

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 12M-E

THIS REAL ESTATE CONTRACT ("Contract") is made by MILDRED SAULS, Individually and as Independent Executor of the Will and Estate of Clarence L. Sauls, Deceased (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:

Drainage Easement interest in and across all of that certain 0.096 acre (4,186 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12M-E**)

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 interest described in Exhibit "A" shall be the sum of TEN THOUSAND NINE HUNDRED FORTY and 00/100 Dollars (\$10,940.00).

Payment of Purchase Price

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

Additional Agreements and Compensation

2.03. By execution of this Contract the parties agree that Seller shall specifically retain the right to make a claim with the Purchaser, its agents, contractors or their insurers, for any damages to the remaining property of Seller which are caused by any proposed CR110 roadway construction activities that may occur due to trespass outside of the Property acquired herein.

The parties further agree that compensation for any damages to growing crops located on the remaining property of Seller outside of the Property acquired herein and which are directly caused by any proposed CR110 roadway construction activities shall be negotiated directly with the farming tenant of Seller.

As additional compensation and agreement which shall survive the Closing of this transaction, Seller further agrees to remove the Property area being acquired herein from any existing grazing or agricultural lease, and shall not allow any future lease of the Property for such purposes after 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 Independence Title Company on or before June 30, 2016, 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 Drainage Easement conveying such property interest to Williamson County, Texas in and across 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 Drainage Easement 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.

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:

Mildred Sauls

MILDRED SAULS, Individually and as Independent Executor
of the Estate of Clarence L. Sauls, Deceased

Date: 5-14-2016

Address: P.O. Box 34
Round Rock, Tx
78680

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

SELLER:

Mildred Sauls

MILDRED SAULS, Individually and as Independent Executor
of the Estate of Clarence L. Sauls, Deceased

Date: 5-14-2016

Address: P.O. Box 34

Round Rock, Tx

78680

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:

Dan A. Gattis
Dan A. Gattis
County Judge

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

Date: 05-27-2016

EXHIBIT A

County: Williamson
Parcel : 12M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 12M-E

DESCRIPTION OF A 0.096 ACRE (4,186 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A REMAINDER PORTION OF THAT CALLED 200 ACRE TRACT OF LAND CONVEYED TO CLARENCE LORENZO SAULS BY INSTRUMENT RECORDED IN VOLUME 1861, PAGE 113 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.096 ACRE (4,186 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at calculated point, being in the cutback of the existing southerly Right-of-Way (ROW) line of Chandler Road (variable width ROW), same being in the northerly boundary line of said remainder portion of the 200 acre tract, for the northeasterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Coulter" found 220.73 feet right of proposed County Road (C.R.) 110 Baseline Station 289+64.36, being an angle point in said existing southerly ROW line of Chandler Road, same being an angle point in the northerly boundary line of said remainder portion of the 200 acre tract bears, S 24°23'30" W for a distance of 133.44 feet;

THENCE, departing said existing southerly ROW line of Chandler Road, through the interior of said remainder portion of the 200 acre tract, the following two (2) courses:

- 1) **S 21°23'24" E** for a distance of **167.44** feet to a calculated point, being the southeasterly corner of the herein described tract;
- 2) **S 24°23'30" W** for a distance of **34.88** feet to a calculated point, being in the westerly boundary line of said remainder portion of the 200 acre tract, same being in the existing easterly ROW line of County Road (C.R.) 110 (variable width ROW), for the southwesterly corner of the herein described tract, and from which a 60D nail found being the southwesterly corner of said remainder portion of the 200 acre tract, same being the northwesterly corner of that called 25.97 acre tract of land conveyed to Pro-Build Real Estate Holdings, LLC. by instrument recorded in Document No. 2006067193 of the Official Public Records of Williamson County, Texas, bears S 21°23'24" E at a distance of 239.77 feet, being 99.70 feet right of proposed C.R. 110 Baseline Station 284+39.77;
- 3) **THENCE** with said existing easterly ROW line of CR 110, same being the westerly boundary line of said remainder portion of 200 acre tract, **N 21°23'24" W** for a distance of **167.44** feet to a calculated point, being the northwesterly corner of said remainder portion of the 200 acre tract, same being the intersecting point of said existing southerly ROW line of Chandler Road, and said existing easterly ROW line of CR 110, for the northwesterly corner of the herein described tract;

- 4) **THENCE**, departing said existing easterly ROW line of CR 110, with the northerly boundary line of said remainder portion of the 200 acre tract, same being said existing southerly ROW line of Chandler Road, **N 24°23'30" E** for a distance of **34.88** feet to a calculated point, for the northeasterly corner of the herein described tract to the **POINT OF BEGINNING**, containing 0.096 acres (4,186 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
FOR REFERENCE ONLY.

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

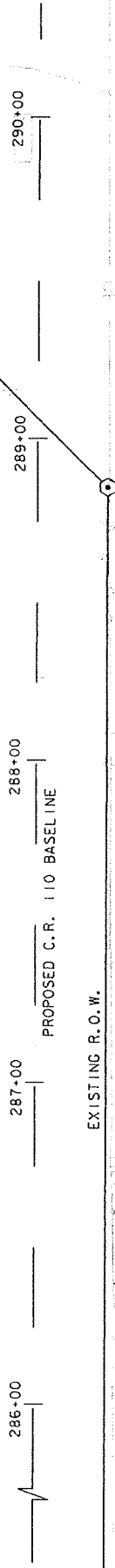
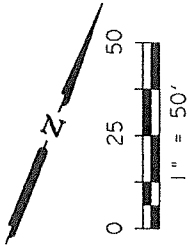
Date

SA_KIMLEY HORN\CR 110\PARCELS\PARCEL 12M-E-SAULS-0.096 AC. EASE TRACT

PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/24/15
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	N24° 23' 30" E	34.88'
L2	S24° 23' 30" W	34.88'



C.R. 110
(R.O.W. WIDTH VARIES)

(N21° 25' 23" W 407.53')

N21° 23' 24" W 167.44' EXISTING R.O.W.

PROPOSED 25' EASEMENT

S21° 23' 24" E 167.44'

P.O.B.

(S24° 28' 55" W 168.29')

EXISTING R.O.W.

S24° 23' 30" W 133.44'

STA. 289+64.36

220.73' RT

COALTER

CLARENCE LORENZO SAULS
REMAINDER PORTION 200 AC.
VOL. 1861, PG. 113
O.R.W. C.T.

0.096 AC.
4,186 SQ. FT.

12M-E

PRO-BUILD REAL
ESTATE HOLDINGS, LLC
25.97 ACRES,
DOC. NO. 2006067193
O.P.R.W. C.T.

PARCEL 12M-E

PARCEL PLAT SHOWING PROPERTY OF

CLARENCE LORENZO SAULS

COUNTY
WILLIAMSON

PROJECT
CR 110

SCALE
1" = 50'

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200; FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

TXDOT TYPE	CONCRETE MONUMENT FOUND	ε	CENTER LINE
■	FENCE CORNER POST FOUND	ε	PROPERTY LINE
✱	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD FOUND W/PLASTIC CAP	—/—	LINE BREAK
⊙	COTTON GIN SPINDLE FOUND	—/—	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
	STAMPED "WILCO-ROW" SET	O.P.R.W.C.T.	OFFICIAL RECORDS
	(UNLESS NOTED OTHERWISE)	P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
			OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
			PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

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 DIRECT SUPERVISION.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE. FOR REFERENCE ONLY.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

INLAND
GEODETICS


PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200; FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CLARENCE LORENZO SAULS

SCALE 1" = 50'	PROJECT CR 110	COUNTY WILLIAMSON
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PARCEL 12M-E