

REAL ESTATE CONTRACT
CR 258 Right of Way—Parcel 11

THIS REAL ESTATE CONTRACT ("Contract") is made by MICHAEL EDWARD MCALLISTER and CHERYL ANNETTE MCALLISTER (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 0.100 acre (4,369 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 11)**

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 or owned by the Carrington Ranch Property Owners Association, 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 (excluding the three rail vinyl fence owned by the Carrington Ranch Property Owners Association), and any damage or cost of cure for the remaining Property of Seller shall be the sum of SIXTY NINE THOUSAND NINE HUNDRED and 00/100 Dollars (\$69,900.00).

Payment of Purchase Price

2.02. 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 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 June 24th, 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 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.

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.

Limited Right of Possession Pending Closing

8.12 Upon Purchaser's delivery of the full Purchase Price funding for the Closing of the Contract to the designated title company's escrow account, and having satisfied all of its obligations and prerequisites under the Contract, Purchaser, its contractor's and agents, shall be allowed entry to and possession of the Property for the sole purpose of any required utility relocation or reconstruction activities in connection with the Purchaser's proposed CR 258 roadway construction project. To the extent allowed by law, Purchaser will indemnify, defend and hold Seller harmless against any and all claims for personal injury of third parties and damages to the Property of third parties that are caused by the Purchaser's use of the Property, provided Seller promptly notifies the Purchaser of any such claim and provides the Purchaser with the opportunity to defend against such claims. The foregoing indemnity shall not include any amounts payable as a result of the use or possession of the Property by Seller or pursuant to settlements that have not been approved in advance by the Purchaser. The Purchaser will and shall be responsible for the safety of all their employees, contractors, consultants, invitees, and agents who enter onto the Property at the direction of the Purchaser. Purchaser shall require any contractors operating on the Property to maintain commercial liability insurance at all times prior to Closing in the minimum amounts required by any Williamson County design or construction manual and policy requirements. Said access shall be from the Right of Way of County Road 258. Nothing herein grants a right of access from the remainder of parcel 11.

8.13 Save and Except the Seller does not relinquish or waive any rights to seek damages and/or other recourse against Purchaser should the use of the Property by Purchaser, its contractor's and agents during any installation or construction activity directly cause damage to Seller's remainder property;

SELLER:


Michael Edward McAllister

Address: 61 POSSUM TRAIL
LIBERTY HILL, TX 78644

Date: 5/25/2012


Cheryl Annette McAllister

Address: 71
11

Date: 5/25/16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

8.13 Save and Except the Seller does not relinquish or waive any rights to seek damages and/or other recourse against Purchaser should the use of the Property by Purchaser, its contractor's and agents during any installation or construction activity directly cause damage to Seller's remainder property;

SELLER:


Michael Edward McAllister

Address: 61 Bossard Trail
Liberty Hill, TX 78642

Date: 5/25/2016



Cheryl Annette McAllister

Address: 711
11

Date: 5/25/16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

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

Date: 06-09-2016

EXHIBIT "A"



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

**0.100 ACRE RIGHT-OF-WAY PARCEL NO. 11
MICHAEL EDWARD MCALLISTER AND CHERYL ANNETTE MCALLISTER
LOT 36 OF CARRINGTON RANCH PHASE ONE
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.100 ACRES (APPROXIMATELY 4,369 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 36, THE CARRINGTON RANCH PHASE ONE, A SUBDIVISION OF RECORD IN CABINET F, SLIDES 354-357 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO MICHAEL EDWARD MCALLISTER AND CHERYL ANNETTE MCALLISTER IN A GENERAL WARRANTY DEED DATED APRIL 22, 2014 AND RECORDED IN DOCUMENT NO. 2014029136 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.100 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the existing north right-of-way line of County Road 258 (right-of-way width varies) at the southwest corner of Lot 39 of The Carrington Ranch, Phase One, same being the southeast corner of Lot 2, Feduccia Subdivision, a subdivision of record in Document No. 2008014770 of the Official Public Records of Williamson County, Texas, also recorded under Cabinet EE, Slides 179-180 of the Plat Records of Williamson County, Texas, from which a 1/2" iron rod found bears South 21°07'21" East, a distance of 20.02 feet, also from said calculated point, a 1/2" iron rod with "Harris Grant" cap found in the existing north right-of-way line of County Road 258 at the southwest corner of Lot 3 of said Feduccia Subdivision, bears South 68°51'48" West, a distance of 59.56 feet, and also from said calculated point a 1/2" iron rod found at the northwest corner of Lot 40 of The Carrington Ranch, Phase One bears North 21°07'21" West, a distance of 573.19 feet;

THENCE North 69°15'51" East, with the existing north right-of-way line of County Road 258, being the south lines of Lots 39, 38 and 37 of The Carrington Ranch Phase One, a distance of 629.77 feet to a calculated point at the southeast corner of said Lot 37, for the southwest corner of said Lot 36, the **POINT OF BEGINNING** and the southwest

corner of the herein described tract of land;

THENCE North 20°40'10" West, with the west line of said Lot 37, being the east line of said Lot 38, a distance of 22.09 feet to a 1/2" iron rod with "Walker 5283" cap set in the proposed north right-of-way line of County Road 258 for the northwest corner of the herein described tract of land, from which a 1/2" iron rod found in the south right-of-way line of Possum Trot (50' right-of-way width) shown on The Carrington Ranch Phase One, at a common corner of said Lots 36 and 37, bears North 20°40'10" West, a distance of 217.44 feet;

THENCE North 69°23'54" East, crossing said Lot 37 with the proposed north right-of-way line of County Road 258, a distance of 199.94 feet to a 1/2" iron rod with "Walker 5283" cap set in the east line of said Lot 36, being the west line of said Lot 35 for the northeast corner of the herein described tract of land, from which a 1/2" iron rod found in the south right-of-way line of Possum Trot at a common corner of said Lots 36 and 35, bears North 20°39'13" West, a distance of 217.91 feet;

THENCE South 20°39'13" East, with the east line of said Lot 36, being the west line of said Lot 35, a distance of 21.62 feet to a 5/8" iron rod found for the southeast corner of said Lot 36, being the southwest corner of said Lot 35, for the southeast corner of the herein described tract of land;

THENCE South 69°15'51" West, with the north right-of-way line of County Road 258, being the south line of Lot 36, a distance of 199.93 feet to the to the **POINT OF BEGINNING**, containing 0.100 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 11.

CH. W. 11.26.14

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 0.100 ACRES (APPROXIMATELY 4,369 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 36, THE CARRINGTON RANCH PHASE ONE, A SUBDIVISION OF RECORD IN CABINET F, SLIDES 354-357 OF THE PLAT RECORDS OF WILLAMSON COUNTY, TEXAS, CONVEYED TO MICHAEL EDWARD MCALLISTER AND CHERYL ANNETTE MCALLISTER IN A GENERAL WARRANTY DEED DATED APRIL 22, 2014 AND RECORDED IN DOCUMENT NO. 2014029136 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON 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
△	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS
()	RECORD INFORMATION

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

COMBINED SCALE FACTOR = 0.999860020
(FOR SURFACE TO GRID CONVERSION)

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

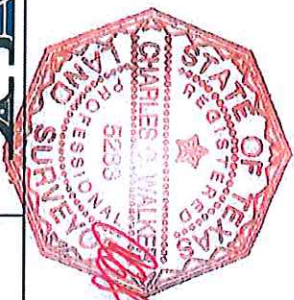
SCALED ABOUT 0.0

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.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°40'10"W	22.09'
L2	N69°23'54"E	199.94'
L3	S20°39'13"E	21.62'
L4	S69°15'51"W	199.93'
	(S71°08'09"W)	(200.00')
L5	S68°51'48"W	59.56'
	(S70°12'58"W)	(60.00')
L6	N68°51'48"E	29.78'
	(N70°12'58"E)	(30.00')
L7	N68°51'48"E	29.78'
	(N70°12'58"E)	(30.00')
L8	N69°15'51"E	66.68'
	(N71°08'09"E)	(66.56')
L9	S21°07'21"E	20.02'
	(S19°50'44"E)	(20.00')



11.26.14

WILLAMSON
COUNTY
1848

WALKER
TEXAS SURVEYORS

EXHIBIT "B"

Parcel 11

DEED

County Road 258 Right of Way

THE STATE OF TEXAS

§

§

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 MICHAEL EDWARD MCALLISTER and CHERYL ANNETTE MCALLISTER, 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 0.100 acre (approximately 4,369 Sq. Ft.) in the B. Manlove Survey, Abstract No. 417, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 11)

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 258, 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 25th day of May, 2016.

[signature pages follow]

GRANTOR:


Michael Edward McAllister


ACKNOWLEDGMENT

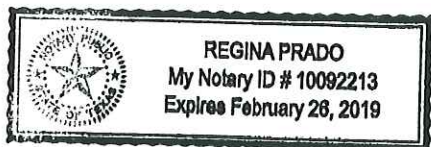
STATE OF TEXAS

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COUNTY OF Travis

This instrument was acknowledged before me on this the 25th day of May, 2016 by Michael Edward McAllister, in the capacity and for the purposes and consideration recited therein.


Notary Public, State of Texas



GRANTOR:

Cheryl Annette McAllister
Cheryl Annette McAllister

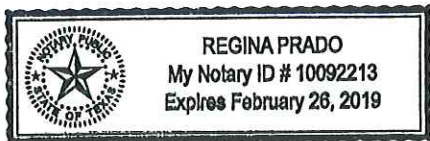
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

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This instrument was acknowledged before me on this the 25th day of May, 2016 by Cheryl Annette McAllister, in the capacity and for the purposes and consideration recited therein.



Regina Prado
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: