

REAL ESTATE CONTRACT
SH 29 @ DB Wood Rd. – Parcel 3

THIS REAL ESTATE CONTRACT ("Contract") is made by **RICKEY LANE PETERSON and SHAWNA LOUISE PETERSON** (collectively 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 0.296 acre (12,878 SF) of land in the Joseph Pulsifer Survey, Abstract No. 498, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**);

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 to the remaining property of Seller as a result of this transaction, shall be the sum of NINETY-EIGHT THOUSAND THREE HUNDRED NINETY and 00/100 Dollars (\$98,390.00).

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 Community National Title Company ("Title Company") on or before January 15, 2018, 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.

(3) 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, and any previous years not fully paid, 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:


Rickey Lane Peterson

Date: 11/30/2017

Address: 1370 WEST UNIVERSITY AVE
GEORGETOWN, TEXAS 78628


Shawna Louise Peterson

Date: 11-29-17

Address: 1370 W. UNIVERSITY AVE
GEORGETOWN TX 78628

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

Date: 12-15-2017

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

SELLER:


Rickey Lane Peterson

Date: 11/30/2017

Address: 1370 WEST UNIVERSITY AVE
GEORGETOWN, TEXAS 78628

Shawna Louise Peterson
Shawna Louise Peterson

Date: 11-29-17

Address: 1370 W. UNIVERSITY AVE
GEORGETOWN TX 78628

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

COUNTY: Williamson
PARCEL No.: 3
HIGHWAY: State Highway No. 29
LIMITS: From: River Chase Boulevard
To: Legend Oaks Drive
CSJ: N/A

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 0.296 ACRE (12,878 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE JOSEPH PULSIFER SURVEY, ABSTRACT NUMBER 498, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT IDENTIFIED AS TRACT II, 2.0 ACRES DESCRIBED IN DEED UNTO RICKY LANE PATTERSON, RECORDED AS DOCUMENT NUMBER 98004192 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), THE SAID 0.296 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1 inch iron pipe next to a fence corner found for the monument described as the southwest corner of said 2.0 acre tract, same being the southeast corner of Lot 1, Block 2, Wood Ranch Section Five, a subdivision recorded in Cabinet K, slide 269 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), same being Document Number 9330164 O.P.R.W.C.T., same being on or near the common line between said Joseph Pulsifer Survey and the Isaac Donagan Survey, Abstract Number 178, and said 1 inch iron pipe found being near the existing north right-of-way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW);

THENCE, North 25°02'36" West, a distance of 1.51 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set in the existing north right-of-way line of said Texas State Highway No. 29, said point being the southwest corner of, and the **POINT OF BEGINNING** of the tract described herein;

THENCE, North 24°05'55" West, leaving the existing north line of Texas State Highway No. 29, going along the common line between said 2.0 acre tract and said Lot 1, Block 2, and on said common Survey line, a distance of 35.53 feet 5/8-inch iron rod with an aluminum TxDOT ROW cap set for intersection with the Proposed north ROW line of said Texas State Highway No. 29, 83.00 feet left of station 132+59.13;** N= 10204690.89 E=3122144.10

THENCE, North 87°39'01" East, leaving said common line between the said 2.0 acre tract and said Lot 1, Block 2, crossing said 2.0 acre tract, along said Proposed north ROW line of Texas State Highway No. 29, a distance of 391.04 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for the intersection of the west line of a tract

described as 10.008 acres in a deed unto NSJS, Ltd., Document Number 199984627, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.);**

THENCE, South 21°40'42" East, leaving said proposed north ROW line of Texas State Highway No. 29, along the common line between said 2.0 acre tract and said 10.008 acre tract, a distance of 34.97 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with the said existing north right-of-way line of Texas State Highway No. 29, said point being the southeast corner of the tract described herein; from which, a 1/2 inch iron rod found, bears South 21°40'42" East, a distance of 1.38 feet;

THENCE, South 87°39'01" West, along the existing north right-of-way line of said Texas State Highway No. 29, same being the south line of the said 2.0 acre tract, a distance of 389.45 feet to the **POINT OF BEGINNING**, containing 0.296 acre (12,878 square feet) of land area, more or less.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II ROW Marker upon the completion of the highway construction project under the supervision of a RPLS, either employed or retained by TxDOT.

This description is accompanied by a separate exhibit.

All Bearings are based on The City of George Town Control Network established in 1996, Texas Coordinate System of 1983 (1993 Adj.) HARN, Texas Central Zone. Combined Surface Adjustment factor 1.00009768. All coordinates are surface adjusted.

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS §
COUNTY OF TRAVIS §

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS __th DAY OF _____, 2017

PRELIMINARY, This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey.

LYNN R. SAVORY, R.P.L.S.
STATE OF TEXAS NO. 4598
Unintech Consulting Engineers
505 E. Huntland Drive, Suite 335
Austin, Texas 78752



WCAD ID NO. R307296
RICKEY LANE PETERSON
DOC. NO. 98004192

PARCEL 3

PARENT TRACT INSET
N.T.S.

30' WATER LINE ESMI.
CITY OF ROUND ROCK
VOL. 844, PG. 169
D.R.W.C.T.

STA 132+59.13
N= 10204690.89
E= 3122144.10
OFFSET 83' LT

LOT 1, BLOCK 2
WOOD RANCH
SECTION FIVE
DOC. NO. 9330164
O.P.R.W.C.T.
CABINET K, SLIDE 269
P.R.W.C.T.

WCAD ID NO. R307296
RICKEY LANE PETERSON
DOC. NO. 98004192

N87°39'01"E

391.04'

PARCEL 3 0.296 ACRE 12,878 SQ. FT.

S87°39'01"W

389.45'

EXISTING R.O.W.

TEXAS STATE HIGHWAY NO. 29
(100' R.O.W.)

JOSEPH P. PULSIFER SURVEY
ABSTRACT NUMBER 498
ISAAC DONAGAN SURVEY
ABSTRACT NUMBER 178

SEE DETAIL 1

P.O.B.
P.O.C.

135+00

SEE DETAIL 2

STA 136+55.43
N= 10204692.15
E= 3122540.686
OFFSET 68' LT

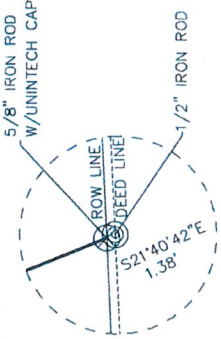
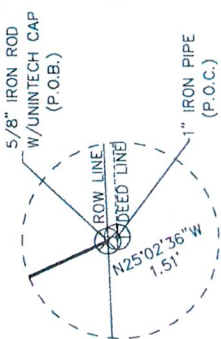
PROPOSED R.O.W.

STA 136+50.17
N= 10204706.92
E= 3122534.814
OFFSET 83' LT

DETAIL 1
N.T.S.

DETAIL 2
N.T.S.

WCAD ID NO. R382109
NSJS LTD.
10.008 ACRES
DOC. NO. 199984627
O.P.R.W.C.T.



BASIS OF BEARING:
ALL BEARINGS ARE BASED ON THE CITY OF
GEORGETOWN CONTROL NETWORK ESTABLISHED
IN 1996, TEXAS COORDINATE SYSTEM OF 1983
(1993 ADJ.) HARN, CENTRAL ZONE. COMBINED
SURFACE ADJUSTMENT FACTOR 1.00009768. ALL
COORDINATES ARE SURFACE ADJUSTED.

SKETCH TO ACCOMPANY
FIELD NOTES

PAGE 4 OF 4 PAGES



LEGEND

PRVCT	PLAT RECORDS	WILLIAMSON COUNTY TX.	TXDOT TYPE I MONUMENT
OPRVCT	OFFICIAL PUBLIC RECORDS	WILLIAMSON COUNTY TX.	IRON PIPE FOUND
BRVCT	DEED RECORDS	WILLIAMSON COUNTY TX.	1/2" IRON ROD FOUND
WCAD	WILLIAMSON COUNTY APPRAISAL DISTRICT	WILLIAMSON COUNTY TX.	5/8" IRON ROD W/ UCE CAP
P.D.B.	POINT OF BEGINNING	WILLIAMSON COUNTY TX.	5/8" IRON ROD W/ UCE CAP
P.O.C.	POINT OF COMMENCEMENT	WILLIAMSON COUNTY TX.	TXDOT CAP
			PROPERTY LINE
			WIRE FENCE
			PARCEL PROPERTY LINE
			EASEMENT LINE
			SURVEY LINE

DATE: 4-7-17
PARCEL 3
S.H. 29
WILLIAMSON COUNTY
TEXAS

UNITECH CONSULTING ENGINEERS, INC.
2515 E. HUNTLAND DRIVE, SUITE 305
AUSTIN, TEXAS 78742
PHONE: (512) 798-4727
FAX: (512) 641-8279
WWW.UNITECH.COM

APPEARANT: AC 2.00
TAKING: AC 0.296
REMAINDER: AC 1.704

TEXAS DEPARTMENT OF TRANSPORTATION
© 2016

EXHIBIT "B"

Parcel 3

DEED SH29/DB Wood 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 IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That RICKEY LANE PETERSON and SHAWNA LOUISE PETERSON, 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 0.296 acre (12,878 Sq. Ft.) tract of land in the Joseph Pulsifer Survey, Abstract No. 498, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**).

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 the State of 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 SH29/DB Wood.

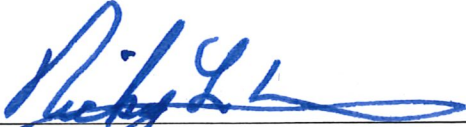
TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors 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 30 day of Nov, 2017.

[signature page follows]

GRANTOR:



Rickey Lane Peterson

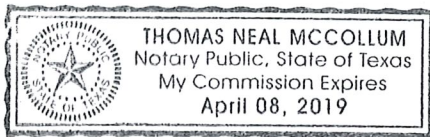
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 30 day of Nov, 201 7 by Rickey Lane Peterson, in the capacity and for the purposes and consideration recited therein.



Notary Public, State of Texas

GRANTOR:

Shawna Louise Peterson

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
201____ by Shawna Louise Peterson, 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 Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: