

**REAL ESTATE CONTRACT**

County Road 460 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JAMES ALLEN RED and wife KAREN LOU RED, and MICHAEL WAYNE RED and wife MICHELLE ANN RED** (referred to in this Contract as "Seller", whether one or more) 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 0.3344-acre (14,569 square foot) tract of land, out of and situated in the Joseph Jordan Survey, Abstract No. 357, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

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 and fixtures situated on and attached to the Property described herein not otherwise 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 fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTEEN and 00/100 Dollars (\$18,817.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other readily available funds 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**

4.01. 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property 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 June 30, 2025, 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 the right of way 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.

(2) The Deed shall be in the form as shown in Exhibit "B".

(3) 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 permanent interests being conveyed in 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".

(4) 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, if any.

### Prorations

5.04. General real estate taxes for the current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. 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. Agricultural roll-back taxes, if any, which directly result from this Contract 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 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 the Williamson County commissioners' court, 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.

Contingent 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 June 30, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 460 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 pages follow]*

**SELLER:**

James Allen Red  
James Allen Red

Address: 806 CIELO DRIVE  
GEORGETOWN, TX 78628

Date: 6/11/2025

Karen Lou Red  
Karen Lou Red

Address: 806 Cielo  
Georgetown, TX 78628

Date: 6/11/25

**SELLER:**

  
\_\_\_\_\_  
Michael Wayne Red

Address: 108 Cutter Bill

Liberty Hill, TX 78642

Date: 6-11-2025

  
\_\_\_\_\_  
Michelle Ann Red

Address: 108 Cutter Bill

Liberty Hill, TX 78642

Date: 6-11-25

**PURCHASER:**

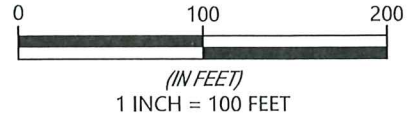
**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Steven Snell, County Judge

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

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

# EXHIBIT "A"



NORTHEAST CORNER OF TRACTIV  
A CALLED 20.00 ACRES  
GEORGE W. DENNIS, JR. AND WIFE,  
CYNTHIA R. DENNIS  
INSTRUMENT NO. 2003106004  
O.P.R.W.C.T.

TRACT III  
A CALLED 20 ACRES  
GEORGE W. DENNIS, JR. AND  
CYNTHIA R. DENNIS  
VOL. 2457 PG. 0842  
O.P.R.W.C.T.

FROM WHICH A FOUND CONCRETE MONUMENT AT THE  
SOUTHWEST CORNER OF THE 20 ACRE TRACT III, SAME  
BEING THE NORTHWEST CORNER OF THE 249.19 ACRE  
TRACT BEARS, S69°02'31"W, 2306.89'

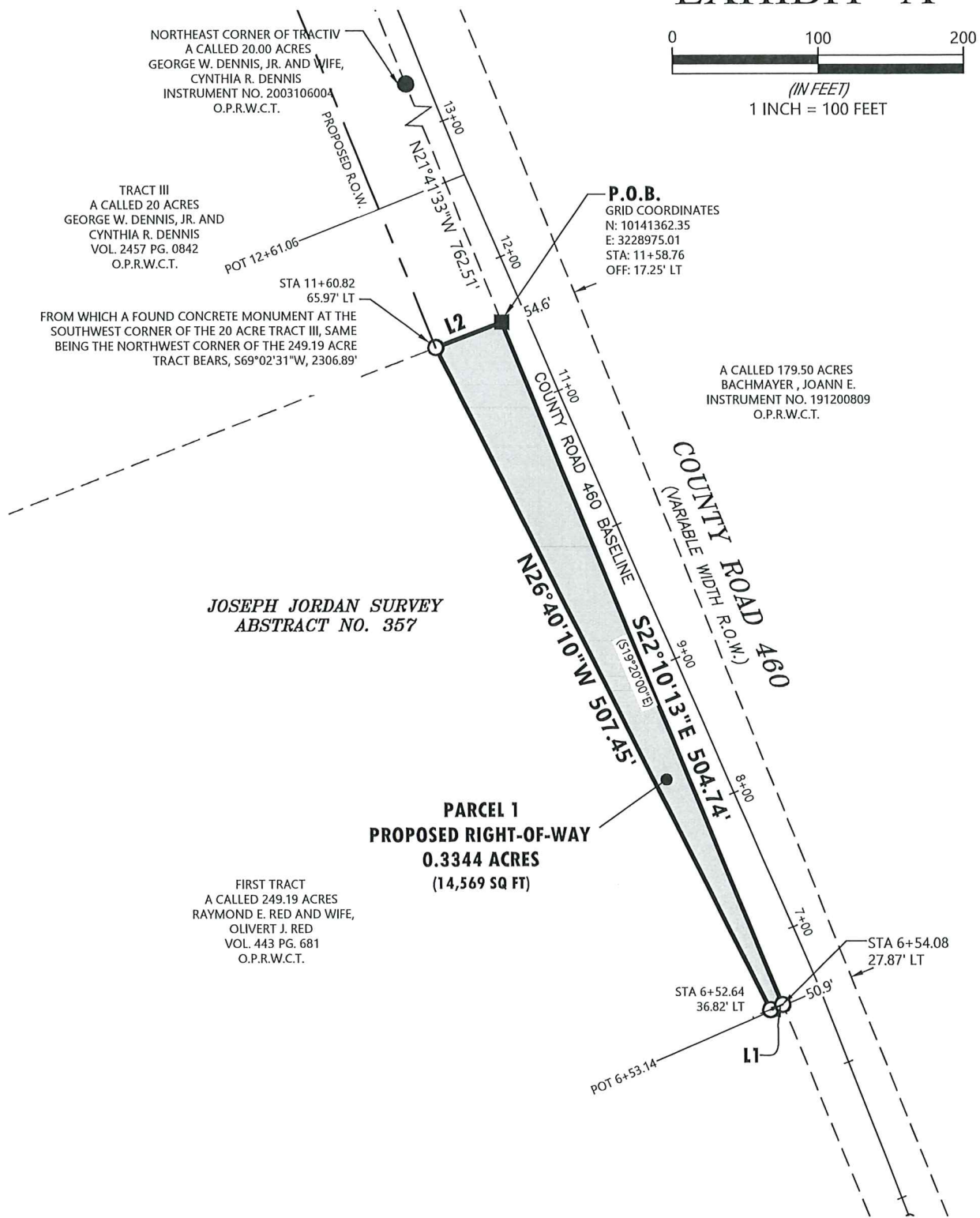
**P.O.B.**  
GRID COORDINATES  
N: 10141362.35  
E: 3228975.01  
STA: 11+58.76  
OFF: 17.25' LT

A CALLED 179.50 ACRES  
BACHMAYER, JOANN E.  
INSTRUMENT NO. 191200809  
O.P.R.W.C.T.

**JOSEPH JORDAN SURVEY  
ABSTRACT NO. 357**

FIRST TRACT  
A CALLED 249.19 ACRES  
RAYMOND E. RED AND WIFE,  
OLIVERT J. RED  
VOL. 443 PG. 681  
O.P.R.W.C.T.

**PARCEL 1  
PROPOSED RIGHT-OF-WAY  
0.3344 ACRES  
(14,569 SQ FT)**



CLUSER@TRISHALINDWHITMAN LAND GROUP DROPBOX\WLG\SURVEY\PROJECTS\SRV\0117-SURWEST-CR460\03\_DRAWINGS\02\_BOUNDARY\01\_WORKING\SET\CHDR\_S02\00701\_RED\_REVISED\_ROW\_20241125.DWG 14/09/2024 6:52:26M

SURWEST PROJECT NO.	P240070
ADD'L INFO:	
DRAWING NAME:	P240070- RED Revised ROW 20241125
REVISION:	3/3/25   REV DESC: COMMENTS & TC



720.259.9316  
www.survwest.com

SURVEY MAPPING  
UTILITY & SUB  
REAL ESTATE

6501 E Belleview Ave, Suite 300  
Englewood, CO 80111



MAIN: 281-270-6111  
TBPLES FIRM NO:  
10194926

0.344 ACRES (14,569 SQ. FT) SITUATED IN THE JOSEPH JORDAN SURVEY ABSTRACT NO. 357 WILLIAMSON COUNTY, TEXAS					
<b>TITLE: PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT</b>					
DWN:	CHK'D	DATE:	SCALE:	SHEET NO:	
KDA	RGM	07/24/2024	1:200	1 OF 3	

**NOTES**

1. BASIS OF BEARING IS BASED ON AN OPUS SOLUTION DATED DECEMBER 5, 2023 AND REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE (4203). COORDINATES SHOWN HEREON ARE GRID.

2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY UNDER GR NO. GT2403389 WITH AN EFFECTIVE DATE OF DECEMBER 29, 024.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S67°02'40"W	8.95'
L2	N69°02'16"E	48.76'

**LEGEND**

- FOUND MONUMENT
- 5/8" CAPPED IRON ROD SET
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- R.O.W. RIGHT OF WAY
- IRF IRON ROD FOUND
- CIRS CAPPED IRON ROD SET
- CIRF CAPPED IRON ROD FOUND
- PROPERTY BOUNDARY
- ||—— ASPHALT
- ——— ADJOINER LINE
- |—— BARBED WIRE FENCE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- D.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS

SURVWEST PROJECT NO. P240070

ADD'L INFO:

DRAWING NAME: P240070- RED Revised ROW 20241125

REVISION: 3/3/25 REV DESC: COMMENTS & T.C.



720.259.9316 6501 E Belleview Ave, Suite 300  
www.survwest.com Englewood, CO 80111



MAIN: 281-270-6111  
TBPLES FIRM NO: 10194926

0.344 ACRES (14,569 SQ. FT)  
SITUATED IN THE JOSEPH JORDAN SURVEY  
ABSTRACT NO. 357  
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

DWN: KDA	CHK'D RGM	DATE: 07/24/2024	SCALE: 1:200	SHEET NO: 2 OF 3
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**LEGAL DESCRIPTION**

BEING ALL OF A 0.3344 ACRE (14,569 SQUARE FEET) TRACT OR PARCEL OF LAND SITUATED IN THE JOSEPH JORDAN SURVEY, ABSTRACT NO. 357, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 249.19 ACRE TRACT OF LAND DESCRIBED AS THE FIRST TRACT IN THE DEED TO RAYMON E. RED AND WIFE, OLIVERT J. RED, RECORDED IN VOLUME 443, PAGE 681, OF THE OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND (GRID COORDINATES N: 10141362.35 E: 3228975.01) AT THE NORTHEAST CORNER OF SAID 249.19 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 20 ACRE TRACT OF LAND DESCRIBED AS TRACT III IN THE DEED TO GEORGE W. DENNIS JR. AND CYNTHIA R. DENNIS, RECORDED IN VOLUME 2457, PAGE 0842, SAID OFFICIAL PUBLIC RECORDS, AND IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 460, 17.25 FEET LEFT OF COUNTY ROAD 460 BASELINE STATION 11+58.76;

THENCE S22°10'13"E, WITH THE EAST LINE OF SAID 249.19 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 460, A DISTANCE OF 504.74 FEET TO 5/8" CAPPED IRON ROD WITH PLASTIC CAP STAMPED "SURVWEST" SET (HEREINAFTER REFERRED TO AS CAPPED IRON ROD SET), AND 27.87 FEET LEFT OF COUNTY ROAD 460 BASE STATION 6+54.08;

THENCE OVER AND ACROSS SAID 66.183 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

1. S67°02'40"W, A DISTANCE OF 8.95 FEET TO A CAPPED IRON ROD SET 36.82 FEET LEFT OF COUNTY ROAD 460 BASE STATION 6+52.64;
2. N26°40'10"W, A DISTANCE OF 507.45 FEET TO A CAPPED IRON ROD SET 65.97 FEET LEFT OF COUNTY ROAD 460 BASE STATION 11+60.82;

THENCE N69°02'16"E, WITH THE NORTH LINE OF SAID 249.19 ACRE TRACT AND THE SOUTH LINE OF SAID 20 ACRE TRACT, A DISTANCE OF 48.76 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.3344 ACRES (14,569 SQ. FT) OF LAND, MORE OR LESS.

I CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF SURVEY AND THAT THIS PROFESSIONAL SERVICE SUBSTANTIALLY CONFORMS TO TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS STANDARDS AND SPECIFICATIONS. PROJECT CONTROLS WERE ESTABLISHED UNDER THE DIRECTION OF SURVWEST AND VERIFIED BY WLG SURVEYING SOLUTIONS, LLC. THE MONUMENTS WERE SET AND TIES ARE BASED ON AN ON THE GROUND SURVEY PERFORMED UNDER THE DIRECT SUPERVISION OF A PREVIOUS RPLS AND WERE REVIEWED AND VERIFIED BY TRISHA MYREE LUND, R.P.L.S. # 6088.

*Trisha Lund*

TRISHA MYREE LUND  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6088



SURVWEST PROJECT NO. P240070

ADD'L INFO:

DRAWING NAME: P240070- RED Revised ROW 20241125

REVISION: 3/3/25 REV DESC: COMMENTS & T.C.



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REAL ESTATE



MAIN: 281-270-6111  
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6501 E Belleview Ave, Suite 300  
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0.344 ACRES (14,569 SQ. FT)  
SITUATED IN THE JOSEPH JORDAN SURVEY  
ABSTRACT NO. 357  
WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
KDA	RGM	07/24/2024	1:200	3 OF 3

# EXHIBIT "B"

Parcel 1

**DEED**  
CR 460 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 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 **JAMES ALLEN RED and wife KAREN LOU RED, and MICHAEL WAYNE RED and wife MICHELLE ANN RED**, 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 0.3344 acre (14,569 sq. ft.) tract of land out of the JOSEPH JORDAN SURVEY, ABSTRACT NO. 357, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 1**)

**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 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 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 Grantee's proposed roadway facilities and 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.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2025.

*[signature pages follow]*



**GRANTOR:**

\_\_\_\_\_  
Karen Lou Red

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2025 by Karen Lou Red, in the capacity and for the purposes and consideration recited therein.

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



