## REAL ESTATE CONTRACT

CR 305 Right of Way—Parcel 5

THIS REAL ESTATE CONTRACT ("Contract") is made by DONALD R. HOYT and CYNTHIA HOYT (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 0.223 acre (9,709 Sq. Ft.) tract of land in the E. Davis Survey, Abstract No. 172, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel** 5)

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" shall be the sum of SIX THOUSAND SIX HUNDRED NINETY and 00/100 Dollars (\$6,690.00).
- 2.02. The Additional Compensation for any improvements on the Property, and any damage or cost of cure for the remaining property of Seller shall be the sum of TWENTY SIX THOUSAND SEVEN HUNDRED and 00/100 Dollars (\$26,700.00).

#### **Retained Items**

2.03. Seller has elected to retain the following items within the Property: Cedar Rail and Stone Colum Fencing, Entry Gate, Opener and Keypad, Asphalt Paving, and Landscaping. A Retention Value of \$83.00 shall be credited against the Purchase Price as compensation for the

right to remove and retain the items listed above, and all items shall be removed from the Property within forty five (45) days after the date of the Deed for conveyance of the Property, subject to written extensions by Purchaser.

#### Payment of Purchase Price and Additional Compensation

2.04. The Purchase Price and Additional Compensation, minus the Retention Value, 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 January 31<sup>st</sup>, 2017, 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, minus the Retention Value.

#### **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:

Donald R. Hoyt

Date: /2/06/2016

Address: 130 COURTY Rd 305 JAMEH, TX 74537

Cynthia Hoyt

Date: 12/06/2016

Address: 130 County Rd, 305 Jarrell, TX, 76537

## PURCHASER:

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis County Judge

Date: 12-15-2016

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

## EXHIBIT A

County:

Williamson

Parcel:

5

Highway:

County Road No. 305

#### PROPERTY DESCRIPTION FOR PARCEL 5

BEING A 0.223 OF ONE ACRE (9,709 SQUARE FEET) PARCEL OF LAND, SITUATED IN THE E. DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 2.512 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO CYNTHIA HOYT, RECORDED IN DOCUMENT NO. 2009044130 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.223 OF ONE ACRE (9,709 SQUARE FEET) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,283,323.37, E: 3,155,523.59) in the West line of said 2.512 acre tract, for the Northeast corner of a called 0.66 of one acre tract of land described in a General Warranty Deed to Kevin W. Cruz and wife, Bridgett L. Cruz, recorded in Document No. 2013060752 of said Official Public Records and an exterior corner of a called 24.44 acre tract of land described in a Cash Warranty Deed to Dewey R. Blackman and wife, Dorothy H. Blackman, recorded in Document No. 9924499 of the Official Records of Williamson County, Texas, also being 233.53 feet left of and at a right angle to proposed Engineer's Centerline Station 98+55.60, from which a 1/2-inch iron rebar found for an interior corner of said 24.44 acre tract and the Northwest corner of said 0.66 of one acre tract, bears South 81°08'07" West a distance of 160.30 feet;

THENCE South 00°01'28" East along said West line of the 2.512 acre tract and the East line of said 0.66 of one acre tract, a distance of 149.17 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,283,174.20, E: 3,155,523.66) of the herein described tract, also being 92.89 feet left of and at a right angle to proposed Engineer's Centerline Station 98+13.65;

THENCE over and across said 2.512 acre tract, the following two (2) courses and distances:

- 1. North 53°12'15" East a distance of 7.58 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the right; and
- 2. Northeasterly along the arc of said curve to the right having a radius of **857.00** feet, an arc length of **142.00** feet, a delta angle of **09°29'38"**, and a chord which bears **North 74°05'32" East** a distance of **141.84** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 2.512 acre tract and the West line of a called 7.60 acre tract of land described in a Cash Warranty Deed to Douglas C. Buethe and wife, Gail J. Buethe, recorded in Document No. 2001070396 of said Official Public Records, from which a 1/2-inch iron rebar found for the Northwest corner of said 7.60 acre tract and being in said East line of the 2.512 acre tract, bears North 04°09'30" West a distance of 638.99 feet:

THENCE **South 04°09'30"** East along said East line of the 2.512 acre tract and said West line of the 7.60 acre tract, a distance of **55.58** feet to a 1/2-inch iron rebar found for the Southeast corner of said 2.512 acre tract and the Southwest corner of said 7.60 acre tract, also being in the existing Northwesterly right-of-way line of County Road No. 305 (a variable width right-of-way), from which a 1/2-inch iron rebar found for the Southeast corner of said 7.60 acre tract, also being at the intersection of said existing Northwesterly right-of-way line of County Road No. 305 with the existing Westerly right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), bears North 68°34'23" East a distance of 576.39 feet;

THENCE **South 68°03'19"** West along the South line of said 2.512 acre tract and said existing Northwesterly right-of-way line of County Road No. 305, a distance of **157.92** feet to a 1/2-inch iron rebar found for the Southwest corner of said 2.512 acre tract and the Southeast corner of said 0.66 of one acre tract, from which a 1/2-inch iron rebar found for the Southwest corner of said 0.66 of one acre tract and the Southeast corner of said 24.44 acre tract, also being in said existing Northwesterly right-of-way line of County Road No. 305, bears South 69°27'41" West a distance of 92.85 feet;

THENCE **North 00°01'28"** West departing said existing Northwesterly right-of-way line of County Road No. 305, along said West line of the 2.512 acre tract and said East line of the 0.66 of one acre tract, a distance of **71.03** feet to the **POINT OF BEGINNING** and containing 0.223 of one acre (9,709 Square Feet) of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All coordinates and distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00015.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 4, 2016.

T S 1

Travis S. Tabor, RPLS No. 6428

Steger & Bizzell Engineering, Inc. 1978 South Austin Avenue

Georgetown, Texas 78626

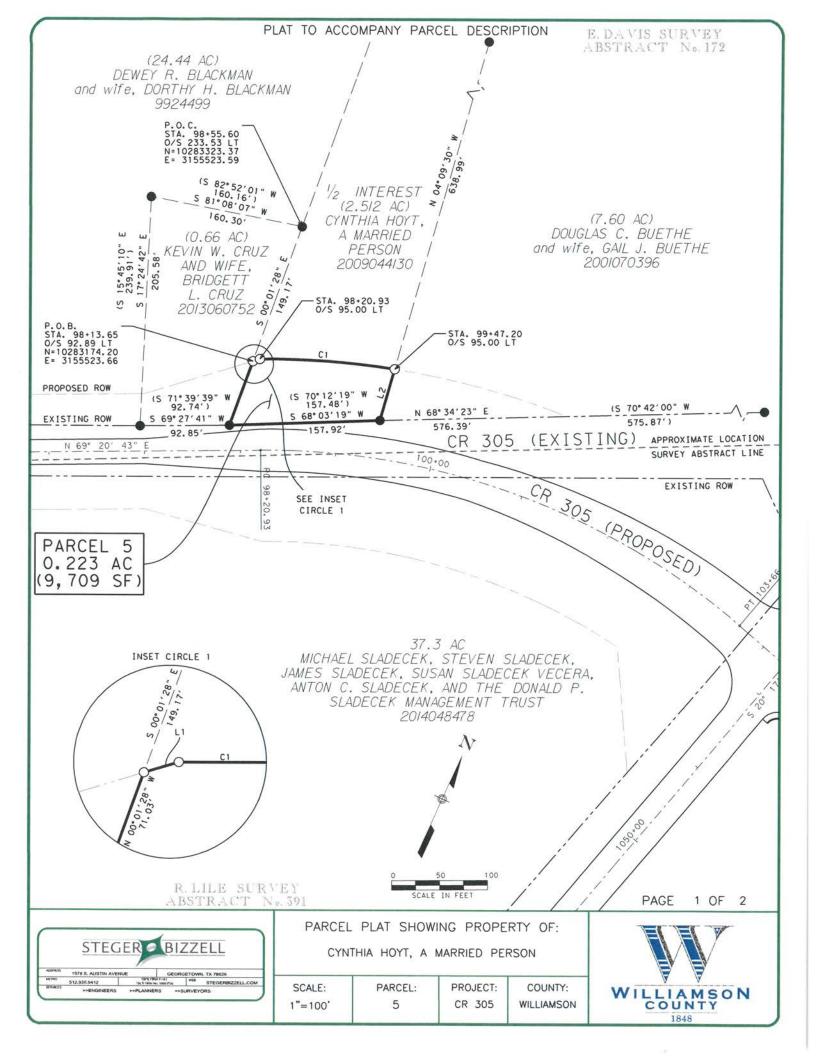
(512) 930-9412

TBPLS Firm No. 10003700

P:\22000-22999\22310 Wilco CR305\Survey Data\Descriptions\22310-CR305\_Parcel 5-M&B.doc

STEGER BIZZELL

1978 S. Austin Ave Georgetown, TX 78626



## LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- O 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- CENTER LINE
- ( ) RECORD INFORMATION

	C1	857.00		N 74'05'32" E		
ı	CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA

CODE

L1

L2

BEARING

S 04'09'30" E

N 53'12'15"

DISTANCE

7.58

55.58

P.O.C. POINT OF COMMENCING

P.O.B. POINT OF BEGINNING

─ LINE BREAK

X FENCE CORNER

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00015.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY, VOL. 297, PG. 606

2. TEXAS POWER & LIGHT COMPANY, VOL. 413, PG. 81

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 4, 2016.

TRAVIS S. TABOR

REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS - NO. 6428

PAGE 2 OF 2

STEGER BIZZELL

NORM 1978 S. AUSTIN AVENUE THE GEORGETOWN, TX 78826

1978 S. 512,390,9412 THE THE GEORGETOWN, TX 78826

SHOCKE STANDARD THE GEORGETOWN TO THE THE

PARCEL PLAT SHOWING PROPERTY OF:

09/01/2016

CYNTHIA HOYT, A MARRIED PERSON

SCALE: 1"=100' PARCEL:

PROJECT: CR 305 COUNTY: WILLIAMSON

EGISTEAN

TRAVIS S. TABOR

SURVEY OR



## **EXHIBIT** "B"

Parcel 5

#### **DEED**

County Road 305 Right of Way

THE STATE OF TEXAS \$

COUNTY OF WILLIAMSON \$

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DONALD HOYT and CYNTHIA HOYT, 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 0.223 acre (9,709 Sq. Ft.) in the E. Davis Survey, Abstract No. 172, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**)

**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 ("the Retained Improvements"): Cedar Rail and Stone Colum Fencing, Entry Gate, Opener and Keypad, Asphalt Paving, and Landscaping.

Grantor covenants and agrees to remove the Retained Improvements on or before the expiration of forty five (45) days after the date of this Deed, subject to such extensions of time as may be allowed by Grantee in writing. In the event Grantor fails to remove the Retained Improvements within the time prescribed, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

#### 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 305, 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 \_\_\_\_\_\_, 2017.

[signature pages follow]

GRANTOR:	
Donald Hoyt	
	ACKNOWLEDGMENT
STATE OF TEXAS	<b>§</b>
COUNTY OF WILLIAMSON	\$ \$ \$
	wledged before me on this the day of
2017 by Donald Hoyt, in the capac	city and for the purposes and consideration recited therein.
	Notary Public, State of Texas

GRANTOR:	
Cynthia Hoyt	<del>-</del>
	ACKNOWLEDGMENT
STATE OF TEXAS	§
COUNTY OF WILLIAMSON	§ § §
	wledged before me on this the day of, acity and for the purposes and consideration recited therein.
	Notary Public, State of Texas
PREPARED IN THE OFFICE O	OF:
	Sheets & Crossfield, P.C. 309 East Main
	Round Rock, Texas 78664
GRANTEE'S MAILING ADDRES	Williamson County, Texas Attn: County Judge 710 Main Street, Suite 101 Georgetown, Texas 78626

## AFTER RECORDING RETURN TO: