

REAL ESTATE CONTRACT

Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between NELDA CAROL PHELPS and MATTHEW BERNARD PHELPS (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 1.713 acre (74,612 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas, and the N.D. Walling Survey, Abstract No. 2722, Travis 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, and any damage to or cost to cure the remaining property of Seller shall be the sum of FOUR HUNDRED TWENTY-NINE THOUSAND AND NINETEEN and 00/100 Dollars (\$429,019.00).

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

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 April 30, 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").

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.

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

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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

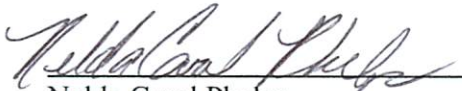
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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.

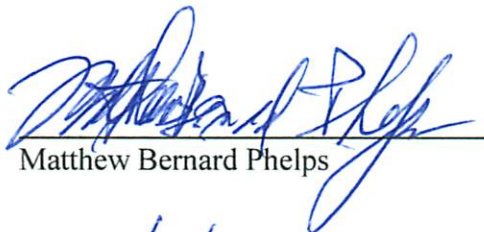
[signature page follows]

SELLER:


Nelda Carol Phelps

Date: 3/13/2020

Address: 19501 Morgan Dr.
Pflugerville, TX 78660



Matthew Bernard Phelps

Date: 3/13/2020

Address: 19501 Morgan Dr.
Pflugerville TX 78660

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell, Jr.
County Judge

Date: March 24, 2020

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

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Tax ID: R021024
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

Page 1 of 4
December 13, 2019

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 1.713 ACRE (74,612 SQ. FT.) PARCEL OF LAND LOCATED IN THE N.D. WALLING SURVEY, ABSTRACT 675, WILLIAMSON COUNTY, TEXAS AND THE N.D. WALLING SURVEY, ABSTRACT 2722, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 5.000 ACRE TRACT OF LAND, CONVEYED IN A DEED TO NELDA CAROL PHELPS, RECORDED MARCH 23, 2000 IN DOCUMENT NO. 2000032529, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.713 ACRE (74,612 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4-inch iron pipe found 578.87 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 110+11.02 on the west line of the remainder of a called 9.98 acre tract of land, conveyed in a deed to Robert Bridges and wife, Sharon F. Bridges, recorded in Volume 1747, Page 471, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of a called 4.918 acre tract of land, conveyed in a deed to CSW SR Hutto, LLC, recorded in Document No. 2017074295, O.P.R.W.C.TX., same being the northeast corner of said Phelps tract, from which a 1/2-inch iron rod found, for the northwest corner of said Bridges tract bears N 07°36'58" E, a distance of 564.59 feet;

THENCE S 07°36'58" W, with the common line of said Phelps tract and said Bridges tract, a distance of 416.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,011.56, E=3,165,129.56) set 165.47 feet left of Corridor A1 E.C.S 109+67.19 on the proposed north right-of-way line of Corridor A1, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°36'58" W, departing the proposed north right-of-way line of said Corridor A1, continuing with the common line of said Phelps tract and said Bridges tract, , a distance of 184.26 feet to a 5/8-inch iron with a plastic cap found on the existing north right-of-way line of C.R. 138, a variable width right-of-way, recorded in Document No. 2012158526, Official Public Records of Travis County, Texas (O.P.R.T.C.TX.), for the southwest corner of said Bridges tract, same being the southeast corner of said Phelps tract and of the parcel described herein;

2) **THENCE** N 86°58'42" W, departing the common line of said Phelps tract and said Bridges tract, with the existing north right-of-way of said C.R. 138, a distance of 339.31 feet to a 5/8-inch iron rod with an aluminum cap found, for the southeast corner of a remainder of a called 4.63 acre tract of land, conveyed in a deed to Williamson County, recorded in Document No. 2017003804, O.P.R.W.C.TX., same being the southwest corner of said Phelps tract and the parcel described herein;

3) **THENCE** N 07°35'42" E, departing the existing north right-of-way line of said C.R. 138, with the common line of said Phelps tract and said remainder of a called 4.63 acre tract, a distance of 301.80 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 287.62 feet left of Corridor A1 E.C.S 106+38.99 on the proposed north right-of-way line of said Corridor A1, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Tax ID: R021024
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

Page 2 of 4
December 13, 2019

THENCE departing the common line of said Phelps tract and said remainder of a called 4.63 acre tract, with the proposed north right-of-way line of said Corridor A1, over and across said Phelps tract, the following two (2) courses and distances numbered 4-5:

4) With said curve to the left, an arc distance of 299.06 feet, through a central angle 20°50'43", having a radius of 822.00 feet, and a chord that bears S 62°00'30" E, a distance of 297.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 158.01 feet left of Corridor A1 E.C.S 109+06.67, said point being the beginning of a curve to the right, and

5) With said curve to the right, an arc distance of 60.98 feet, through a central angle 03°06'51", having a radius of 1,122.00 feet, and a chord that bears N 85°07'34" E, a distance of 60.97 feet to the **POINT OF BEGINNING**, and containing 1.713 acres (74,612 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

That I, Scott C. Brashear, 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, on the date shown below.

Preliminary

12/13/2019 2:47:45 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

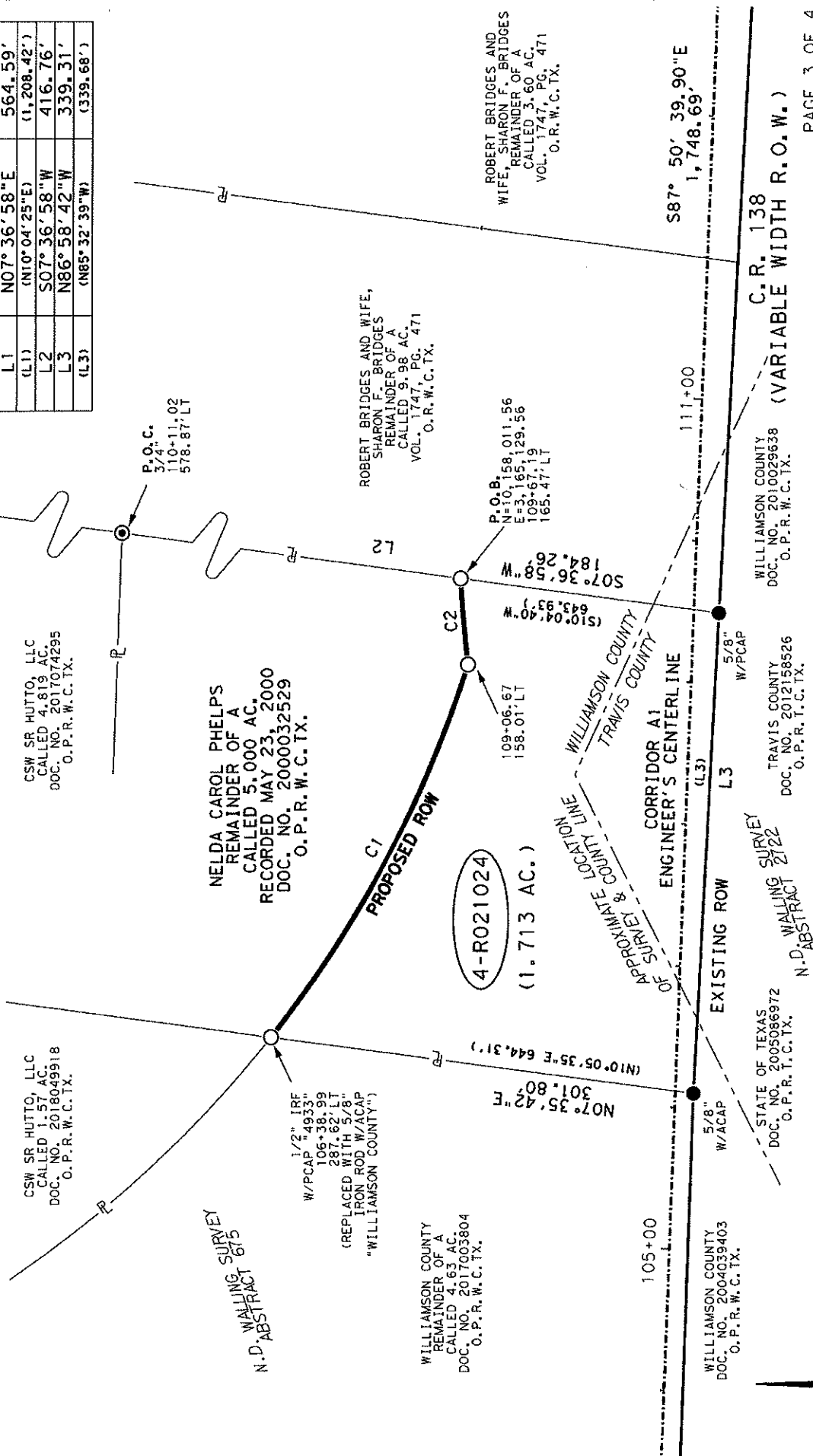
EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	20° 50' 43" LT	822.00'	299.06'	297.41'	S62° 00' 30" E
C2	03° 06' 51" RT	1,122.00'	60.98'	60.97'	N85° 07' 34" E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07° 36' 58" E	564.59'
(L1)	(N10° 04' 25" E)	(1,208.42')
L2	S07° 36' 58" W	416.76'
L3	N86° 58' 42" W	339.31'
(L3)	(N85° 32' 39" W)	(339.68')



Age Group	Percentage of Respondents
18-29	65
30-49	75
50-69	80
70+	85

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

PAGE 3 OF 4
REF. FIELD NOTE NO. 46462
\\00\p-4.dgn

EXISTING	*4.646 AC.	ACQUIRE	1.713 AC.	REMAINING	2.933 AC.	LEFT

The SAM logo, featuring the letters "SAM" in a bold, stylized font, enclosed within an oval border. A small registered trademark symbol (®) is located at the top left of the logo.

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
NELDA CAROL PHELPS
PARCEL 4
TAX ID R021024
3 AC. (74,612 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⬢ FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ⌒ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAV88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, WIRMIAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- AREA CALCULATED BY SAM, LLC.

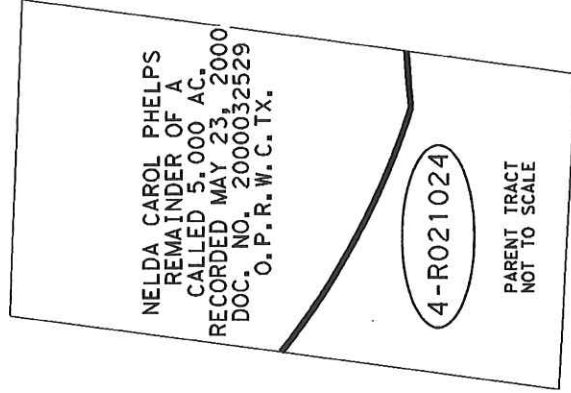
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

12/13/2019 2:47:54 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



EXISTING	*4.646 AC.	ACQUIRE	1.713 AC.	REMAINING	2.933 AC. LEFT
4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 FOX: (512) 326-3029 Texas Firm Registration No. 10064300			RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF NELDA CAROL PHELPS PARCEL 4 TAX ID 21024 1.713 AC. (74,612 SQ. FT.)		

EXHIBIT "B"

Parcel 4

DEED

Southeast Loop (Corridor A1) 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 NELDA CAROL PHELPS and MATTHEW BERNARD PHELPS, 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 (the "Property"):

All of that certain 1.713 acre (74,612 Sq. Ft.) tract of land in the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas, and the N.D. Walling Survey, Abstract No. 2722, Travis County, Texas; 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, 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.

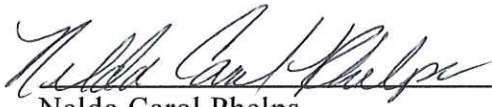
Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery 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 Southeast Loop/Corridor A1.

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 13 day of March, 2020.

GRANTOR:


Nelda Carol Phelps

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Williamson


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This instrument was acknowledged before me on this the 13 day of March, 2020 by Nelda Carol Phelps, in the capacity and for the purposes and consideration recited therein.




Notary Public, State of Texas

GRANTOR:


Matthew Bernard Phelps

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 13 day of March, 2020 by Matthew Bernard Phelps, 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: