

REAL ESTATE CONTRACT
CR 305 Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by KEVIN ANDREWS f/k/a Kevin W. Cruz (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 0.114 acre (approximately 4,956 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 4**)

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

2.01. The Purchase Price for the Property, any improvements thereon, and any damage or cost of cure for the remaining Property of Seller shall be the sum of SIX THOUSAND THREE HUNDRED THIRTY and 00/100 Dollars (\$6,330.00).

Payment of Purchase Price

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

Special Provisions

2.03. As an obligation and agreement which shall survive the Closing of this transaction, Seller and Purchaser agree that if any portion of the existing On Site Sewage Facility ("OSSF") drain line improvements are found to be located within the Property and are disturbed or damaged by Purchaser, its contractors, agents or assigns, that Purchaser shall, at the direction of Seller, either reimburse the Seller or pay a third party contractor directly for the reasonable market value cost of any reconfigurations which are determined by Purchaser or other OSSF licensing or permitting entity to be necessary in order to allow continued compliance of the existing system with any applicable rules or regulations governing the operation of such facilities, and additionally including the cost any landscaping or related repairs to return the surface of the affected area as closely as possible to the condition which existed prior to the reconfiguration.

Seller, its successors or assigns shall not be required to obtain any new permit for continued operation of the existing OSSF system as a result of such disturbance or reconfiguration described herein, or shall otherwise be provided with an updated or revised permit for the continued operation of the existing system at no cost to Seller. Any reconfiguration costs required under this section shall be paid to Seller or to the third party contractor, as directed by Seller, within thirty (30) days after receipt of written invoices for the reasonable reconfigurations and related costs as described herein.

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 March 31, 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.

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.

SELLER:



Kevin Andrews
f/k/a Kevin W. Cruz

Address: 150 CR 305

Jannett, TX 76537

Date: 8 Feb 17

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis
County Judge

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

Date: 02-15-2017

EXHIBIT A

County: Williamson
Parcel: 4
Highway: County Road No. 305

PROPERTY DESCRIPTION FOR PARCEL 4

BEING A 0.114 OF ONE ACRE (4,956 SQUARE FEET) PARCEL OF LAND, SITUATED IN THE E. DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION 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 THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.114 OF ONE ACRE (4,956 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: 10,283,298.67, E: 3,155,365.21) for the Northwest corner of said 0.66 of one acre tract and an interior 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 265.25 feet left of and at a right angle to proposed Engineer's Centerline Station 97+09.30, from which a 1/2-inch iron rebar found for an exterior corner of said 24.44 acre tract and the Northeast corner of said 0.66 of one acre tract, also being in the West line of a called 2.512 acre tract of land described in a Warranty Deed to Cynthia Hoyt, recorded in Document No. 2009044130 of said Official Public Records, bears North 81°08'07" East a distance of 160.30 feet;

THENCE South 17°24'42" East along the East line of said 24.44 acre tract and the West line of said 0.66 of one acre tract, a distance of 205.58 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,283,102.50, E: 3,155,426.73) of the herein described tract, also being 60.00 feet left of and at a right angle to proposed Engineer's Centerline Station 96+97.67;

THENCE over and across said 0.66 of one acre tract, the following two (2) courses and distances:

1. **North 69°20'43" East** a distance of **2.33** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set; and
2. **North 53°12'15" East** a distance of **118.32** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 0.66 of one acre tract and said West line of the 2.512 acre tract, from which a 1/2-inch iron rebar found for the Northeast corner of said 0.66 of one acre tract and an exterior corner of said 24.44 acre tract, also being in said West line of the 2.512 acre tract, bears North 00°01'28" West a distance of 149.17 feet;

THENCE **South 00°01'28" East** along said East line of the 0.66 of one acre tract and said West line of the 2.512 acre tract, a distance of **71.03** feet to a 1/2-inch iron rebar found for the Southeast corner of said 0.66 of one acre tract and the Southwest corner of said 2.512 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 2.512 acre tract and the Southwest corner 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, also being in said existing Northwesterly right-of-way line of County Road No. 305, bears North 68°03'19" East a distance of 157.92 feet;

THENCE **South 69°27'41" West** along the South line of said 0.66 of one acre tract and said existing Northwesterly right-of-way line of County Road No. 305, a distance of **92.85** feet to 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, from which a 1/2-inch iron rebar found for the Southwest corner of said 24.44 acre tract, being in said existing Northwesterly right-of-way line of County Road No. 305, bears South 70°11'37" West a distance of 668.30 feet;

THENCE **North 17°24'42" West** departing said existing Northwesterly right-of-way line of County Road No. 305, along the West line of said 0.66 of one acre tract and said East line of the 24.44 acre tract, a distance of **33.45** feet to the **POINT OF BEGINNING** and containing 0.114 of one acre (4,956 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.

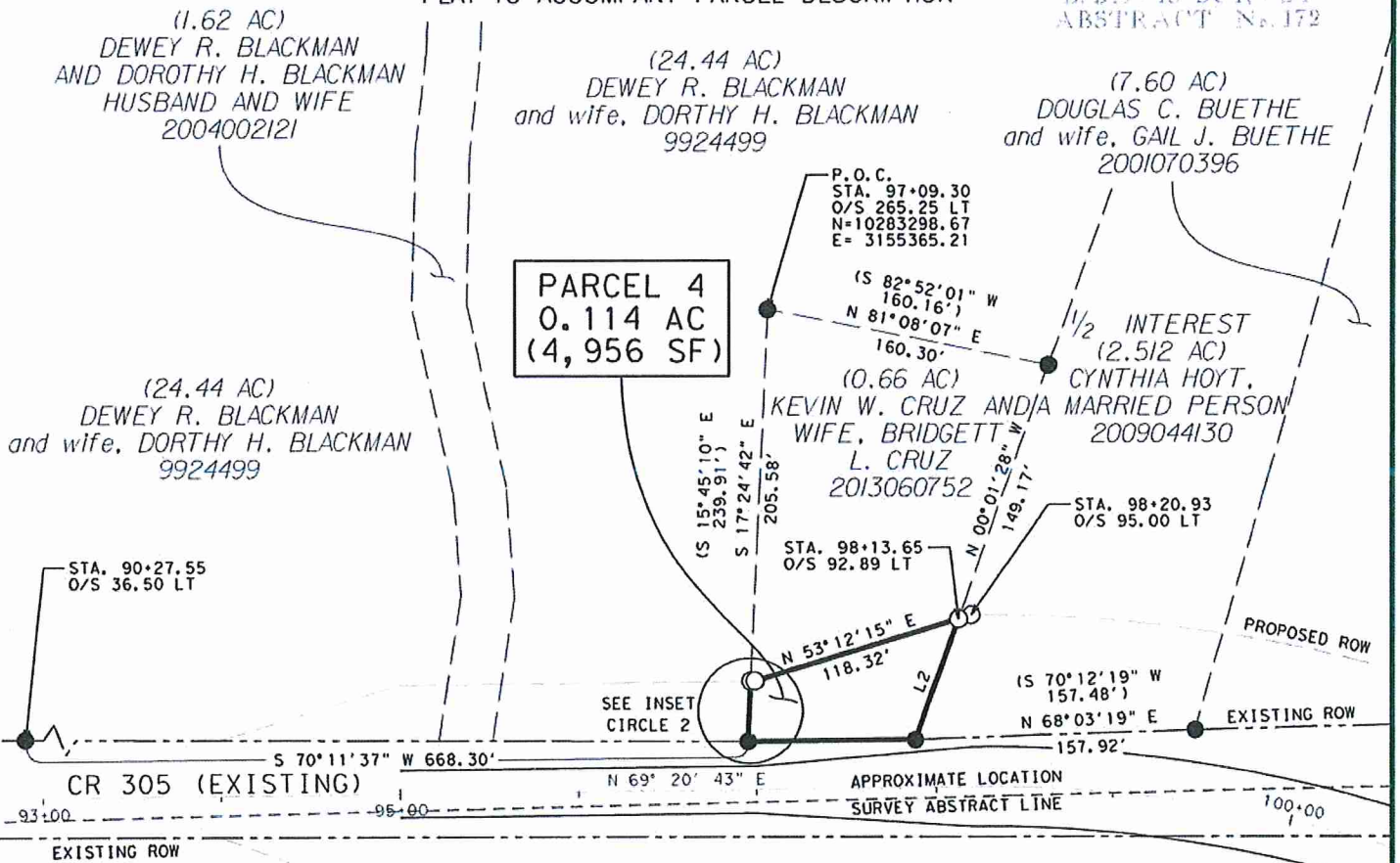
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 4, 2016.



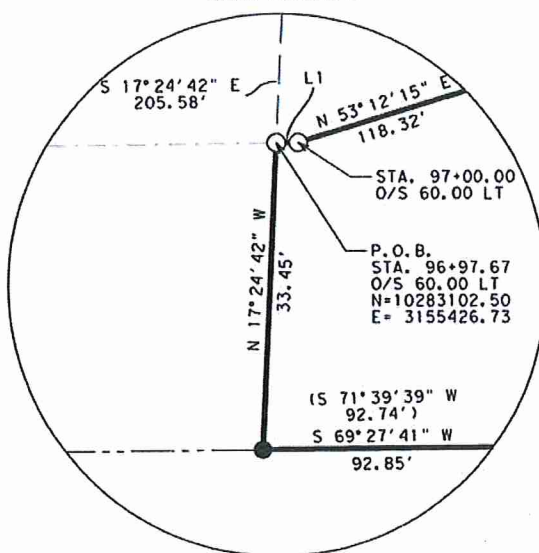
 09/01/2016
Travis S. Tabor, RPLS No. 6428
Steger & Bizzell Engineering, Inc.
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

PLAT TO ACCOMPANY PARCEL DESCRIPTION

E. DAVIS SURVEY
ABSTRACT No. 172



INSET CIRCLE 2



37.3 AC
MICHAEL SLADECEK, STEVEN SLADECEK,
JAMES SLADECEK, SUSAN SLADECEK VECERA,
ANTON C. SLADECEK, AND THE DONALD P.
SLADECEK MANAGEMENT TRUST
2014048478



R. LILE SURVEY
ABSTRACT No. 391

PAGE 1 OF 2

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

KEVIN W. CRUZ AND WIFE, BRIDGETT L. CRUZ

SCALE:
1"=100'

PARCEL:
4

PROJECT:
CR 305

COUNTY:
WILLIAMSON



LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ MAG NAIL FOUND UNLESS NOTED
- ℄ CENTER LINE
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	N 69°20'43" E	2.33'
L2	S 00°01'28" E	71.03'

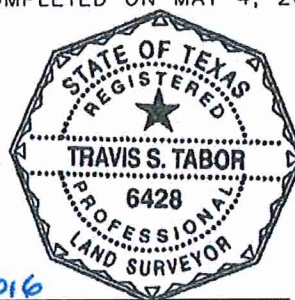
THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

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
3. TEXAS POWER & LIGHT COMPANY, VOL. 1126, PG. 346

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.



09/01/2016

TRAVIS S. TABOR
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS - NO. 6428

PAGE 2 OF 2



PARCEL PLAT SHOWING PROPERTY OF:
KEVIN W. CRUZ AND WIFE, BRIDGETT L. CRUZ

SCALE:
1"=100'

PARCEL:
4

PROJECT:
CR 305

COUNTY:
WILLIAMSON



EXHIBIT "B"

Parcel 4

DEED County Road 305 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 INSTRUMENT BEFORE IT IS FILED FOR RECORD: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That KEVIN ANDREWS f/k/a Kevin W. Cruz, a single person, 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 0.114 acre (4,956 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 4)

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 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 8th day of February, 2017.

GRANTOR:

A handwritten signature in blue ink, appearing to read 'Kevin Andrews', is written over a horizontal line.

Kevin Andrews
f/k/a Kevin W. Cruz

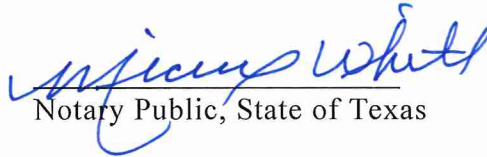
ACKNOWLEDGMENT

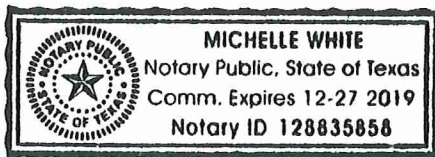
STATE OF TEXAS

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§
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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 8th day of February, 2017 by Kevin Andrews f/k/a Kevin W. Cruz, in the capacity and for the purposes and consideration recited therein.


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: