 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET ON THE EAST R.O.W. LINE OF F.M. 973, BEING THE COMMON WEST CORNER OF SAID 80.550 ACRE TRACT AND SAID 148.957 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND IN SAID EAST R.O.W. LINE, BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT BEARS SOUTH 07°23'04" WEST, A DISTANCE OF 717.31 FEET;

THENCE, NORTH 07°23'04" EAST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 0.148 ACRES (6,435 SQ. FT.) OF LAND MORE OR LESS.

NOTES:

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

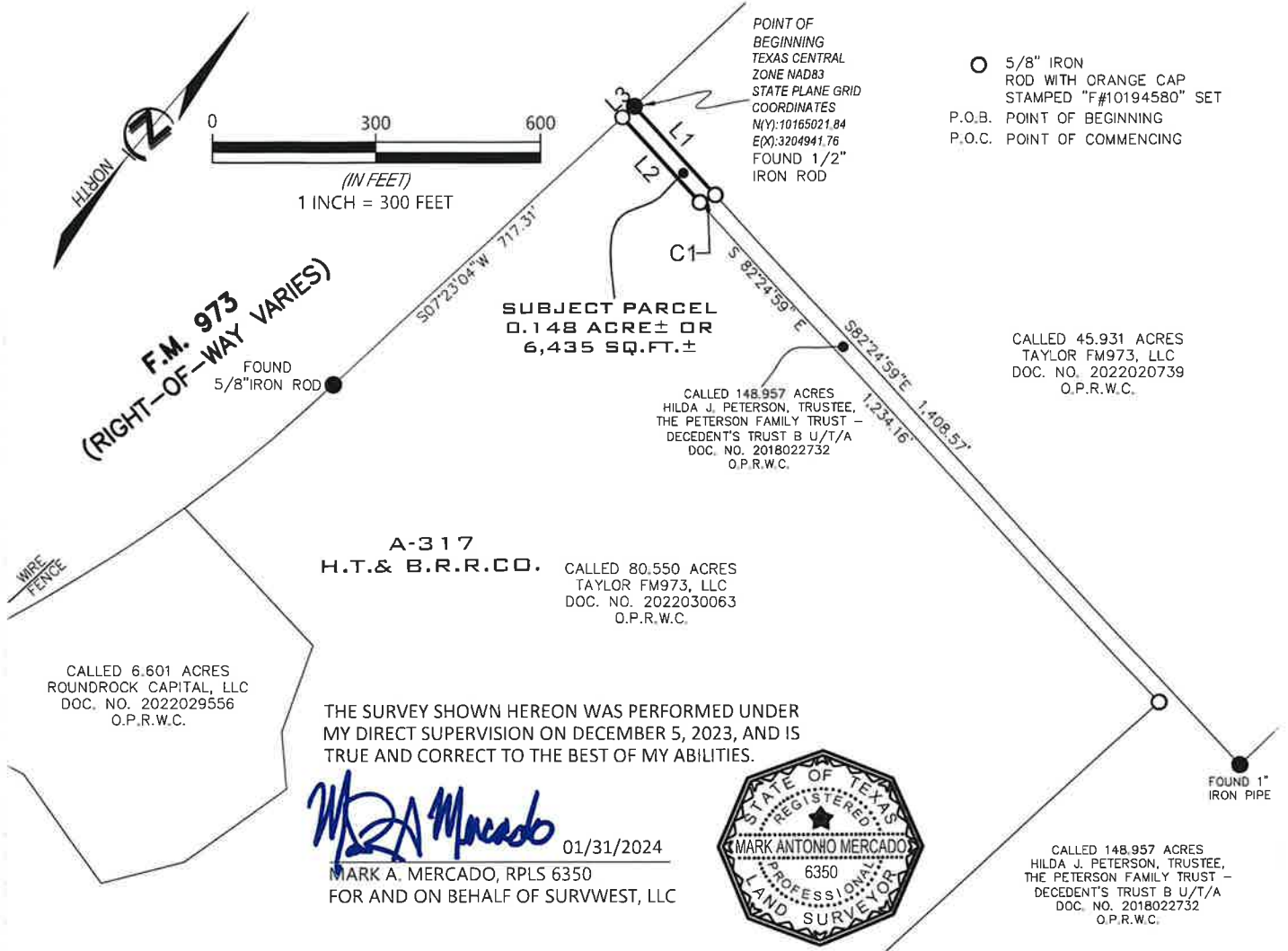
Mark A. Mercado

01/31/2024

Mark A. Mercado, RPLS # 6350
SurvWest, LLC
800 Paloma Drive, Suite 240
Round Rock, TX, 78665
Texas Firm Registration No. 10194580
mmercado@survwest.com

Date





LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 82°24'59" E	219.00'
L2	N 82°24'59" W	210.06'
L3	N 07°23'04" E	30.00'

- 1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
- 2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
- 3.) THIS PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE.
- 4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED BY SURVWEST.

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	31.28	1250.00	1°26'01"	S24°00'06"W	31.28

SURVWEST PROJECT NO. P230157
ADD'L INFO:
DRAWING NAME: WilliamsonCounty-A2_PriorityTracts_Peterson_0 148Ac
REVISION: REV DESC:



720.259.9316
www.survwest.com

800 Paloma Dr, Suite 240
Round Rock, TX 78665
TX Firm No. 10194580

PLAT SHOWING 0.148 ACRE TRACT OUT OF THE
H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317,
SITUATED IN WILLIAMSON COUNTY, TEXAS

TITLE:

PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT

DWN: CHK'D DATE: SCALE: SHEET NO: 3 of 3
MM JR 01/31/2024 1"=300'

Exhibit "B"

Parcel 24

DEED

Corridor A2 (Samsung Highway) 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 **HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST-DECEDENT'S TRUST B U/T/A dated 1-4-2000**, 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 0.148-acre tract of land in the H.T. & B.R.R.Co. Survey, Abstract No. 317, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24A**);

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 and/or the State of 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 its roadway facilities and related appurtenances.

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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature pages follow]

GRANTOR:

HILDA J. PETERSON, TRUSTEE,
THE PETERSON FAMILY TRUST-DECEDENT'S TRUST
B U/T/A dated 1-4-2000

By: _____

Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2024 by _____, 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: