

REAL ESTATE CONTRACT

Hero Way Segment 2

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SKIP SANDELL and NANCY HEATON** (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 5.009 acres of land, more or less, in the Key West Irrigation Company Survey, Abstract No. 711, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto;

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, any improvements on the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of ONE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$1,325,000.00).

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 Longhorn Title Company on or before January 31, 2025, 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 as specified below (which date is herein referred to as the "Closing Date").

The obligations of the parties to complete the Closing of this transaction shall specifically be contingent upon Seller's delivery of satisfactory evidence that any and all currently existing or executory purchase agreements, including any amendments or extensions thereto, with other purchasers relating to the sale of the Property as of the date of execution of this Agreement have

either expired by their terms or have otherwise been validly terminated by Seller. Until satisfaction of this condition by Seller, this Agreement shall be deemed contingent to the failure or termination of completion of Closing for any other validly existing agreement to sell the Property, and by completion of the Closing of this transaction Seller additionally warrants and represents that all previous agreements to transfer the Property to other purchasers have expired or been validly terminated, and shall fully release and hold Purchaser harmless and agree to indemnify and defend Purchaser from the claims of any third parties arising out of the termination of any previously existing agreements to purchase the Property.

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 marketable 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 for 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 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 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.

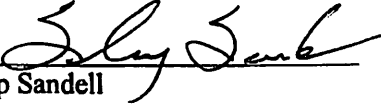
Counterparts

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.

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 Hero Way/RM 2243 right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

SELLER:


Skip Sandell

Date: 1-4-2025

Address:

1326 Kyleigh Dr.
Salado Tx 76571


Nancy Heaton

1609 Poquonock Road Austin, Texas 78703

Date: 01.07.2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

FOR A 5.009 ACRE TRACT OF LAND OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF A 44.31 ACRE TRACT, AS DESCRIBED IN DEED FROM F.M. 2243 WHITETAIL, LTD. TO TIMOTHY L. KENNEDY, UNDER DOCUMENT NO. 2006038439, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT 10.096 ACRES OF LAND CONVEYED TO MJC MANAGEMENT, LLC AS DESCRIBED IN DEED RECORDED UNDER DOCUMENT NO. 2013108252, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 5.009 ACRE TRACT OF LAND SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. ON JANUARY 20, 2015, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod set (capped "DIAMOND SURVEYING") monumenting the northeast corner of the remnant portion of said 44.31-acre Kennedy tract, same being on the northwest corner of said 10.096-acre MJC Management, LLC tract, same being on a point in the southerly right-of-way line of FM 2243 (80-foot-wide right-of-way) as described in Right-of-Way Deed conveyed to the State of Texas recorded in Volume 408, Page 390 of the Deed Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** hereof, and from which a concrete highway right-of-way monument found bears N 79°36'53" E a distance of 1432.37 feet;

THENCE with the westerly boundary line of said 10.096-acre MJC Management, LLC tract **S 21°04'41" E** passing at a distance of 1.08 feet an iron rod found (capped "SNS") continuing for a total distance of **447.05 feet** to an iron rod set (capped "DIAMOND SURVEYING") monumenting the southeast corner hereof, and from which an iron rod found (capped "SNS") on a point in the southerly boundary line of said 44.13-acre Kennedy tract, same being on the southwest corner of said 10.096-acre MJC Management, LLC tract, same being on a point in the northerly right-of-way line of County Road No. 176, bears S 21°04'41" E a distance of 511.36 feet;

THENCE through the interior of said 44.31-acre Kennedy tract the following two (2) courses and distances:

1. **S 68°55'19" W** for a distance of **446.01 feet** to an iron rod set (capped "DIAMOND SURVEYING"), monumenting the southwest corner hereof;
2. **N 21°04'41" W** for a distance of **531.27 feet** to an iron rod set (capped "DIAMOND SURVEYING"), monumenting the northwest corner hereof, same being on a point in the southerly right-of-way line of said FM 2243, same being on a point in the northerly boundary line of said 44.13-acre Kennedy tract, and from which a concrete highway right-of-way monument found bears S 79°36'53" W a distance of 1188.09 feet ;

EXHIBIT "A"

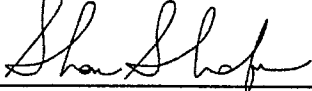
THENCE with the southerly right-of-way line of said FM 2243 and northerly boundary line of said 44.13-acre Kennedy tract, **N 79°36'53" E** at a distance of 129.94 feet passing a concrete highway right-of-way monument found, and continuing an additional 323.96 feet for a total distance of **453.90 feet** to the POINT OF BEGINNING hereof, and containing 5.009 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM.
DISTANCES ARE SURFACE VALUES.

A plat has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**

116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100



January 21, 2015

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2015016274



Nancy E. Rister, County Clerk

Williamson County, Texas

March 04, 2015 03:51 PM

FEE: \$37.00 BARRICK

(16) C/H Georgetown Title Company, Inc.

EXHIBIT "B"

DEED

Hero Way/RM 2243 (Phase 2) Right of Way

THE STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

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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 **SKIP SANDELL and NANCY HEATON** 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 5.009 acres of land, more or less, in the Key West Irrigation Company Survey, Abstract No. 711, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" 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 the Williamson County, Texas, its successors or assigns, 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, its successors or assigns 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 the proposed roadway facility project 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 by, through or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

Skip Sandell

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

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This instrument was acknowledged before me on _____, 2025 by
Skip Sandell, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Nancy Heaton

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF

§

§

This instrument was acknowledged before me on _____, 2025 by
Nancy Heaton, 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
Attn: County Auditor
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: