

**REAL ESTATE CONTRACT**  
CR 110 Right of Way—Parcel 17S

THIS REAL ESTATE CONTRACT ("Contract") is made by RALPH BRUCE FERGUSON II and LISA C. FERGUSON (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 0.216 acre (approximately 9,426 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17S**);

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 and Additional Compensation**

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage or cost of cure for the remaining Property of Seller shall be the sum of FIFTY THOUSAND FOUR HUNDRED SEVENTY and 00/100 Dollars (\$50,470.00).

**Payment of Purchase Price and Additional Compensation**

2.02. The Purchase Price and Additional Compensation 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 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;

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 Capital Title Company on or before November 30, 2015, 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 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 "B" attached hereto and incorporated herein.

(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 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 and Additional Compensation.

#### 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

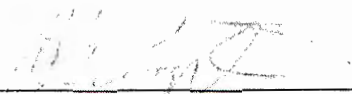
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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.

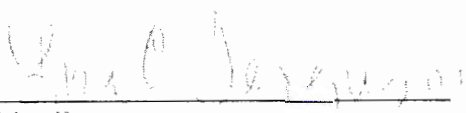
*[signature page follows]*

**SELLER:**

  
Ralph Bruce Ferguson, II

Date: 10/24/2015

Address: 7890 County Rd 110  
Round Rock TX 78681

  
Lisa Ferguson

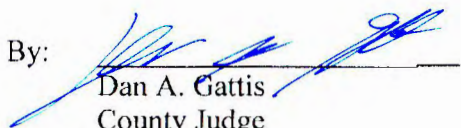
Date: 12/24/2015

Address: 7890 Co Rd 110  
Round Rock, TX 78681

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By:

  
Dan A. Gattis  
County Judge

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

Date:

10-29-2015



EXHIBIT A

**County:** Williamson  
**Parcel No.:** 17S  
**Highway:** CR 110  
**Limits:** From: U.S. Highway 79  
To: 300 feet north of CR 109 (Limmer Loop)

**DESCRIPTION FOR PARCEL 17S**

DESCRIPTION OF A 0.216 ACRE (9,426 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.37 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO RALPH BRUCE AND LISA C. FERGUSON AND RECORDED IN DOCUMENT NUMBER 2003051750 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.216 ACRE (9,426 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 888.65 feet left of Engineer's Centerline Station (E.C.S.) 168+06.99, said point being the northwest corner of a called 10.0 acre tract of land as described in a deed to Stephen and Margot Martinez and recorded in Document No. 2009037920, O.P.R.W.C.TX., same being the southwest corner of said 7.37 acre tract;

**THENCE** N 87°08'28" E, with the common line of said 7.37 acre tract and said 10.0 acre tract, a distance of 820.68 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 167+99.76, for the **POINT OF BEGINNING** (Grid = N: 10175297.52, E: 3156280.95) of the parcel described herein, same point being on the proposed west right-of-way line of County Road (CR) 110;

- 1) **THENCE** N 02°21'47" W, over and across said 7.37 acre tract, with the proposed west right-of-way line of CR 110, a distance of 383.60 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 171+83.36, same point being on the north line of said 7.37 acre tract and the south line of a called 4.037 acre tract as conveyed to Nancy and Thomas Arredondo and recorded in Document No. 2003057598, from which a 1/2-inch iron rod found at the northwest corner of said 7.37 acre tract, same point being the southwest corner of said 4.037 acre tract bears S 87°46'38" W, a distance of 814.54 feet;
- 2) **THENCE** N 87°46'38" E, with the common line of said 7.37 acre tract and said 4.037 acre tract a distance of 25.33 feet to a 1/2 inch iron rod found 42.67 feet left of E.C.S. 171+83.30, same point being the southeast corner of said 4.037 acre tract and the northeast corner of said 7.37 acre tract, same being on the existing west right-of-way line of CR 110 (a variable width right-of-way), no record information found;
- 3) **THENCE** S 02°08'12" E, with the existing west right-of-way of CR 110, a distance of 383.75 feet to a 1/2 inch iron rod found 44.19 feet left of E.C.S. 167+99.55, same point being the southeast corner of said 7.37 acre tract and the northeast corner of said 10.0 acre tract;

- 4) **THENCE** S 88°08'28" W, with the common line of said 10.0 acre tract and said 7.37 acre tract a distance of 23.81 feet to the **POINT OF BEGINNING**, and containing 0.216 ACRE (9,426 SQ. FT.) of land, more or less.

\*Area calculated by SAM, LLC.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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KNOW ALL MEN BY THESE PRESENTS:

That I, William Reed Herring, 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 20<sup>th</sup> day of January, 2015.

SURVEYING AND MAPPING, Inc.  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Texas Firm Registration No. 10064300

**PRELIMINARY,  
THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE.**  
\_\_\_\_\_  
William Reed Herring  
Registered Professional Land Surveyor  
No. 6355-State of Texas

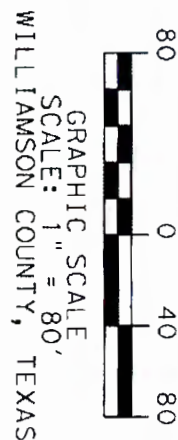
# LEGEND

- CONCRETE MONUMENT FOUND
- TYPE 11 CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- △ PROPERTY LINE
- △ RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

R. MCNUTT SURVEY,  
ABSTRACT 422

STEPHEN AND MARGOT MARTINEZ  
CALLED 10.0 ACRES  
DOC. NO. 2009037920  
O.P.R.W.C.TX.

P.O.C.  
168+06.99  
888.65' LT



P.O.R.  
171+85.36  
882.54' LT

## LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N87°46'38"E	25.33'
L2	S88°08'28"W	23.81'

RALPH BRUCE AND LISA C. FERGUSON  
7.37 ACRES  
DOC. NO. 2003051750  
O.P.R.W.C.TX.

NANCY AND THOMAS ARREDONDO  
CALLED 4.037 ACRES  
DOC. NO. 2003057598  
O.P.R.W.C.TX.

COUNTY ROAD 110  
VARIABLE WIDTH ROW  
(NO RECORD INFORMATION FOUND)

PROPOSED ROW LINE

ENGINEER'S CENTERLINE N 02°21'47" W 4459.72'

### NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVOD88 TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC, ON DECEMBER 22, 2014.
4. AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PRELIMINARY,

THIS DOCUMENT SHALL NOT BE  
RECORDED FOR ANY PURPOSE

WILLIAM REED HERRING  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6355, STATE OF TEXAS

DATE



4801 Southwest Parkway  
Building Two, Suite 100  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029  
Texas Tax Registration No. 10004300

TIME: 8:02:07 AM  
DATE: 4/16/2015  
FILE: \\scom\c\yous\PROJECTS\1014035067\100\Survey\06Plats\Parcel 175.dgn

EXISTING 7.37 AC. ACQUIRE 0.276 AC. REMAINING 7.5 AC. LEFT

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
RALPH BRUCE & LISA C.  
FERGUSON  
PARCEL 175

0.216 AC. (9,426 SQ. FT.)

PAGE 3 OF 3  
REF. FIELD NOTE NO. 18267

# EXHIBIT "B"

Parcels 17S

## DEED

County Road 110 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 RALPH BRUCE FERGUSON, II and LISA C. FERGUSON, 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 0.218 acre (approximately 9,426 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein  
**(Parcel 17S)**

**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 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 CR 110, but shall not be used or exported from the Property for any other purpose.

**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 \_\_\_\_\_, 2015.

*[signature pages follow]*

**GRANTOR:**

\_\_\_\_\_  
Ralph Bruce Ferguson, II

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by Ralph Bruce Ferguson, II, in the capacity and for the purposes and consideration recited therein.

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

**GRANTOR:**

\_\_\_\_\_  
Lisa C. Ferguson

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by Lisa C. Ferguson, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
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:**