

**REAL ESTATE CONTRACT**  
CR170/A.W. Grimes Blvd.--Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SWWC UTILITIES, INC., a Delaware corporation, (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (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 0.065 acre tract of land, more or less, situated in the W. N. Barker Survey, Abstract No. 107, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 19);

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 in Exhibit "A", 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", and for any improvements or damages or cost to cure the remaining property of Seller, shall be the sum of SIXTEEN THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$16,800.00).

### Special Provisions

2.02 As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct one (1) concrete driveway and approach section connecting between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller at approximately Station 32+50R as shown on Exhibit "B" attached hereto and incorporated herein, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements, and which location otherwise complies with the driveway policies and spacing requirements of Williamson County or other applicable permitting jurisdiction. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

2.03. As an obligation which shall survive the closing of this transaction, Purchaser agrees that Seller shall not be denied reasonable ingress and egress to its remaining property for its current uses at any time during the construction of the proposed CR 170 widening improvements by Purchaser upon the Property to be acquired herein without prior agreement of Seller.

2.04. As an obligation and agreement which shall survive the closing of this transaction, Purchaser agrees that after completion of this transaction and construction of the proposed CR170 widening improvements on the Property that Seller shall not be required by Purchaser to relocate the existing water storage facilities on the remaining property of Seller due to any existing Williamson County Setback line requirements.

### Payment of Purchase Price

2.0. 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

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 knowledge:

(1) 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;

(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 American Title Company on or before February 29, 2012, 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 Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title 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.

The deed shall be in the form as shown in Exhibit "C" attached hereto.

(2) 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 Grantee's fee simple title and/or easement interests 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."
- (3) 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. Agricultural roll-back taxes, if any, 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 the Williamson County Commissioner's Court, which date is indicated beneath the 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.

**SELLER:**

SWWC UTILITIES, INC., a Delaware corporation

By: Charles W. Profilet, Jr.  
Charles W. Profilet, Jr.  
Managing Director, Texas Utilities

Address: 12535 Reed Road  
Sugar Land, TX 77478

**PURCHASER:**

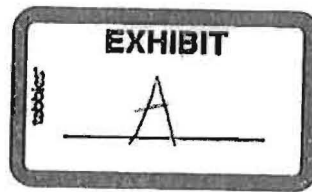
COUNTY OF WILLIAMSON

By: Dan A. Gattis  
Dan A. Gattis, County Judge  
Date: 2-15-12

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626



12/16/11  
Cambridge Heights  
0.065 Acre  
Page 1 of 3



## TRACT 19 DESCRIPTION

FOR A 0.065 ACRE TRACT OF LAND SITUATED IN THE W. N. BARKER SURVEY, ABSTRACT NO. 107, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 118, BLOCK H, CAMBRIDGE HEIGHTS, PHASE A, SECTION 1-A, A SUBDIVISION RECORDED IN CABINET R, SLIDES 181-184 OF THE PLAT RECORDS OF SAID COUNTY, SAID 0.065 ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod found, bent, for the east corner of said Lot 118, same being the northeast corner of Lot 117, Block H, of said Cambridge Heights Subdivision, on the southwest line of a 6-foot wide right-of-way reserve as shown in said Cambridge Heights Subdivision, for the east corner and **POINT OF BEGINNING** hereof;

**THENCE** with the south line of said Lot 118, same being the north line of said Lot 117, **S 87° 09' 21" W** for a distance of 9.04 feet to a ½" iron rod with "Baker Aicklen" cap set for the southwest corner hereof;

**THENCE** through the interior of said Lot 118, the following two (2) courses and distances:

- 1) with the arc of a curve to the left, having a radius of 1450.00 feet, an arc length of 173.87 feet, a central angle of 006° 52' 13", and a chord which bears, **N 26° 45' 25" W** for a distance of 173.77 feet to a ½" iron rod with "Baker Aicklen" cap set for a point of tangency hereof, and
- 2) **N 30° 11' 32" W** for a distance of 29.47 feet to a ½" iron rod with "Baker Aicklen" cap set on the northwest line of said Lot 118, same being on the southeast line of a called 20.522 acre tract as described in a deed to Sovran Acquisition Limited Partnership and recorded in Document No. 2004062343 of the Official Records of said County, for the west corner hereof;

**THENCE** with the northwest line of said Lot 118, same being the southeast line of said 20.522 acre tract, **N 29° 12' 22" E** for a distance of 23.33 feet to the northwest corner of said 6-foot wide right-of-way reserve, for the north corner hereof, from which a ½" iron rod found for



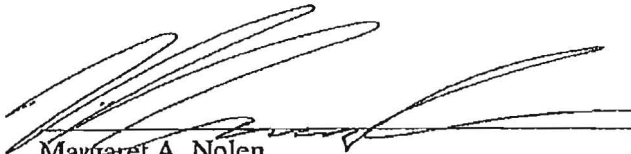
the north corner of said 6 foot right-of-way reserve bears, N 29° 12' 22" E a distance of 7.34 feet;

**THENCE** with the northeast line of said Lot 118, same being the southwest line of said 6-foot right-of-way reserve, the following two (2) courses and distances:

- 1) S 25° 38' 27" E for a distance of 149.72 feet for an angle point hereof, and
- 2) S 21° 33' 44" E for a distance of 70.51 feet to the **POINT OF BEGINNING** hereof and containing 0.065 acre of land.

Bearing basis is grid north for the Texas Central Zone NAD 83/93 HARN, per GPS survey performed during August, 2010.

Surveyed under the direct supervision of the undersigned during August, 2010:

  
Margaret A. Nolen  
Registered Professional Land Surveyor No. 5589  
BAKER-AICKLEN & ASSOCIATES, INC.  
405 Brushy Creek Road  
Cedar Park, Texas 78613  
(512) 260-3700



Job No.: 0711-2-039-41

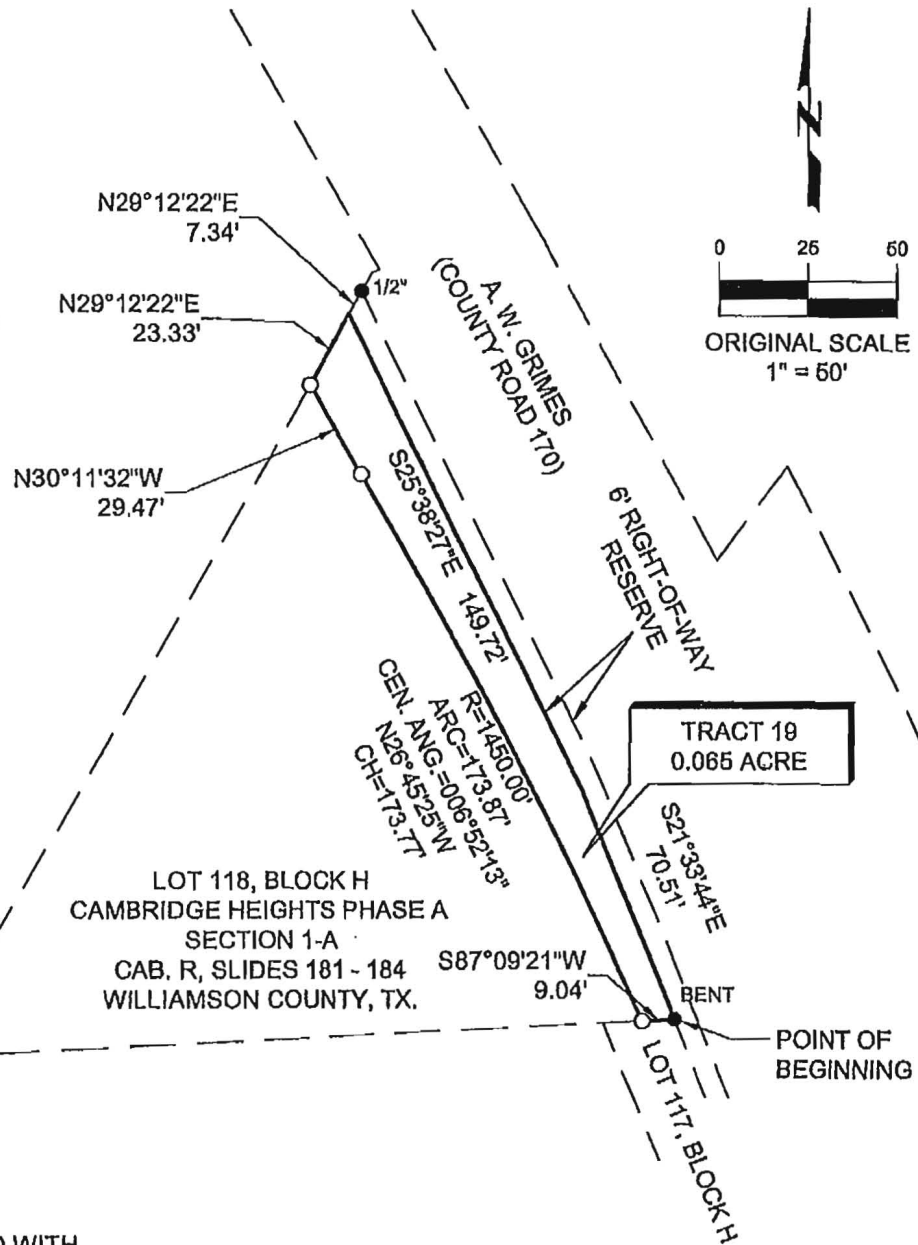
Filename:

W:\PROJECTS\WILLCO\CR 170\ROW DESCRIPTIONS\METES AND BOUNDS\CR 170 ROW 19 CAMBRIDGE HEIGHTS.DOC

# SKETCH TO ACCOMPANY DESCRIPTION

W.N. BARKER SURVEY, ABSTRACT NO. 107

SOVRAN ACQUISITION  
LIMITED PARTNERSHIP  
CALLED 20.522 ACRES  
DOC. NO. 2004062343  
WILLIAMSON COUNTY



- 1/2" IRON ROD WITH "BAKER-AICKLEN" CAP SET
- IRON ROD FOUND (SIZE AS LABELED)

CAMBRIDGE HEIGHTS  
CAB. R, SLIDES 181-184  
WILLIAMSON COUNTY, TEXAS

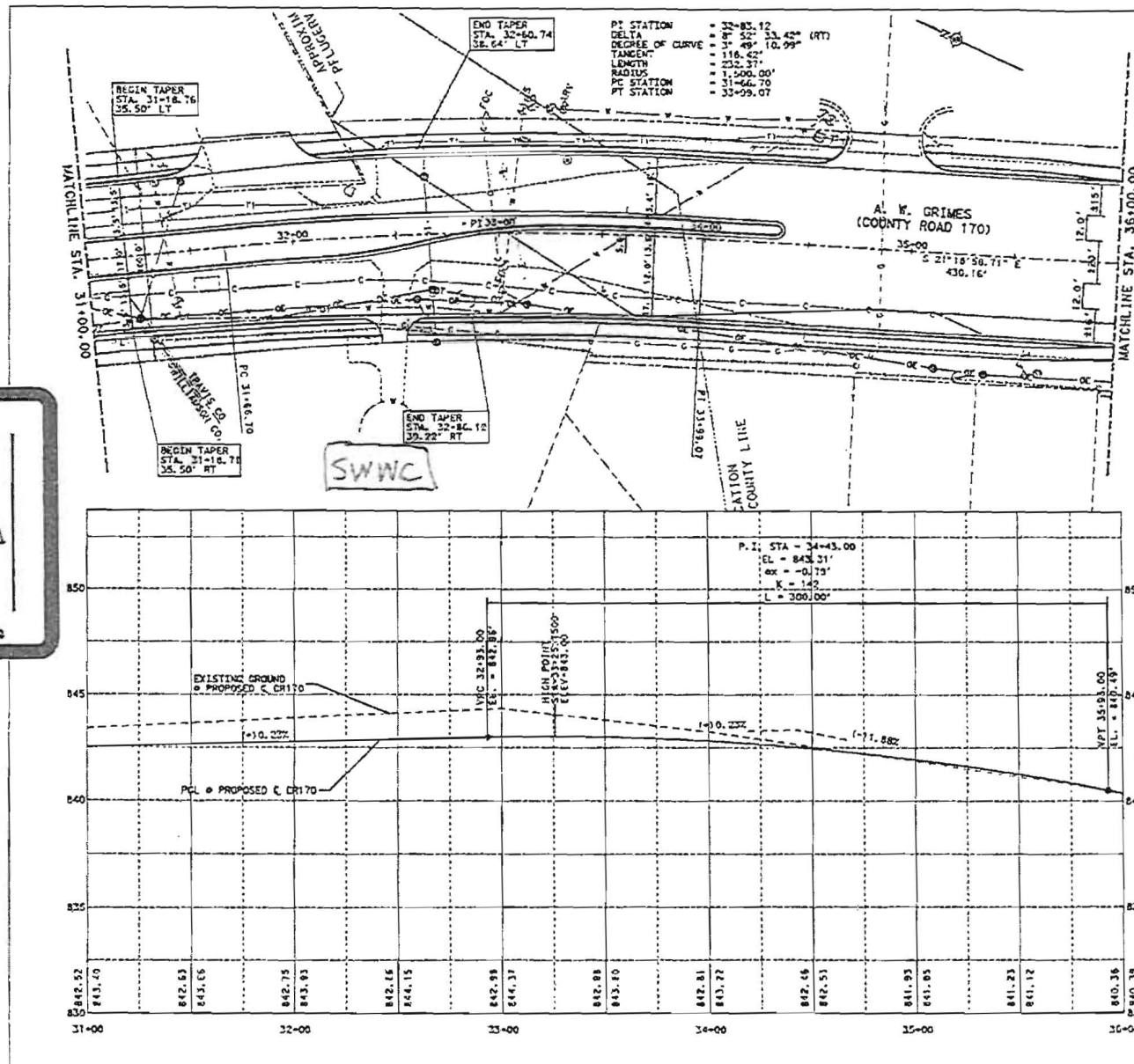
DATE: AUGUST, 2010  
JOB NO.: 0711-2-039-41  
BY: R. BROOKS  
CHK: M. NOLEN  
PAGE 3 OF 3

**BAKER-AICKLEN & ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning

405 BRUSHY CREEK RD.  
CEDAR PARK, TX 78613  
(512) 260-3700

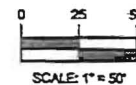
EXHIBIT

B



**BAKER-AICKLEN & ASSOCIATES, INC.**  
Engineers • Surveyors • GIS • Planning

800 N. UNIVERSITY AVE.  
SUITE 200, DALLAS, TX 75208  
214.761.8800  
BAKER-AICKLEN.COM



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF LEAH J. CORPUS, P.E. 871928 ON 10/10/2023. IT IS NOT TO BE USED FOR PERMITTING, BIDDING, OR CONSTRUCTION. TEXAS STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS, PUBLIC 137,339(9)

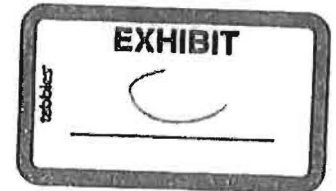
**WILLIAMSON COUNTY**  
1848

NO.	DATE	REVISIONS	RECORD

**PROJECT**  
COUNTY ROAD 170

**DRAWN**  
ROADWAY PLAN AND PROFILE:  
STA 31+00 - STA 36+00

PROJECT NUMBER	DATE
0715-2-079	11/19/2011
DESIGNED BY	DRAWN BY
DATE	DATE
TOTAL	L.I.C.
	X
	20



**SPECIAL WARRANTY DEED**  
CR170/A.W. Grimes Blvd. 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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WHEREAS**, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed CR170/A.W. Grimes Blvd. roadway improvements ("Project"); and,

**WHEREAS**, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That SWWC UTILITIES, INC., a Delaware corporation, 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, 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 those certain tracts or parcels 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:

All of that certain tract of land consisting of 0.065 acre, more or less, situated in the W. N. Barker Survey, Abstract No. 107, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein  
**(Parcel 19)**

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:** Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.



Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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 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 Chandler Road, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the premises 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 Grantors do hereby bind ourselves, our 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 Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 2<sup>nd</sup> day of February, 2012.

**GRANTOR:**

SWWC UTILITIES, INC., a Delaware Corporation

By: Charles W. Profilet, Jr.  
Charles W. Profilet, Jr.  
Managing Director, Texas Utilities

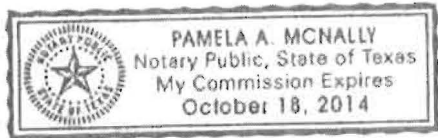
**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF FORT BEND

This instrument was acknowledged before me on this the 2<sup>ND</sup> day of FEBRUARY, 2012 by Charles W. Profilet, Jr., Managing Director, Texas Utilities of SWWC Inc., a Delaware corporation, in the capacity and for the purposes and consideration recited therein.



Pamela A. McNally  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas

**GRANTEE'S MAILING ADDRESS:**

Williamson County  
c/o County Judge Dan A. Gattis  
County Courthouse  
701 Main Street  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**