

REAL ESTATE CONTRACT
CR 176 Right of Way—Parcel 11

THIS REAL ESTATE CONTRACT ("Contract") is made by JOHN B. GORDON and CRUZITA R. GORDON (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 0.289 acre (12,575 Sq. Ft.) tract of land in the James B. Allen Survey, Abstract No. 36 and the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "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 described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of TWENTY-THREE THOUSAND ONE HUNDRED SEVENTY-SEVEN and 00/100 Dollars (~~\$23,177.00~~). 11/11

JB 20,177
CKL

Payment of Purchase Price

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

JB 2.03. County shall construct TxDOT specification barbed
wire fence on new right of way line prior to removal of
old fence. JB

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 Independence Title Company on or before November 1, 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.

(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

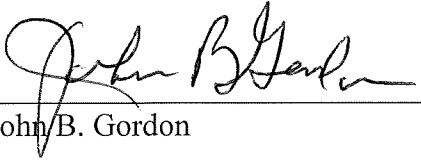
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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.

[signature page follows]

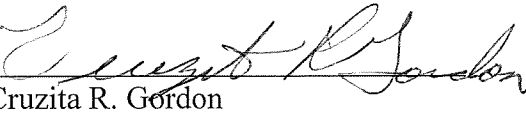
SELLER:



John B. Gordon

Address: 901 CR 176
GREENSTOWN, TX 78648
BROWN

Date: 28 Sep 18



Cruzita R. Gordon

Address: _____

Date: 9.13.18

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
~~Dan A. Gattis~~ Valerie Covey
County Judge Presiding Officer

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

Date: 10/9/18

EXHIBIT **A**

County: Williamson
Parcel: 11
Highway:County Road 176

FIELD NOTES
FOR

A 0.289 ACRE, OR 12,575 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE WHITETAIL SUBDIVISION RECORDED IN CABINET C, SLIDES 117-122 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO JOHN B. GORDON AND CRUZITA R. GORDON IN WARRANTY DEED RECORDED IN VOLUME 1907, PAGES 170-171 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JAMES B. ALLEN SURVEY, ABSTRACT NO. 36 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 0.289 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

COMMENCING at a ½" iron rod found, on the east right-of-way line of County Road 176, a variable width right-of-way, the southeast corner of Lot 19 of the Whitetail Subdivision recorded in Cabinet C, Slides 117-122 of the Plat Records of Williamson County, Texas;

THENCE N 20°42'11" W, with the east right-of-way line of County Road 176, same being the west line of said Whitetail Subdivision and the west line of the Final Plat of a Resubdivision of Lot 18, Whitetail Subdivision recorded in Cabinet FF, Slide 108 of the Plat Records of Williamson County, Texas, a distance of **1591.10 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, (Grid Coordinates determined as N=10189003.14, E=3101968.94), the **POINT OF BEGINNING** of the herein described tract;

THENCE N 20°42'11" W, continuing with the east right-of-way line of said County Road 176, same being the west line of said Whitetail Subdivision and the aforementioned Lot 1, a distance of **374.34 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, an angle point in the southeast cutback for said County Road 176, same being a northwest corner of said Lot 1;

THENCE with said cutback, same being the north line of said Lot 1, the following two (2) courses and distances:

1. **N 17°09'49" E**, a distance of **39.43 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, and

2. **N 57°09'49" E**, a distance of **61.70 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set;

THENCE N 69°01'49" E, continuing with the north line of said Lot 1, same being the south right-of-way line of said County Road 176, a distance of **12.43 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of non-tangent curvature;

THENCE departing the south right-of-way line of said County Road 176, through the interior of said Lot 1, with said non-tangent curve to the left having a radius of **1011.00 feet**, a central angle of **24°31'54"**, a chord bearing and distance of **S 07°39'33" E, 429.57 feet**, an arc length of **432.87 feet** to the **POINT OF BEGINNING** and containing 0.289 of an Acre in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.

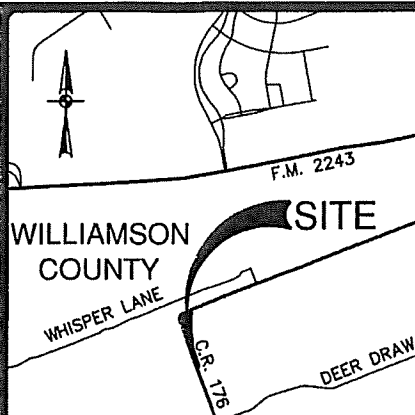
DATE: May 3, 2017

JOB No.: 59006-16

DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\GORDON-0.289Acre.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



LOCATION MAP

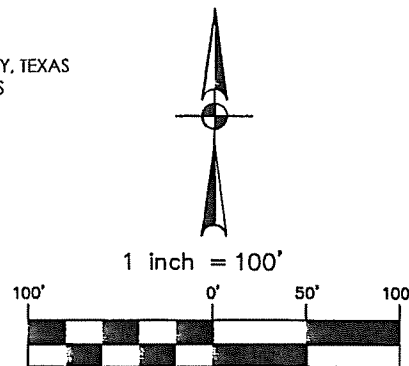
NOT-TO-SCALE

LEGEND:

D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. FOUND
I.R. IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



OWNER: MMA RANCH LIMITED
PARTNERSHIP
A CALLED 223.444 ACRE
TRACT
DOC. NO. 2011065654
(O.P.R.)

JOHN T. CHURCH
SURVEY
ABSTRACT NO. 140

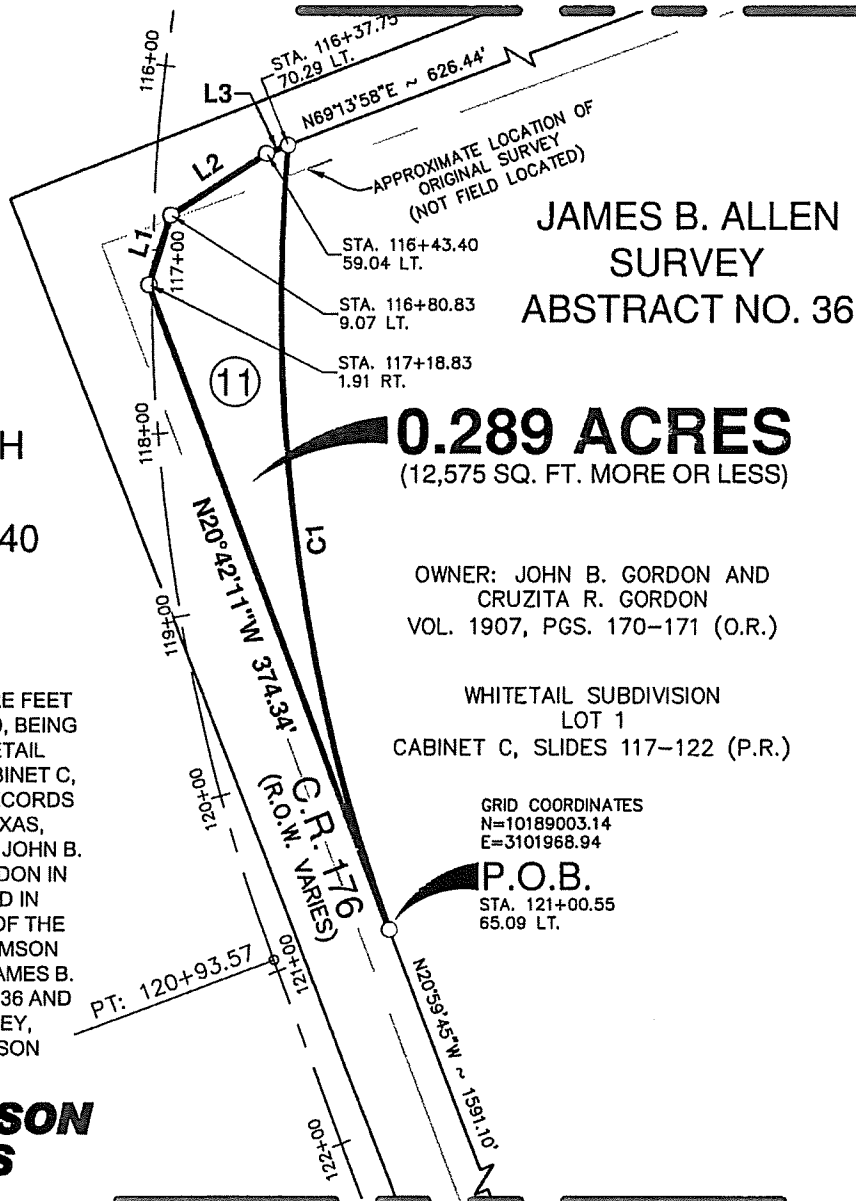
EXHIBIT
OF

A 0.289 ACRE, OR 12,575 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE WHITETAIL SUBDIVISION RECORDED IN CABINET C, SLIDES 117-122 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO JOHN B. GORDON AND CRUZITA R. GORDON IN WARRANTY DEED RECORDED IN VOLUME 1907, PAGES 170-171 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JAMES B. ALLEN SURVEY, ABSTRACT NO. 36 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBP E FIRM REGISTRATION #470 | TBP L S FIRM REGISTRATION #10028801

MATCHLINE "B" SEE SHEET 2 OF 2



OWNER: JOHN B. GORDON AND
CRUZITA R. GORDON
VOL. 1907, PGS. 170-171 (O.R.)

WHITETAIL SUBDIVISION
LOT 1
CABINET C, SLIDES 117-122 (P.R.)

GRID COORDINATES
N=10189003.14
E=3101968.94

P.O.B.
STA. 121+00.55
65.09 LT.

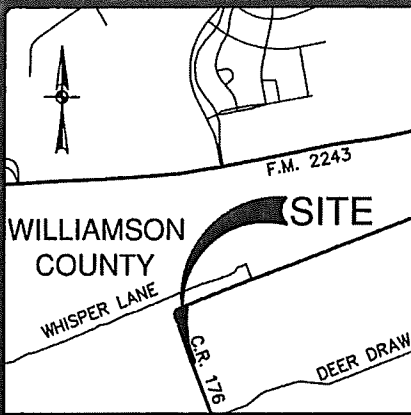
MATCHLINE "A" SEE SHEET 2 OF 2

SHEET 3 OF 4

APRIL 27, 2017

JOB No.:

59006-16



LOCATION MAP

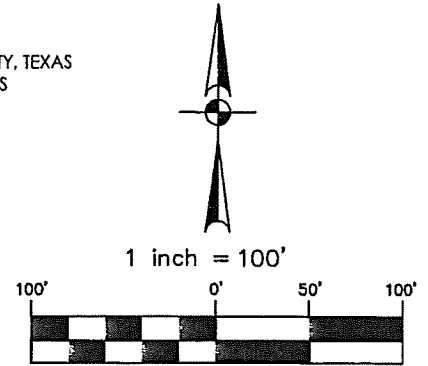
NOT-TO-SCALE

LEGEND:

D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
FD. FOUND
I.R. IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



MATCHLINE "B" SEE SHEET 1 OF 2

C.R. 176 FD. 1/2" I.R.
(R.O.W. VARIES)
N69°13'58"E ~ 626.44'
WHITETAIL SUBDIVISION
LOT 2B
CABINET F, SLIDE
374 (P.R.)

WHITETAIL SUBDIVISION
LOT 3
CABINET C, SLIDES
117-122 (P.R.)

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1011.00'	24°31'54"	S07°39'33"E	429.57'	432.87'

LINE TABLE

LINE	BEARING	LENGTH
L1	N17°09'49"E	39.43'
L2	N57°09'49"E	61.70'
L3	N69°01'49"E	12.43'

EXHIBIT
OF

A 0.289 ACRE, OR 12,575 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF LOT 1, OF THE WHITETAIL SUBDIVISION RECORDED IN CABINET C, SLIDES 117-122 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO JOHN B. GORDON AND CRUZITA R. GORDON IN WARRANTY DEED RECORDED IN VOLUME 1907, PAGES 170-171 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE JAMES B. ALLEN SURVEY, ABSTRACT NO. 36 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

PAPE-DAWSON
ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

MATCHLINE "A" SEE SHEET 1 OF 2

WHITETAIL SUBDIVISION
LOT 19
CABINET C, SLIDES
117-122 (P.R.)
FD. 1/2" I.R.
P.O.C.
C.R. 176 (R.O.W. VARIES)
N20°59'45"W ~ 1591.10'

EXHIBIT "B"

Parcel 11

DEED CR 176 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 JOHN B. GORDON and CRUZITA R. GORDON, 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 0.289 acre (12,575 Sq. Ft.) tract of land in the James B. Allen Survey, Abstract No. 36 and the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 11)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR176.

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 _____, 2018.

[signature page follows]

GRANTOR:

John B. Gordon

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF

2

20

This instrument was acknowledged before me on this the ____ day of _____, 2017 by John B. Gordon, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Cruzita R. Gordon

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Cruzita R. Gordon, 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: