

**REAL ESTATE CONTRACT**  
CR 111 Right of Way—Parcel 33

THIS REAL ESTATE CONTRACT (“Contract”) is made by ATSUSHI MIYAMOTO (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 of land described as follows:

All of that certain 0.005 acre (approximately 235 Sq. Ft.) tract of land situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion 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; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 33**)

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. The term Property does not include any rights or appurtenances pertaining to the retained<sup>ed</sup> portion of Seller’s real property from which the Property is taken, including in and to adjacent streets, alleys or rights-of-way

**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 or cost to cure for the remaining property of Seller arising solely from the proposed condemnation and not from any work performed on the Property by Purchaser or its contractors or agents, shall be the sum of TWO-THOUSAND FIVE-HUNDRED and 00/100 Dollars (\$2,500.00).



## 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 OF SELLER**

Seller hereby represents to Purchaser as follows, which representations 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;

## **ARTICLE V REPRESENTATIONS OF PURCHASER**

Purchaser hereby represents to Seller as follows, which representations shall be deemed made by Purchaser to Seller also as of the Closing Date, to the best of Purchaser's current actual knowledge:

(1) The Property herein is being conveyed to Purchaser under threat of condemnation and in pursuing this condemnation Purchaser to date has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the condemnation of the Property.



- (2) The survey map attached hereto as Exhibit “B” and incorporated herein by this reference accurately depicts the Property and matches the legal description set forth on Exhibit “A”.

**ARTICLE VI**  
**CLOSING**  
Closing Date

6.01. The Closing shall be held at the office of Georgetown Title Company on or before January 20, 2020 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”). Within 10 days of mutual execution of this Contract Georgetown Title Company or Purchaser will provide Seller a copy of the Title Commitment for the purchase.

Seller’s Obligations at Closing

6.02. 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 “C” 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

6.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

#### Prorations

6.04. 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

6.05. 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 VII BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its material 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 VIII 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 IX MISCELLANEOUS**

### Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

### Gender

9.07. 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

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

### Compliance

9.09. 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

9.10. 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

9.11 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:**

Atsushi Miyamoto

Atsushi Miyamoto

Address: 801 East 8<sup>th</sup> Street  
Los Angeles, CA 90021

Date: 1/16/2020

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell

Bill Gravell  
County Judge

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

Date: 1/28/2020



**EXHIBIT A**

**County:** Williamson  
**Parcel:** 33  
**Highway:** County Road 111 (Westinghouse Road)

**PROPERTY DESCRIPTION FOR PARCEL 33**

BEING 0.005 of an acre (235 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion 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. 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=10196982.75, E=3154025.99) on the south line of County Road No. 105, on the east line 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, for the Northwest corner hereof, from which a ½-inch iron rebar found for the Northeast corner of the above-mentioned 0.500 acre tract of Lot 1 of Bell Meadows bears N 68°17'15" E, 185.01 feet;

**THENCE**, along the said south line of County Road No. 105, being the north line of the said Lot 1, N 68°21'00" E, 55.73 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 186+09.50 for the most easterly corner hereof;

**THENCE**, along a curve to the left. (Radius = 1,432.00 feet, Delta = 2°15'00", Long Chord bears S 60°06'15" W, 56.22 feet), an arc distance of 56.22 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 185+50.62 on the west line of the said Lot 1, being the said east line of the 69.55 acre Avery tract, for the Southwest corner hereof;



**THENCE**, N 22°18'45" W, 8.06 feet to the Place of **BEGINNING** and containing 0.005 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane


STATE OF TEXAS

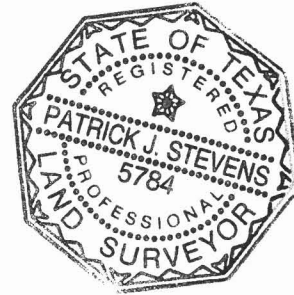
KNOW ALL MEN BY THESE PRESENTS

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



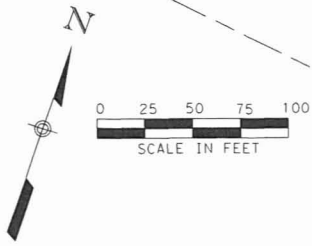
Project No. 22009-33

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 33.docx



# PLAT TO ACCOMPANY PARCEL DESCRIPTION

J. MCQUEEN  
ABSTRACT No. 426



44.72 AC  
RUSSELL J. SALISBURY  
& WIFE, RAQUEL M. SALISBURY  
2319/861

2.87 AC  
WALLACE DANIEL, JR.  
2314/532

235 SF  
0.005 AC

CR 105

SEE  
INSET 1

STA. 186+09.50  
O/S 68.00' RT

75' O.S.S.F.  
SETBACK  
0/95

COMMON  
AREA I

2.585 AC  
DON WILSON, COUNTY JUDGE OF  
WILLIAMSON COUNTY  
AND HIS SUCCESSORS IN OFFICE  
1649/206

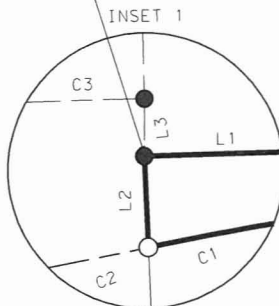
0.500 AC  
ATSUSHI MIYAMOTO  
AND TOMOKO OMURA,  
HUSBAND AND WIFE  
2014064599

BELL MEADOWS DRIVE

TEXAS UTILITIES  
ELECTRIC COMPANY  
EASEMENT  
9736514

69.55 AC  
CHARLES N. AVERY III, TRUSTEE  
2006032116

POINT OF BEGINNING  
STA. 185+51.84  
O/S 60.11' RT  
SURFACE COORDINATES  
N 10196982.75  
E 3154025.99



BELL MEADOWS  
SECTION ONE  
0/95

PAGE 1 OF 2

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE  
CITY GEORGETOWN, TX 78626  
METRO 512.930.9412  
TELEPHONE 512.930.9412  
FAX 512.930.9412  
WEBSITE STEGERBIZZELL.COM  
SERVICES >>>ENGINEERS >>>PLANNERS >>>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:  
ATSUSHI MIYAMOTO AND TOMOKO OMURA,  
HUSBAND AND WIFE

SCALE:  
1"=100'

PARCEL:  
33

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 68°17'30" E	56.21'
L2	N 22°31'45" W	8.06'
L3	S 20°13'30" E	4.91'
L4	N 68°17'30" E	128.80'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,432.00'	56.67'	S 60°07'00" W	56.67'	2°16'00"
C2	1,432.00'	584.07'	S 47°17'45" W	580.03'	23°22'15"
C3	760.00'	550.33'	N 47°49'45" E	538.39'	41°29'15"
(C3)	760.00'	550.21'	N 50°16'20" E	538.27'	

## 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. 267
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 621
3. JONAH WATER SUPPLY CORPORATION, VOL. 563 PG. 651
4. PROVISIONS & EASEMENTS AS SET OUT IN RESTRICTIONS RECORDED IN DOC. NO. 199938185

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



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PARCEL PLAT SHOWING PROPERTY OF:  
 ATSUSHI MIYAMOTO AND TOMOKO OMURA,  
 HUSBAND AND WIFE

SCALE:  
 1"=100'

PARCEL:  
 33

PROJECT:  
 CR 111

COUNTY:  
 WILLIAMSON

