

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (“Contract”) is made by **ROBERT LOUIS PINNER, JR. AND LESLIE SHERIDAN ERNSTMEYER** (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 1.319-acre tract (57,468 Square Feet) of land situated in the George Patillo Survey, Abstract No. 505, Williamson County, Texas, being a portion of Lot 17, Block B, The Ranch at Florence, a subdivision of record in Document No. 2011051154, Plat Records, Williamson County, Texas as shown in Exhibit “A”.

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 shown 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 interests described in Exhibit “A”, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of EIGHTY-FOUR THOUSAND SEVEN HUNDRED FORTY-THREE and 00/100 Dollars (\$84,743.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of the 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.

**ARTICLE V
CLOSING
Closing Date**

4.01. The Closing shall be held at the office of Chicago Title Company, 2300 Greenhill Drive Suite 310, Round Rock, Texas on or before September 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 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.

(2) The Deed shall be in the form as set out in Exhibit "B" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, 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, subject to the terms of the Leaseback Agreement.

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 the 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 the 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 and as otherwise stated herein, 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:


Robert L. Pinner, Jr (Aug 28, 2025 16:50:45 CDT)

Robert Louis Pinner Jr.

Date: Aug 28, 2025

Address: _____

Sheridan Ernstmeyer

Leslie Sheridan Ernstmeyer

Date: Aug 28, 2025

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: Corridor J3

PROPERTY DESCRIPTION FOR 1.319 ACRE PARCEL

BEING a 1.319 acre (57,468 square foot) parcel of land, out of the George Patillo Survey, Abstract No. 505, Williamson County, Texas, being a portion of Lot 17, Block B, The Ranch at Florence, a subdivision of record in Document No. 2011051154, Plat Records, Williamson County, Texas, said Lot 17 conveyed to Robert Pinner (Undivided 50% Interest) by Special Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028345, Official Public Records, Williamson County, Texas, and to Leslie Sheridan Ernstmeyer (Undivided 50% Interest) by Special Warranty Deed dated March 1, 2022, as recorded in Document No. 2022027885, Official Public Records, Williamson County, Texas; said 1.319 acre (57,468 square foot) parcel being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the southwest corner of said Lot 17 and said Pinner et al. tract, and the southeast corner of Lot 16, Block B, in said The Ranch at Florence subdivision, said Lot 16 conveyed to Martin Quenga and Malissa Mafnas by Special Warranty Deed with Vendor's Lien, as recorded in Document No. 2013047430, Official Public Records, Williamson County, Texas;

THENCE, North 22°27'41" West, along the west line of said Lot 17 and said Pinner et al. tract, and the east line of said Lot 16 and said Quenga tract, a distance of 350.11 feet to a 5/8-inch iron rod with "McGray McGray" cap set in the proposed south right-of-way line of SH 138 for the POINT OF BEGINNING having Surface Coordinates of N=10,279,204.50, E=3,066,660.97;

- 1) THENCE, **North 22°27'41" West**, continuing along the west line of said Lot 17 and said Pinner et al. tract, and the east line of said Lot 16 and said Quenga tract, a distance of **152.64 feet** to a 1/2-inch iron rod with "Austin Surveyors" cap found at the northwest corner of said Lot 17 and said Pinner et al. tract, and the northeast corner of said Lot 16 and said Quenga tract, being in the existing south right-of-way line of SH 138 (80 foot width right-of-way);

EXHIBIT A

THENCE, along the north line of said Lot 17 and said Pinner et al. tract, and the existing south right-of-way line of SH 138, the following two (2) courses, numbered 2 and 3:

- 2) **North 67°33'15" East**, a distance of **232.97 feet** to a Texas Department of Transportation (TxDOT) Type I concrete monument found at the beginning of a curve to the right, and
- 3) **121.08 feet** along the arc of said curve to the right, having a radius of **914.93 feet**, a delta angle of **07°34'57"**, a chord bearing of **North 71°10'03" East**, and a chord distance of **120.99 feet** to a calculated point at the northeast corner of said Lot 17 and said Pinner et al. tract, and the northwest corner of Lot 18, Block B, in said The Ranch at Florence subdivision, said Lot 18 conveyed to Jamshid Bariji by Special Warranty Deed with Vendor's Lien, as recorded in Document No. 2016056146, Official Public Records, Williamson County, Texas;
- 4) THENCE, **South 22°46'06" East**, along the east line of said Lot 17 and said Pinner et al. tract, and the west line of said Lot 18 and said Bariji tract, a distance of **168.65 feet** to a 5/8-inch iron rod with "McGray McGray" cap set in the proposed south right-of-way line of SH 138, at the beginning of a curve to the left, from which a 1/2-inch iron rod with "Austin Surveyors" cap found at the southeast corner of said Lot 17 and said Pinner tract, being at an angle point in the west line of said Lot 18 and said Bariji tract, bears South 22°46'06" East, a distance of 350.66 feet;

THENCE, along the proposed south right-of-way line of SH 138, crossing said Lot 17 and said Pinner et al. tract, the following two (2) courses, numbered 5 and 6:

- 5) **202.92 feet** along the arc of said curve to the left, having a radius of **4,825.00 feet**, a delta angle of **02°24'35"**, a chord bearing of **South 71°53'01" West**, and a chord distance of **202.91 feet** to 5/8-inch iron rod with "McGray McGray" cap set, and

EXHIBIT A

- 6) **South 70°40'44" West**, a distance of **152.52 feet** to the POINT OF BEGINNING and containing 1.319 acres (57,468 square feet) of land within these metes and bounds.

The bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (2011), EPOCH 2010. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00012.

Access is permitted to the highway facility from the abutting remainder property.

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, Chris Conrad, 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 28th day of August, 2025 A.D.

SURVEYED BY:

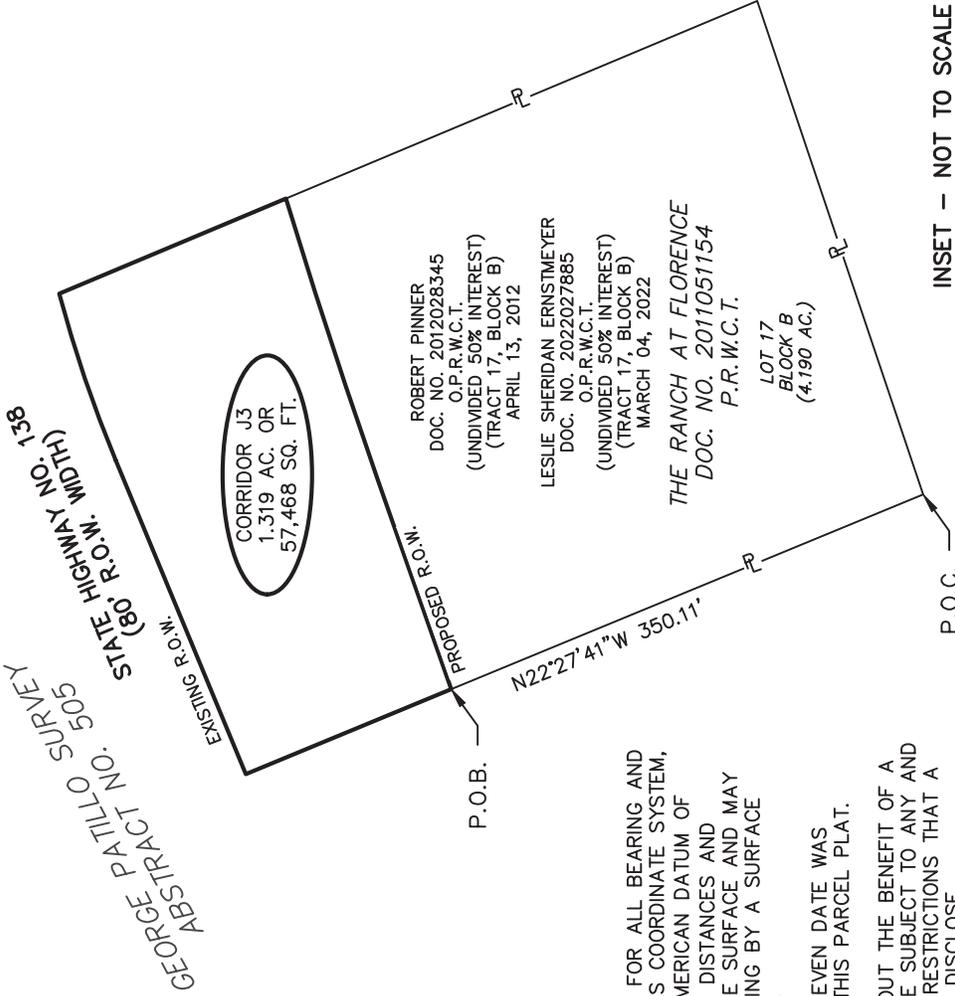
McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

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.

Chris Conrad, Reg. Professional Land Surveyor No. 5623
M:\WILCO~25-109~Corridor J3\Description\1.319 Ac ROW

**SURVEY TO ACCOMPANY DESCRIPTION
OF 1.319 AC. OR 57,468 SQ. FT. OF LAND
OUT OF GEORGE PATILLO SURVEY, ABSTRACT NO. 505
WILLIAMSON COUNTY, TEXAS**



INSET -- NOT TO SCALE

- NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012.
 2. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONNECTION WITH THIS PARCEL PLAT.
 3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

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 PURPOSE AND SHALL NOT BE USED OR RELED UPON AS A FINAL SURVEY DOCUMENT.

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 08/27/2025

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- TYPE I CONCRETE MARKER (BROKEN)
- ⊙ 1/2" IRON ROD WITH CAP STAMPED "AUSTIN SURVEYORS" SET
- ⊙ 5/8" IRON ROD WITH CAP STAMPED "MCGRAY & MCGRAY" SET
- △ CALCULATED POINT
- P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- ℙ PROPERTY LINE
- R.O.W. RIGHT OF WAY
- (....) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- ⎯⎯⎯ DISTANCE NOT TO SCALE

REVISIONS

AREA TABLE -- ACRES (SQUARE FEET)	
SURVEYED AREA	ACQUISITION
4.190 AC. (182,497 SF.)	1.319 AC. (57,468 SQ. FT.)
	REMAINDER
	2.871 AC. (125,029 SF.)

**MCGRAY & MCGRAY
LAND SURVEYORS, INC.**

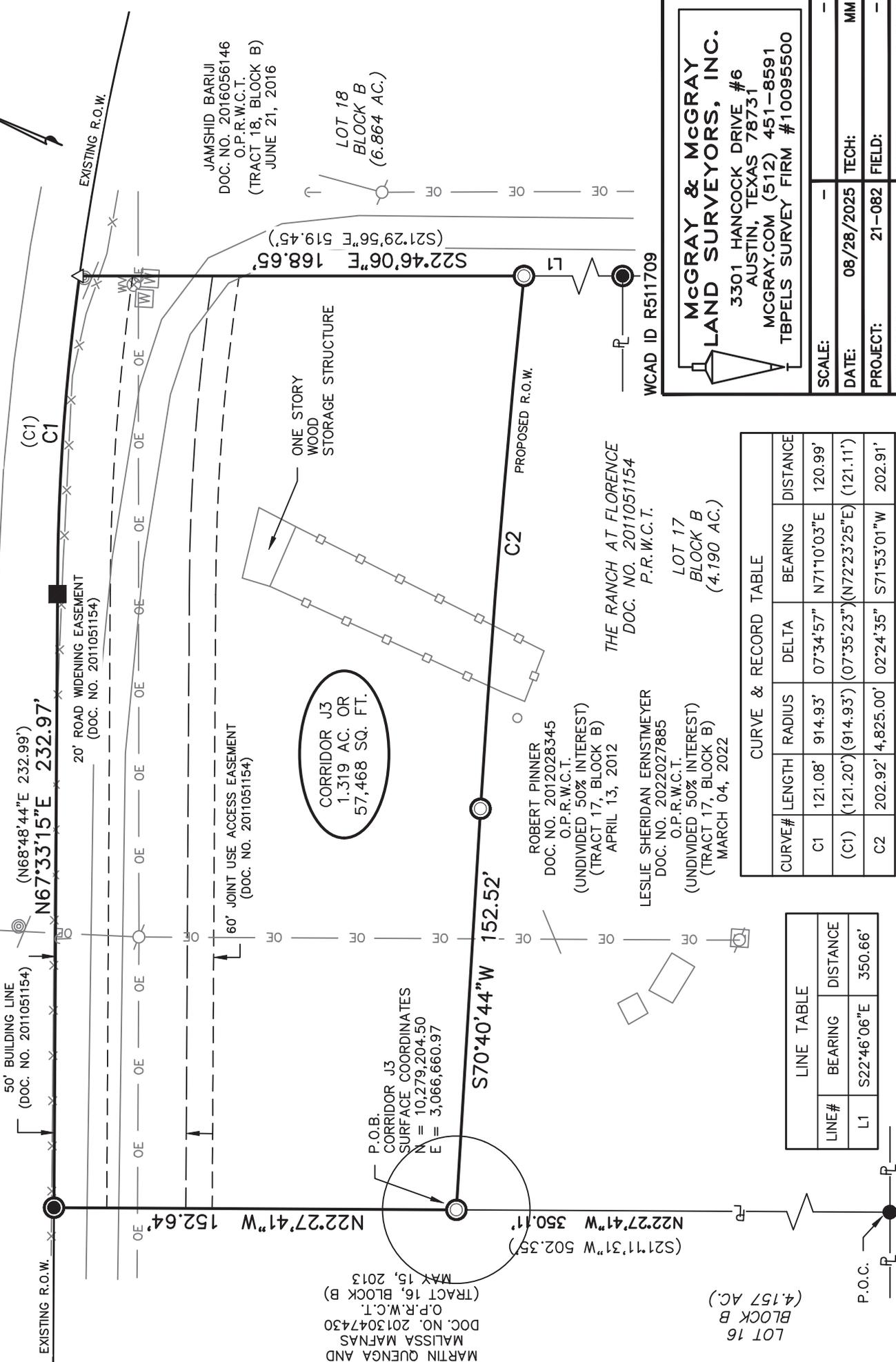
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	-		-
DATE:	08/28/2025	TECH:	MM
PROJECT:	25-109	FIELD:	-
FIELD BOOK:	-	SHEET:	4 OF 5

**SURVEY TO ACCOMPANY DESCRIPTION
OF 1.319 AC. OR 57,468 SQ. FT. OF LAND
OUT OF GEORGE PATILLO SURVEY, ABSTRACT NO. 505
WILLIAMSON COUNTY, TEXAS**

SCALE 1" = 50'

STATE HIGHWAY NO. 138
(80' R.O.W. WIDTH)



50' BUILDING LINE
(DOC. NO. 2011051154)

(N68°48'44"E 232.99')
N67°33'15"E 232.97'

20' ROAD WIDENING EASEMENT
(DOC. NO. 2011051154)

60' JOINT USE ACCESS EASEMENT
(DOC. NO. 2011051154)

CORRIDOR J3
1.319 AC. OR
57,468 SQ. FT.

P.O.B.
CORRIDOR J3
SURFACE COORDINATES
N = 10,279,204.50
E = 3,066,660.97

MARTIN QUENGA AND
MALISSA MAFNAS
DOC. NO. 2013047430
O.P.R.W.C.T.
(TRACT 16, BLOCK B)
MAY 15, 2013

ROBERT PINNER
DOC. NO. 2012028345
O.P.R.W.C.T.
(UNDIVIDED 50% INTEREST)
(TRACT 17, BLOCK B)
APRIL 13, 2012

LESLIE SHERIDAN ERNSTMEYER
DOC. NO. 2022027885
O.P.R.W.C.T.
(UNDIVIDED 50% INTEREST)
(TRACT 17, BLOCK B)
MARCH 04, 2022

THE RANCH AT FLORENCE
DOC. NO. 2011051154
P.R.W.C.T.

LOT 17
BLOCK B
(4.190 AC.)

JAMSHID BARIJI
DOC. NO. 2016056146
O.P.R.W.C.T.
(TRACT 18, BLOCK B)
JUNE 21, 2016

LOT 18
BLOCK B
(6.864 AC.)

LOT 16
BLOCK B
(4.157 AC.)

CURVE & RECORD TABLE					
CURVE#	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	121.08'	914.93'	07°34'57"	N71°10'03"E	120.99'
(C1)	(121.20')	(914.93')	(07°35'23")	(N72°23'25"E)	(121.11')
C2	202.92'	4,825.00'	02°24'35"	S71°53'01"W	202.91'

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S22°46'06"E	350.66'

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

SCALE:	-
DATE:	08/28/2025
PROJECT:	21-082
FIELD:	-
SHEET:	5 OF 5

Exhibit "B"

DEED
Corridor J 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 PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ROBERT LOUIS PINNER, JR. AND LESLIE SHERIDAN ERNSTMEYER** 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 1.319-acre tract (57,468 Square Feet) of land situated in the George Patillo Survey, Abstract No. 505, Williamson County, Texas, being a portion of Lot 17, Block B, The Ranch at Florence, a subdivision of record in Document No. 2011051154, Plat Records, Williamson County, Texas as shown in Exhibit "A".

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 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 the proposed Corridor J project.

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]

