

**REAL ESTATE CONTRACT**  
CR 258 Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by SANDRA ANDERSON (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 0.242 acre (approximately 10,527 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of a 7.35 AC tract of land conveyed to Sandra Anderson in a special warranty deed dated June 30, 1999 and recorded in Document Number 199946139 of the Official Public Records of 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 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 thereon, and any damage or cost of cure for the remaining Property of Seller shall be the sum of TEN THOUSAND NINE HUNDRED and 00/100 Dollars (\$10,900.00).

**Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

### Special Provisions

2.03. As an obligation and agreement which shall survive the Closing of this transaction, Purchaser agrees that any required relocation or adjustment of utilities of any kind within the Property as a result of Purchaser's use of the property for roadway improvements shall be done at no cost, responsibility, or obligation of Seller, her successors or assigns.

## **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 current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessces, 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;

#### 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 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.

**SELLER:**

Sandra Anderson  
Sandra Anderson

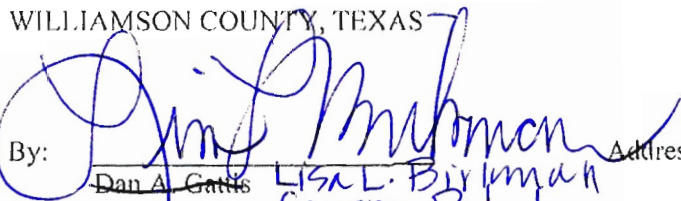
Address: 100 Sunset Ridge  
Libertyville, IL 60188

Date: 7.2.2015

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:

  
~~Dan A. Gattis~~  
County Judge

Lisa L. Birkyman  
Comm. Pct. 1

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

Date:

7-14-15

**EXHIBIT "A"**



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**0.242 ACRE RIGHT-OF-WAY PARCEL NO. 1  
SANDRA ANDERSON  
B. MANLOVE SURVEY, ABSTRACT NO. 417,  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.242 ACRES (APPROXIMATELY 10,527 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.35 ACRE TRACT OF LAND CONVEYED TO SANDRA ANDERSON IN A SPECIAL WARRANTY DEED DATED JUNE 30, 1999 AND RECORDED IN DOCUMENT NO. 199946139 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.242 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod found at intersection of the proposed north right-of-way line of County Road 258 and the existing north right-of-way line of County Road 258 (right-of-way width varies), for the southwest corner of the said 7.35 acre tract and the southwest corner of the herein described tract of land, being also the southeast corner of a 262.022 acre tract conveyed to Macnak, LLC in Document No. 2007083912 of the Official Public Records of Williamson County, Texas.

**THENCE** North 08°02'26" West, with the proposed north right-of-way line of County Road 258, being also the common line of the said 7.35 acre tract and the said 262.022 acre tract, a distance of 36.15 feet to a 1/2" iron rod with "Walker 5283" cap set for the northwest corner of the herein described tract of land, from which a cotton spindle found at an angle point in said common line bears North 08°02'26" West, a distance of 813.63 feet;

**THENCE** North 68°43'58" East, leaving said common line, and crossing the 7.35 acre tract, with the proposed north right-of-way line of County Road 258, a distance of 298.16 feet a 1/2" iron rod with "Walker 5283" cap set in the west line of Lot 2, Final Plat of Omer Galle Subdivision, a subdivision of record in Document No. 2012011285 of the Official Public Records of Williamson County, Texas, for the northeast corner of the

herein described tract of land, from which a 1/2" iron rod found at an angle point in the west line of said Lot 2 bears North 02°19'33" East, a distance of 442.12 feet;

**THENCE** South 02°19'33" West, with the west line of Lot 2, at a distance of 22.51 feet passing a 1/2" iron rod found at the southwest corner of said Lot 2, being an angle point in the existing north right-of-way line of County Road 258, continuing with the existing north right-of-way line of County Road 258, in all a distance of 39.60 feet to a calculated angle point in the existing north right-of-way line of County Road 258, being the south line of the said 7.35 acre tract, for the southeast corner of the herein described tract of land;

**THENCE** South 68°56'59" West, with the existing north right-of-way line of County Road 258, being the south line of the said 7.35 acre tract, a distance of 290.59 feet to the **POINT OF BEGINNING**, containing 0.242 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075029-PARCEL 01 REV.

 11/26/19

Charles G. Walker      Date  
Registered Professional Land Surveyor  
State of Texas No. 5283  
Walker Texas Surveyors, Inc.  
T.B.P.L.S. FIRM NO. 10103800





SKETCH TO ACCOMPANY A DESCRIPTION OF 0.242 ACRES (APPROXIMATELY 10,527 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.35 ACRE TRACT OF LAND CONVEYED TO SANDRA ANDERSON IN A SPECIAL WARRANTY DEED DATED JUNE 30, 1989 AND RECORDED IN DOCUMENT NO. 199946139 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND

- 1/2" IRON ROD WITH "WALKER 5283" CAP SET
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- HG 1/2" IRON ROD WITH "HARRIS GRANT" CAP FOUND
- ★ COTTON SPINDLE FOUND
- △ CALCULATED POINT

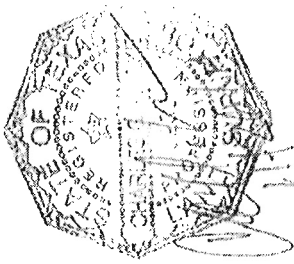
P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS

( ) RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N08°02'26"W	36.15'
L2	S02°19'33"W	39.60'



BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.998860020  
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00014  
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0

THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON. THE RECORD OF ACCESS ESMT. SHOWN HEREON WAS GIVEN TO THE SURVEYOR BY WILLIAMSON COUNTY. NO FURTHER EASEMENT RESEARCH HAS BEEN DONE BY THE SURVEYOR.

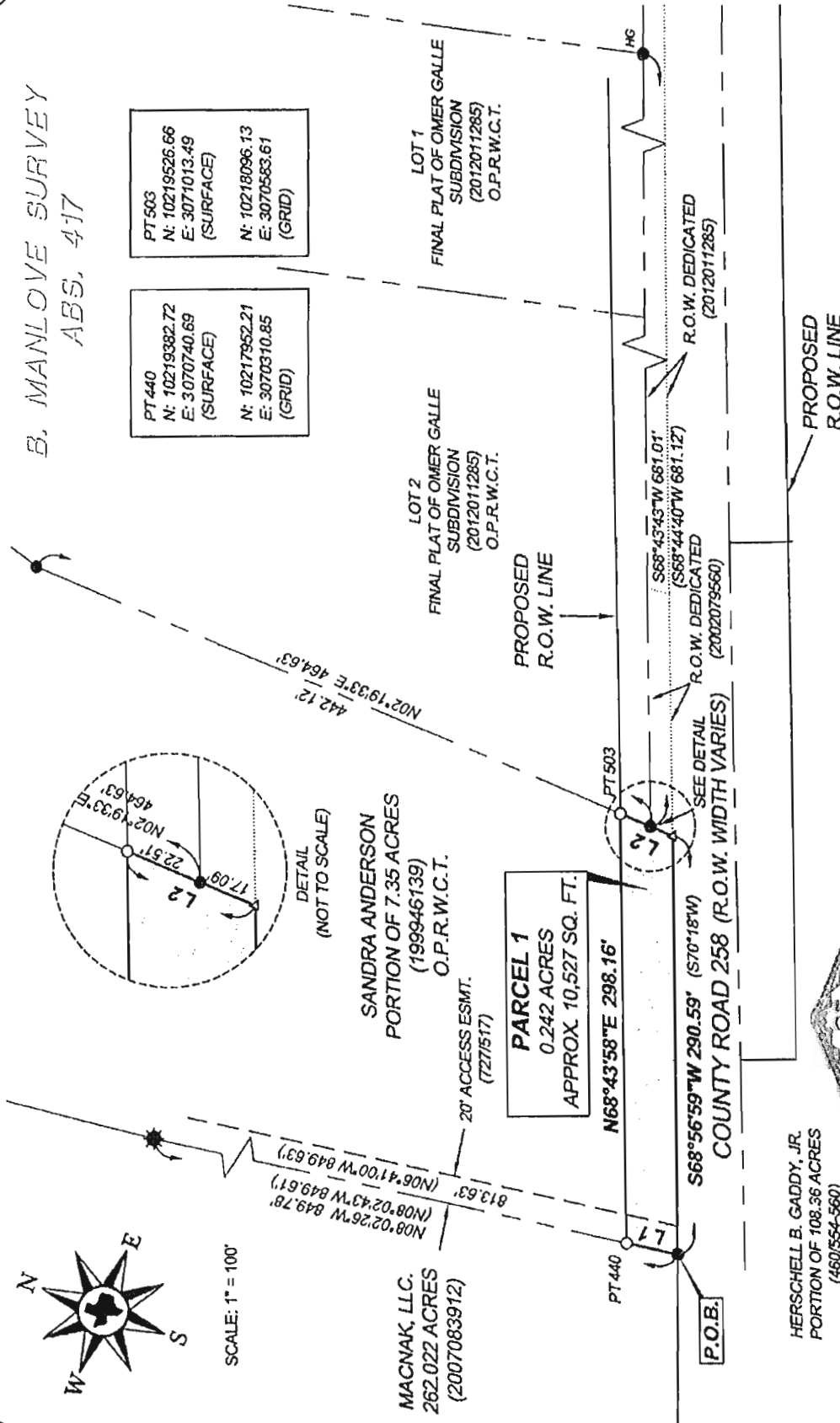
WALKER TEXAS SURVEYORS, INC.  
P.O. BOX 324  
CEDAR PARK, TEXAS 78630  
(512) 258-3361  
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: 11/26/14  
DRAWING NO.: 075029-PARCEL 1 REV  
PROJECT NO.: 075029  
DRAWN BY: CWW  
PAGE 3 OF 4

WILLIAMSON  
COUNTY  
1848

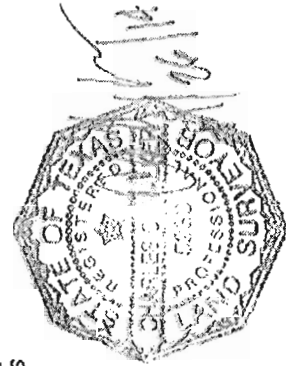
WALKER  
TEXAS SURVEYORS

B. MANLOVE SURVEY  
ABS. 417



**WALKER**  
TEXAS SURVEYORS

**WILLIAMSON**  
COUNTY  
1848



# EXHIBIT "B"

Parcel 1

## DEED County Road 258 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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

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

That SANDRA ANDERSON, a single person, 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:

All of that certain 0.242 acre (approximately 10,527 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of a 7.35 AC tract of land conveyed to Sandra Anderson in a special warranty deed dated June 30, 1999 and recorded in Document Number 199946139 of the Official Public Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (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 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.

**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.

GRANTOR:

### ACKNOWLEDGMENT

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Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**