

## REAL ESTATE CONTRACT

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between, DELORIS J. WOLBRUECK, JAMES E. WOLBRUECK, DAVID J. WOLBRUECK, and SUSAN J. WOLBRUECK (referred to in this Contract as "Seller", whether one or more) and the CITY OF TAYLOR, TEXAS (referred to in this Contract as "Purchaser"), and WILLIAMSON COUNTY only in the capacity to approve the access herein after set out, upon the terms and conditions set forth in this Contract.

### ARTICLE I

#### PURCHASE, SALE AND RIGHT-OF-WAY DEDICATION

1.01 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:

2.225 ACRE (96,915 SQ FT) PARCEL OF LAND LOCATED IN THE W.J. BAKER SURVEY, ABSTRACT 65, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 157.70-ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO JAMES E. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST), DAVID J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST) AND SUSAN J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST), RECORDED IN DOCUMENT NUMBER 2007041942 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN FOR ALL PURPOSES;

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 and fixtures situated on and attached to the Property described in Exhibit "A", 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 described in Exhibit "A" and the acquisition of any improvements on the Property, and any damages to the remaining property of Seller shall be the sum of THIRTY NINE THOUSAND, SEVEN HUNDRED THIRTEEN and NO/100

DOLLARS (\$39,713.00). The Purchase Price shall be paid to DELORIS J. WOLBRUECK, the Life Estate Owner, which payment is approved by the remainder persons, JAMES E. WOLBRUECK, DAVID J. WOLBRUECK, and SUSAN J. WOLBRUECK.

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 that 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 AND PURCHASER**

4.01 Seller hereby represents and warrants to Purchaser, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date that there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.

4.02 Williamson County and the City of Taylor hereby represent to Seller which representation shall survive closing that Seller will be allowed one driveway access point on to the proposed PICKETT TRAIL road to be constructed at the approximate location shown in Exhibit "B" attached hereto and incorporated by reference herein for all purposes. The access point when constructed by Seller must comply with all applicable rules and regulations pertaining to such construction.

**ARTICLE V  
CLOSING**

Closing Date

5.01 The Closing shall be held at the office of Longhorn Title Company, 311 Talbot Street, Taylor, Texas, on or before June 6, 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 the Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title 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; If this sale or Purchaser's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Purchaser. Obligations imposed by this paragraph will survive closing;
- (b) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Longhorn Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple interest 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".
- (3) Deliver to Purchaser possession of the Property.

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 year of closing relating to the Property shall be paid by Purchaser. Agricultural roll-back taxes, if any, shall be paid by Purchaser as set forth in Paragraph 5.02(1)(a) above.

### 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) Title company closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party hereto respectively.

### **ARTICLE VI BREACH BY SELLER**

6.01 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; (2) request that the Escrow Deposit, if any, shall be returned by the title company to Purchaser, or (3) exercise any right and remedy allowed in law or in equity and all remedies set forth herein shall be cumulative.

### **ARTICLE VII BREACH BY PURCHASER**

7.01 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 \$1,000.00 as liquidated damages for any failure by Purchaser.

### **ARTICLE VIII MISCELLANEOUS**

#### Notice

8.01 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is hand delivered or deposited in the United States mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

Deloris J. Wolbrueck  
1400 County Road 366  
Taylor, Texas 76574

Mr. James E. Wolbrueck  
10203 Cantertrot  
Humble, Texas 77338

David J. Wolbrueck  
1210 Melbourne Lane  
Round Rock, Texas 78664

Susan J. Wolbrueck  
11 Otoe Place  
Manitou Springs, Colorado 80829

City of Taylor  
400 Porter Street  
Taylor, Texas 76574

Williamson County  
c/o County Judge Dan A. Gattis  
County Courthouse  
701 Main Street  
Georgetown, Texas 78626

#### 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 the City of Taylor, Texas and Williamson County.

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.

Condemnation

8.12 Seller and Purchaser have entered into this Contract under the threat by Purchaser of condemnation under its eminent domain authority. Purchaser has allowed Seller the opportunity to negotiate this Contract in lieu of condemnation now threatened by Purchaser.

This contract is dated this the \_\_\_\_ day of May, 2016.

**SELLER:**

Deloris J. Wolbrueck  
DELORES J. WOLBRUECK

James E. Wolbrueck  
JAMES E. WOLBRUECK

David J. Wolbrueck  
DAVID J. WOLBRUECK

\_\_\_\_\_  
SUSAN J. WOLBRUECK

**PURCHASER:**

CITY OF TAYLOR, TEXAS

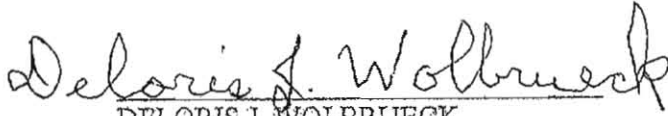
\_\_\_\_\_  
By: Issac D. Turner  
Its: City Manager

WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
DAN A. GATTIS  
County Judge

This contract is dated this the \_\_\_\_ day of May, 2016.

**SELLER:**

  
DELORES J. WOLBRUECK

  
JAMES E. WOLBRUECK

  
DAVID J. WOLBRUECK

\_\_\_\_\_  
SUSAN J. WOLBRUECK

**PURCHASER:**

CITY OF TAYLOR, TEXAS

\_\_\_\_\_  
By: Issac D. Turner  
Its: City Manager

WILLIAMSON COUNTY, TEXAS

  
DAN A. GATTIS  
County Judge



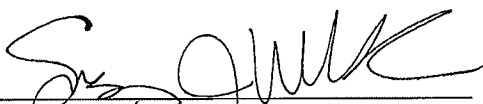
This contract is dated this the \_\_\_\_ day of May, 2016.

**SELLER:**

\_\_\_\_\_  
DELORIS J. WOLBRUECK

\_\_\_\_\_  
JAMES E. WOLBRUECK

\_\_\_\_\_  
DAVID J. WOLBRUECK

  
\_\_\_\_\_  
SUSAN J. WOLBRUECK

**PURCHASER:**

CITY OF TAYLOR, TEXAS

\_\_\_\_\_  
By: Issac D. Turner  
Its: City Manager

WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
DAN A. GATTIS  
County Judge

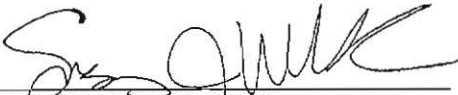
This contract is dated this the \_\_\_\_ day of May, 2016.

**SELLER:**

\_\_\_\_\_  
DELORIS J. WOLBRUECK

\_\_\_\_\_  
JAMES E. WOLBRUECK

\_\_\_\_\_  
DAVID J. WOLBRUECK

  
\_\_\_\_\_  
SUSAN J. WOLBRUECK

**PURCHASER:**

CITY OF TAYLOR, TEXAS

\_\_\_\_\_  
By: Issac D. Turner  
Its: City Manager

WILLIAMSON COUNTY, TEXAS


  
\_\_\_\_\_  
DAN A. GATTIS  
County Judge

EXHIBIT **A**

County: Williamson  
Parcel No.: 7  
Highway: Williamson County Events Center Access Road  
Limits: From: F. M. 387 (Carlos G. Parker Blvd.)  
To: F. M. 1421 (Chandler Road)

DESCRIPTION FOR PARCEL 7.

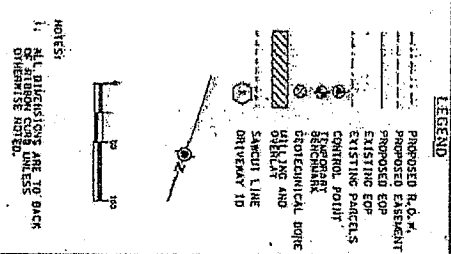
DESCRIPTION OF A 2.225 ACRE (96,915 SQ. FT.) PARCEL OF LAND, LOCATED IN THE W. J. BAKER SURVEY, ABSTRACT 85, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 157.70 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO JAMES E. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST), DAVID J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST) AND SUSAN J. WOLBRUECK (AN UNDIVIDED 1/3 INTEREST), RECORDED IN DOCUMENT NUMBER 2007041942 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 2.225 ACRE (96,915 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 286.37 feet right of Bill Pickett Trail engineers' centerline station (E.C.S.) 59+49.74, on the south line of said remainder of 157.70 acre tract, said point being the northwest corner of a called 89.79 acre tract of land, as described in a deed to Marjean Stabeno, recorded in Document No. 2002076425 O.P.R.W.C.TX., said point also being the northeast corner of a called 39.863 acre tract of land, as described in a deed to Williamson County, Texas, recorded in Document No. 2014081562, O.P.R.W.C.TX.;

THENCE S 68°18'37" W, with the common line of said remainder of 157.70 acre tract, and said 39.863 acre tract, a distance of 226.72 feet to a 1/2-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY ROW" set, 60.00 feet right of E.C.S. 59+30.32, same point being on the proposed east right-of-way line of Bill Pickett Trail, for the POINT OF BEGINNING (Grid = N:10498691.68, E:3209641.80), and the southeast corner of the parcel described herein;

1) THENCE S 68°18'37" W, departing the proposed east right-of-way line of said Bill Pickett Trail, and continuing with the common line of said remainder of 157.70 acre tract, and said 39.863 acre tract, a distance of 56.11 feet to a 3/8-inch iron rod found 4.00 feet right of E.C.S. 59+33.76 at the southwest corner of said remainder of 157.70 acre tract, said point being the northwest corner of said 39.863 acre tract, said point being the northeast corner of a called 137.566 acre tract of land, Tract Two, as described in a deed to William B. Bohls and Stephen F. Bohls, recorded in Document No. 1999080705, O.P.R.W.C.TX., said point also being the southeast corner of the remainder of a called 102.193 acre tract of land, as described to Gregory R. Brinkmeyer and Vicki Lynn Brinkmeyer, husband and wife, recorded in Document No. 2002044031, O.P.R.W.C.TX., for the southwest corner of the parcel described herein;

2) THENCE N 30°49'48" W, with the west line of said remainder of 157.70 acre tract, and the east line of said remainder of 102.193 acre tract, passing at a distance of 1104.37 feet, a 1/2-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY ROW" set, 60.00 feet left of E.C.S. 70+23.89, on the proposed west right-of-way line of said Bill Pickett Trail, and continuing with the proposed west right-of-way line of said Bill Pickett Trail for a total distance of 1290.84 feet to a 5/8-inch iron rod with aluminum cap stamped "SAM" found 138.23 feet left of E.C.S. 71+83.11, on the common line of said remainder of 157.70 acre tract, and said remainder of 102.193 acre tract, said point also being on the existing south right-of-way line of Chandler Road (variable width right-of-way) and conveyed to Williamson County, Texas, recorded in Document No. 2009053659, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

[illegible]

# EXHIBIT C

## DEED

Bill Pickett Trail 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 JAMES E. WOLBRUECK, DAVID J. WOLBRUECK, SUSAN J. WOLBRUECK and DELORIS J. WOLBRUECK, 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 the City of Taylor, 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 the CITY OF TAYLOR, 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 by metes and bounds in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.

**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 the City of Taylor, 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 Bill Pickett Trail, but shall not be used or exported from the Property for any other purpose.

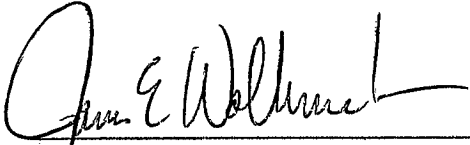
**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the City of Taylor, Texas and its assigns forever; and Grantor does hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the City of Taylor, 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 \_\_\_\_\_, 2016.

*[signature pages follow]*

GRANTOR:



James E. Wolbrueck

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

§  
§  
§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by James E. Wolbrueck, in the capacity and for the purposes and consideration recited therein.

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

GRANTOR:

David J. Wolbrueck  
David J. Wolbrueck

ACKNOWLEDGMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by David J. Wolbrueck, in the capacity and for the purposes and consideration recited therein.

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



GRANTOR:

\_\_\_\_\_  
Susan J. Wolbrueck

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by Susan J. Wolbrueck, in the capacity and for the purposes and consideration recited therein.

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

**GRANTOR:**

Deloris J. Wolbrueck  
Deloris J. Wolbrueck

**ACKNOWLEDGMENT**

STATE OF TEXAS

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§

§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2016 by Deloris J. Wolbrueck, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

Hejl & Schroeder, P.C.  
311 Talbot Street  
P.O. Box 192  
Taylor, Texas 76574

**GRANTEE'S MAILING ADDRESS:**

City of Taylor, Texas  
Attn: City Manager  
400 Porter Street  
Taylor, Texas 76574

**AFTER RECORDING RETURN TO:**

Hejl & Schroeder, P.C.  
311 Talbot Street  
P.O. Box 192  
Taylor, Texas 76574