

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 31

THIS REAL ESTATE CONTRACT ("Contract") is made by the MARTA C. AVERY EXEMPT TRUST (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 0.334 acre (14,528 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31**);

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 interests described in Exhibit "A", and compensation for any damage to the remaining property of Seller not acquired herein, shall be the sum of TWENTY-TWO THOUSAND and 00/100 Dollars (\$22,000.00).

2.01.1. As additional compensation for any improvements on the Property, and for the replacement of fencing on the remainder property Purchaser shall pay the amount of THREE THOUSAND TWO HUNDRED FORTY-NINE and 00/100 Dollars (\$3,249.00).

Payment of Purchase Price and Additional Compensation

2.02. The cash portion of the Purchase Price and Additional Compensation shall be payable 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. By execution of this Contract the parties acknowledge that there is an existing unrecorded agricultural lease impacting all or parts of the Property to be conveyed herein, and the parties agree that as an obligation which shall survive the Closing they shall use best efforts to modify the existing lease to exclude or otherwise partially release the existing lease with regard to the Property;

(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 Georgetown Title Company on or before December 15, 2019, 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 monetary liens and other 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 shown on Schedule B. of the Title Commitment for the Property which are not objected to by Purchaser.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance, at no cost to Seller, which will allow Purchaser to obtain 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.

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 party incurring same 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 pages follow]

SELLER:

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery
Marta C. Avery, Trustee

Date: 11/25/19

Address: 800 J Street # 304
Sacramento, CA 95814

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr.
County Judge

Date: 12/10/19

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

EXHIBIT A

County: Williamson
Parcel: 31
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 31

BEING 0.334 of an acre (14,528 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 69.55 acres, as conveyed to Charles N. Avery, III, Trustee, by deed recorded as Document No. 2006032116 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin found (Surface Coordinates determined as N=10196987.45, E=3154024.29) on the south line of County Road No. 105 marking the Northeast corner of the above-referenced 69.55 acre Avery tract, being the Southeast corner of that certain tract of land, called 2.585 acres, as conveyed to Don Wilson, County Judge of Williamson County and his successors in office, by deed as recorded in Volume 1649, Page 206, of the Official Records of Williamson County, Texas, for the Northeast corner hereof, from which a ½-inch iron rebar found for a Northeast corner of that certain tract of land, called 0.500 acres, as conveyed to Atsushi Miyamoto and Tomoko Omura, Husband and Wife, by deed recorded as Document No. 2014064599 of the Official Public Records of Williamson County, Texas bears S 20°13'30" E, 4.91 feet to a ½-inch iron rebar found for the above-referenced 0.500 acre Atsushi Miyamoto and Tomoko Omura, Husband and Wife tract, then N 68°17'30" E, 185.01 feet;

THENCE, along the east line of the said 69.55 acre Avery tract, S 20°13'30" E, 4.91 feet to an iron pin found marking the Northwest corner of Lot 1 of Bell Meadows, Section One, a subdivision of record in Cabinet O, Slide 95, of the Plat Records of Williamson County, Texas, and continuing along the west line of the said Lot 1, S 22°18'45" E, 8.06 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 185+50.51 for the Southeast corner hereof;

THENCE, along a curve to the left, (Radius = 1,432.00 feet, Delta = 23°22'15", Long Chord bears S 47°17'45" W, 580.03 feet), an arc distance of 584.07 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 179+38.81 on the said south line of County Road No. 105, being the north line of the said 69.55 acre Avery Tract, being the south line of the said 2.585 acre Williamson County tract, for the most westerly corner hereof;

THENCE, along the said south line of County Road No. 105, being the north line of the said 69.55 acre Avery Tract 1 and the south line of the said 2.585 acre Williamson County, tract, N 27°03'00" E, 49.41 feet to an iron pin found at the beginning of a curve to the right, (Radius = 760.00 feet, Long Chord bears N 47°49'45" E, 538.39 feet), and along the said curve for an arc distance of 550.33 feet to the Place of **BEGINNING** and containing 0.334 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

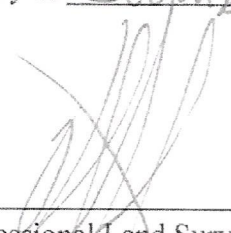
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



Project No. 22009-31

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 31.docx

36.63 AC
RICHARD A. &
KAREN T. SILVA
9724044

2.87 AC
WALLACE DANIEL, JR.
2314/532

CR 105

SEE INSET 1

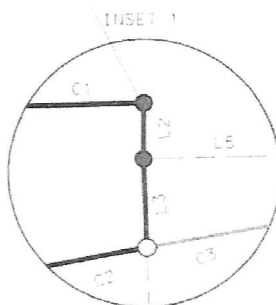
PROPOSED FOW

14,528 SF
0.334 AC

POINT OF
SURFACE
C1
C2
C3
C4
C5
C6
C7
C8
C9
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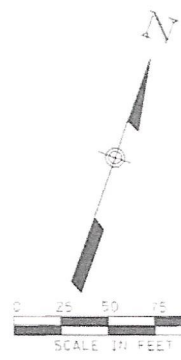
2.585 AC
DON WILSON, COUNTY JUDGE OF
WILLIAMSON COUNTY
AND HIS SUCCESSORS IN OFFICE
1649/206

69.55 AC
CHARLES N. AVERY III, TRUSTEE
2006032116



BELL MEADOWS
SECTION ONE
0/95

C5 19°30'07" E 190.85' ALL



STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
CHARLES N. AVERY III, TRUSTEE

SCALE: 1"=100'
PARCEL: 31
PROJECT: CR 111
COUNTY: WILLIAMSON



LEGEND

- TYPE I CONCRETE MONUMENT FOUND
 ■ TYPE II MONUMENT FOUND
 ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
 ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
 ● 1/2" IRON ROD FOUND UNLESS NOTED
 △ CALCULATED POINT
 ⊕ NAIL FOUND
 ⊔ CENTER LINE
 () RECORD INFORMATION
 P.O.R. POINT OF REFERENCE
 P.O.B. POINT OF BEGINNING
 — LINE BREAK

CODE	BEARING	DISTANCE
L1	N 27°03'00" E	49.41'
L2	S 20°13'30" E	4.91'
L3	S 22°31'45" E	8.06'
L4	S 27°03'00" W	319.76'
(L4)	N 29°31'56" E	371.29'
L5	N 68°17'30" E	56.21'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	760.00'	550.33'	N 47°49'45" E	538.39'	41°29'15"
(C1)	760.00'	550.21'	N 50°16'20" E	538.27'	
C2	1,432.00'	584.10'	S 47°17'45" W	580.06'	23°22'15"
C3	1,432.00'	56.67'	N 60°07'00" E	56.67'	2°16'00"

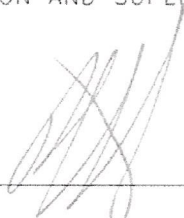
NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

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

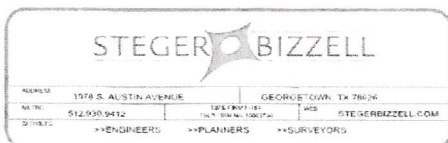
1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 299
2. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
4. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
5. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
6. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 650

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS



PAGE 2 OF 2



PARCEL PLAT SHOWING PROPERTY OF:

CHARLES N. AVERY III, TRUSTEE

 SCALE:
 1"=100'

 PARCEL:
 31

 PROJECT:
 CR 111

 COUNTY:
 WILLIAMSON


EXHIBIT "B"

Parcel 31

DEED

County Road 111/Westinghouse Road 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 MARTA C. AVERY EXEMPT TRUST, 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 0.334 acre (14,528 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 31**)

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 111/CR105/Westinghouse Road.

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 25 day of November, 2019.

[signature page follows]

GRANTOR:

MARTA C. AVERY EXEMPT TRUST

By: Marta C. Avery
Marta C. Avery, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by Marta C. Avery, Trustee, in the capacity and for the purposes and consideration recited therein.

See Attached

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:

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Sacramento

On

Nov 25th 2019

Date

before me,

Lane Elliott, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Marta C. Avery

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____