

REAL ESTATE CONTRACT

State of Texas

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County of Williamson

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This Real Estate Contract ("Contract") is made by and between Williamson County, Texas (referred to in this Contract as "COUNTY"), a Texas political subdivision, and BEVERLY CARLSON THOMPSON (referred to in this Contract as "THOMPSON"), an individual, upon the terms and condition set forth in this Contract. THOMPSON and the COUNTY may be referred to as "Party" or "Parties" as the context may require.

ARTICLE I **PURCHASE AND SALE**

1.01 By this Contract, COUNTY sells and agrees to convey to THOMPSON a tract of land situated in Williamson County, Texas, being more particularly described as follows:

Being a 0.954 acre tract of land, located in the William Addison Survey, Abstract No. 21, Williamson County, Texas, said 0.954 acre tract of land being within the remaining portion of that called 103.913 acre tract recorded in volume 2332, 141, Official Public Records, Williamson County, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein

together with all and singular the rights and appurtenances pertaining to the property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), together with any improvements, situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II **PURCHASE CONSIDERATION**

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 COUNTY shall be the sum of SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND TWENTY THREE DOLLARS AND NO/100 (\$72,723.00).

Payment of Purchase Price

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

ARTICLE III
PARTY'S OBLIGATIONS

Conditions to Party's Obligations

3.01 The obligations of the Parties hereunder to consummate the transaction 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 either Party at or prior to the closing).

3.02 The Parties 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 the Parties prior to or as of the closing unless waived.

ARTICLE IV
CLOSING

4.01 The closing shall occur no later than June 1, 2016 (which date is herein referred to as the "Closing Date"). Either Party may terminate this Contract and thereafter neither THOMPSON nor COUNTY shall have any continuing rights or obligations hereunder.

County's Obligations

4.02 At the closing COUNTY shall:

- (a)** Deliver to THOMPSON a duly executed and acknowledged Quitclaim Deed conveying good and indefeasible title in fee simple in the Property.
- (b)** Deliver to THOMPSON possession of the Property on the Closing Date.

THOMPSON's Obligations

4.03 At the closing, THOMPSON shall:

- (a)** Pay the cash portion of the Purchase Price.
- (b)** Pay the Closing Costs as set forth in section 4.05, *infra*.

Prorations

4.04 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. All special taxes or assessments to the Closing Date shall be paid by the Parties for the real property conveyed by such Parties.

Closing Costs

4.05 All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Filing fees for deed for paid by COUNTY;
THOMPSON's attorney fees paid by THOMPSON; and
COUNTY's attorney fees, totaling \$735.00, paid by THOMPSON.

ARTICLE V REPRESENTATIONS

5.01 COUNTY represents and warrants to THOMPSON to the best of their knowledge, as of the Closing Date, as follows:

- (a)** There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (b)** COUNTY has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it;
- (c)** COUNTY is not aware of any material physical defects to the Property;
- (d)** COUNTY is not aware of any environmental hazards or conditions that affect the Property;
- (e)** COUNTY is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and
- (f)** COUNTY is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on the Property.

ARTICLE VI POST-CLOSING OBLIGATIONS

6.01 THOMPSON shall not cause the natural flow of water across the Property to be impeded. Any culverts installed under the Property must be of adequate size and design to prevent the impediment of the natural flow of water.

ARTICLE VII

BREACH

7.01 In the event COUNTY 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 THOMPSON's default, THOMPSON may enforce specific performance of this Contract.

ARTICLE VIII

MISCELLANEOUS

Survival of Covenants

8.01 Any of the representations, warranties, covenants, obligations, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall run with the land and shall survive the closing and shall not be merged therein.

Notice

8.02 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 THOMPSON or COUNTY, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.03 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

8.04 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

8.05 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

8.06 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

8.07 Time is of the essence in this Contract.

Gender

8.08 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

8.9 Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.10 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, THOMPSON is hereby advised that she should be furnished with or obtain a policy of title insurance or THOMPSON should have the abstract covering the Property examined by an attorney of THOMPSON's own selection.

Effective Date

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

Counterparts

8.12 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.

EXECUTED this the ____ day of _____, 2016.

COUNTY:

Williamson County, Texas

By: 
Dan A. Gatts, County Judge

Date: 06-09-2016

Attest:

Nancy Rister, County Clerk

THOMPSON:

By: _____
Beverly Carlson Thompson

Date: _____

EXHIBIT A

QUICK INC. LAND SURVEYING

Office Address: 3305 Shell Rd. Suite 100, Georgetown, Texas 78628

Mailing Address: 4500 Williams Dr. , Suite 212, Box 228, Georgetown, Texas 78633

FIELD NOTES FOR A 0.954 ACRE TRACT OF LAND:

BEING A 0.954 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, SAID 0.954 ACRE TRACT BEING WITHIN THE REMAINING PORTION OF THAT CALLED 103.913 ACRE TRACT RECORDED IN VOLUME 2332, 141, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.954 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set in the northeast line of said 103.5913 acre tract, the southwest line of a called 82.8544 acre tract and bears S 21°30'04" E, a distance of 922.51 feet from a 1/2" iron rod located at the common corner of said tracts;

1. **Thence**, with the common line of said 103.5913 acre tract and said 82.8544 acre tract, **S 21°30'04" E**, a distance of **65.00 feet** to a 1/2" iron rod set for corner, said point bears N 21°30'04" W, a distance of 821.68 feet from a 1/2" iron rod found at the southwest corner of said 82.8544 acre tract;

Thence, across the remaining portion of said 103.5913 acre tract the following three (3) courses and distances:

2. **S 68°30'06" W**, a distance of **336.80 feet** to a 1/2" iron rod set at the beginning of a curve to the right containing a radius of 332.50 feet, a central angle of 22°57'16", a chord bearing S 79°58'44" W, a chord distance of 132.32 feet;
3. With said curve to the right a curve length of **133.21 feet** to a 1/2" iron rod set at the point of tangency;
4. **N 88°32'38" W**, a distance of **94.11 feet** to a 1/2" iron rod set at a cutback angle point of the herein described tract;
5. **S 46°27'22" W**, a distance of **70.71 feet** to a 1/2" iron rod set for the southwest corner of the herein described tract, said point bears S 01°27'22" W, a distance of 29.17' from the southeast corner of a called 3.98 acre tract, said tract being designated as a 180 feet wide public right-of-way recorded in Volume 2682, Page 193, Official Public Records, Bell County, Texas;
6. **Thence, N 01°27'22" W**, at a distance of 29.17' passing the southeast corner of said 3.98 acre tract, continuing a total distance of **165.00 feet** to a 1/2" iron rod set at the northwest corner of the herein described tract;

Thence, departing said 180' public right-of-way and continuing across said 103.5913 acre tract the following four (4) courses and distances:

7. **S 43°32'38" E**, a distance of **70.71 feet** to a 1/2" iron rod set for a cutback angle of the herein described tract;
8. **S 88°32'38" E**, a distance of **94.11 feet** to a 1/2" iron rod set at the beginning of a curve to the left containing a radius of 267.50 feet, a central angle of 22°57'16", a chord bearing N 79°58'44" E, a chord distance of 106.45 feet;
9. With said curve to the left a curve length of **107.17 feet** to a 1/2" iron rod set at the point of tangency;
10. **N 68°30'06" E**, a distance of **336.80 feet** to the **POINT OF BEGINNING** containing 0.954 acres of land.



Travis L. Quicksall Date: 04/22/2016

RPLS #6447

Job #16-2007.1