

REAL ESTATE CONTRACT
O'CONNOR SIGNAL PROJECT - Dickerson

THIS REAL ESTATE CONTRACT ("Contract") is made by DORIS S. DICKERSON, A/K/A DORIS SUE DICKERSON (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 0.014 acre (589 SF) tract of land situated in the James Shelton Survey, Abstract No. 552, in Williamson County, Texas, being a portion of Lot 1, Block A, THE MEADOWS OF BRUSHY CREEK, a subdivision of record in Cabinet F, Slides 210-218 of the plat records of Williamson County, Texas, cited in order admitting will to probate as a muniment of title and described in General Warranty Deed to Jerry L. Dickerson (Deceased) and Spouse, Doris S. Dickerson recorded in Volume 2364, Page 650 of the Official Records of Williamson County, Texas; said 0.014 acre (589 SF) tract of land 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 described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of THIRTY-SEVEN THOUSAND and 00/100 Dollars (\$37,000.00).

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.

3.03. Purchaser is responsible for replacing the HOA wall on the new property line created by this acquisition.

**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 May 29, 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 monetary 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) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to 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. 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.

Possession

8.10. Prior to closing, but after funds have been deposited with Independence Title Company, Purchaser is allowed to take possession of the Property to stake the new ROW boundary line and replace the existing HOA fence on the new property line.

Effective Date

8.11. 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

8.12. 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.

[signatures on next page]

SELLER:

Doris S. Dickerson

By: *Doris Dickerson*

Name: Doris Dickerson

Address: 16623 Denise Dr.

Austin, TX 78717

Date: April 29, 2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

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

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

Date: *July 21, 2020*

EXHIBIT _____

County: Williamson
Parcel : 3
Project: WA 7-2019

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.014 ACRE (589 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 552, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, THE MEADOWS OF BRUSHY CREEK, A SUBDIVISION OF RECORD IN CABINET F, SLIDES 210-218 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CITED IN ORDER ADMITTING WILL TO PROBATE AS A MUNIMENT OF TITLE AND DESCRIBED IN GENERAL WARRANTY DEED TO JERRY L. DICKERSON (DECEASED) AND SPOUSE, DORIS S. DICKERSON RECORDED IN VOLUME 2364, PAGE 650 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.014 ACRE (589 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set in the proposed southwesterly Right-of-way (ROW) line of O'Conner Dr. (ROW width varies), same being the common boundary line of said Lot 1 and Lot 2 of said subdivision, for the southeasterly corner, and **POINT OF BEGINNING** of the herein described tract and from which, a nail in a rock found, being the common southerly corner of said Lot 1 and Lot 2, in the existing northeasterly ROW line of Denise Drive (50' ROW width) bears S 33°55'29" W, at a distance of 130.77 feet;

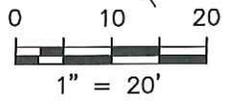
- 1) **THENCE**, departing said Lot 2, through the interior of said Lot 1, with said proposed ROW line, **N 65°53'44" W**, for a distance of **75.58** feet to an iron rod with plastic cap stamped "RPLS 4933" set in the existing curving southeasterly ROW line of Pocono Drive (120' ROW width), for the most westerly corner of the herein described tract, and from which, the calculated point of tangency of said curving ROW line bears along a curve to the left, having a delta angle of 34°13'26", a radius of 25.00 feet, an arc length of 14.93 feet and a chord which bears S 39°58'18" W, at a distance of 14.71 feet;
- 2) **THENCE**, departing said proposed ROW line, with the said existing curving southeasterly ROW line, same being the northerly boundary line of said Lot 1, along said curve to the right having a delta angle of **61°35'21"**, a radius of **25.00** feet, an arc length of **26.87** feet and a chord which bears **N 88°13'01" E**, at a distance of **25.60** feet to a 1/2" iron rod found, for a point of compound curvature, same being the intersection of said southeasterly ROW line and said existing southwesterly ROW line of O'Connor Drive, for the northwesterly corner of the herein described tract;

THENCE, with said existing southwesterly ROW line, same being the northeasterly boundary line of said Lot 1, the following two (2) courses:

**EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION**

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	61°35'21"	25.00'	26.87'	25.60'	N88°13'01"E
C2	05°59'49"	295.00'	30.88'	30.86'	S58°17'14"E
(C2)	(05°59'36")	(295.00')	(30.86')	(30.84')	(N56°25'48"W)
(C3)	(95°58'24")	(25.00')	(41.88')	(37.15')	
C4	34°13'26"	25.00'	14.93'	14.71'	S39°58'18"W

10' P.U.E.
PER PLAT



NO.	DIRECTION	DISTANCE
L1	S33°55'29"W	2.95'
L2	S55°19'54"E	22.84'
(L2)	(S53°26'00"E)	(22.89')

LEGEND

- ⊕ NAIL FOUND
- ⊙ IRON ROD WITH CAP FOUND
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⊙ CAPPED IRON ROD MARKED "INLAND-4933" SET
- △ CALCULATED POINT
- ▬ PROPERTY LINE
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION
- ↔ DISTANCE BREAK
- CONCRETE FENCE

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale *OCT 2019*

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



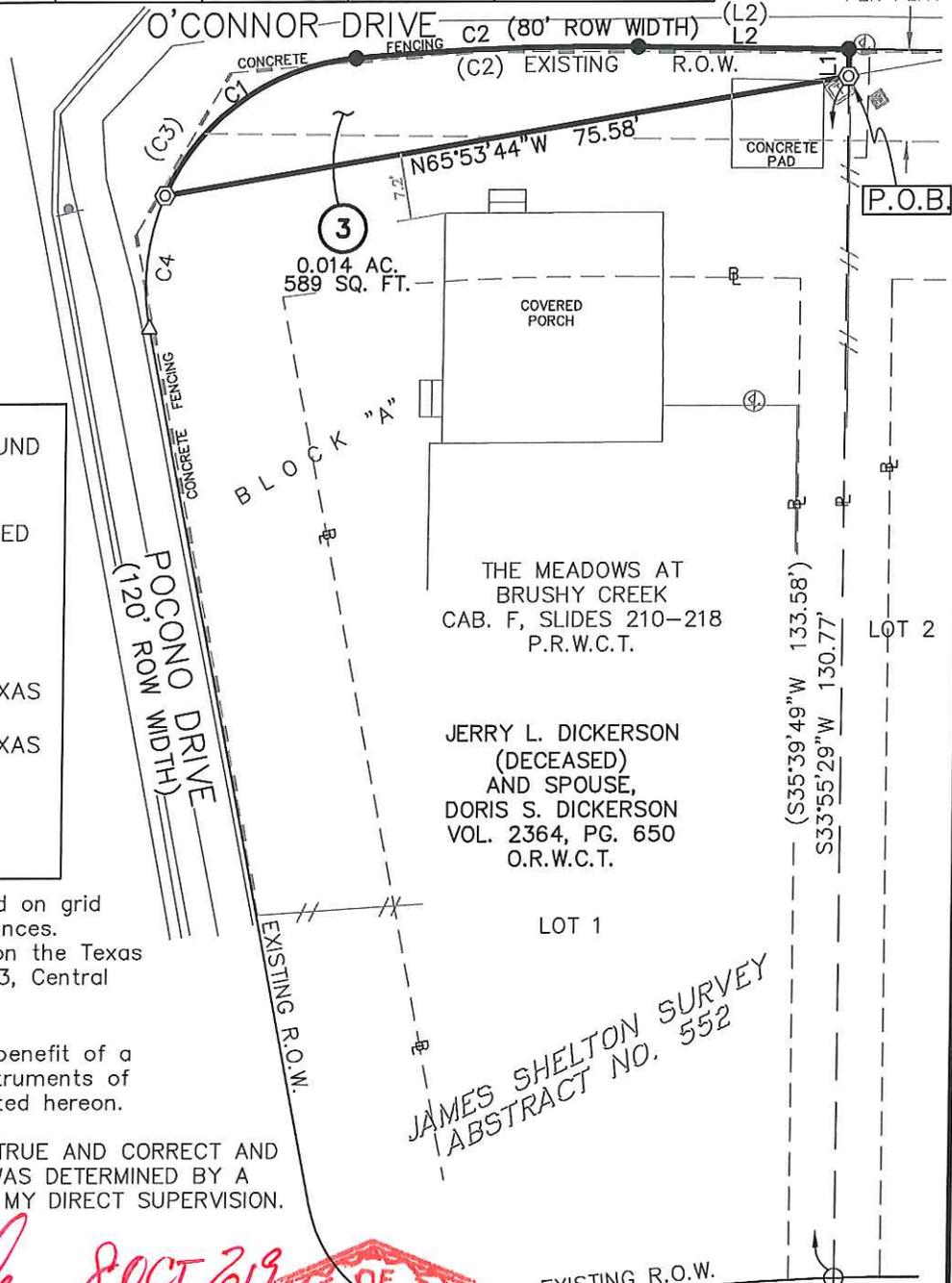
EXISTING R.O.W.

DENISE DRIVE
(50' ROW WIDTH)

	ACRES	SQUARE FEET
ACQUISITION	0.014	589
CALC/DEED AREA	0.209	9,087
REMAINDER AREA	0.195	8,498

PARCEL 3
0.014 ACRES
589 SQUARE FEET

10-03-2019



SA Williamson County 2019 WA SUBMITTAL SWA 7 O'CONNOR ROW ACQ PARCELS PARCELS 3.dwg

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 any facilities on the Property, but shall not be used or exported from the Property for any other purpose.

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 when the claim is by, through, or under Grantor but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

EXHIBIT _____

County: Williamson
Parcel : 3
Project: WA 7-2019

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.014 ACRE (589 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES SHELTON SURVEY, ABSTRACT NO. 552, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, THE MEADOWS OF BRUSHY CREEK, A SUBDIVISION OF RECORD IN CABINET F, SLIDES 210-218 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CITED IN ORDER ADMITTING WILL TO PROBATE AS A MUNIMENT OF TITLE AND DESCRIBED IN GENERAL WARRANTY DEED TO JERRY L. DICKERSON (DECEASED) AND SPOUSE, DORIS S. DICKERSON RECORDED IN VOLUME 2364, PAGE 650 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.014 ACRE (589 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with plastic cap stamped "RPLS 4933" set in the proposed southwesterly Right-of-way (ROW) line of O'Conner Dr. (ROW width varies), same being the common boundary line of said Lot 1 and Lot 2 of said subdivision, for the southeasterly corner, and **POINT OF BEGINNING** of the herein described tract and from which, a nail in a rock found, being the common southerly corner of said Lot 1 and Lot 2, in the existing northeasterly ROW line of Denise Drive (50' ROW width) bears S 33°55'29" W, at a distance of 130.77 feet;

- 1) **THENCE**, departing said Lot 2, through the interior of said Lot 1, with said proposed ROW line, **N 65°53'44" W**, for a distance of **75.58** feet to an iron rod with plastic cap stamped "RPLS 4933" set in the existing curving southeasterly ROW line of Pocono Drive (120' ROW width), for the most westerly corner of the herein described tract, and from which, the calculated point of tangency of said curving ROW line bears along a curve to the left, having a delta angle of 34°13'26", a radius of 25.00 feet, an arc length of 14.93 feet and a chord which bears S 39°58'18" W, at a distance of 14.71 feet;
- 2) **THENCE**, departing said proposed ROW line, with the said existing curving southeasterly ROW line, same being the northerly boundary line of said Lot 1, along said curve to the right having a delta angle of **61°35'21"**, a radius of **25.00** feet, an arc length of **26.87** feet and a chord which bears **N 88°13'01" E**, at a distance of **25.60** feet to a 1/2" iron rod found, for a point of compound curvature, same being the intersection of said southeasterly ROW line and said existing southwesterly ROW line of O'Connor Drive, for the northwesterly corner of the herein described tract;

THENCE, with said existing southwesterly ROW line, same being the northeasterly boundary line of said Lot 1, the following two (2) courses:

- 3) along said curve to the right, having a delta angle of **05°59'49"**, a radius of **295.00** feet, an arc length of **30.88** feet and a chord which bears **S 58°17'14" E**, for a distance of **30.86** feet to a 1/2" iron rod found, for a point of tangency;
- 4) **55°19'54" E**, for a distance of **22.84** feet to 1/2" iron rod found being the northeasterly corner of said Lot 1, and the northwesterly corner of said Lot 2, for the most northeasterly corner of the herein described tract;
- 5) **THENCE**, departing said existing southwesterly ROW line, with the common boundary line of said Lot 1 and Lot 2, **S 33°55'29" W**, for a distance of **2.95** feet to the **POINT OF BEGINNING**, containing 0.014 acre (589 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

8 OCT 2019

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

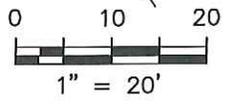
Date



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- △ CALCULATED POINT
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2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

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M. Stephen Truesdale *OCT 2019*

M. STEPHEN TRUESDALE
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LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
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1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



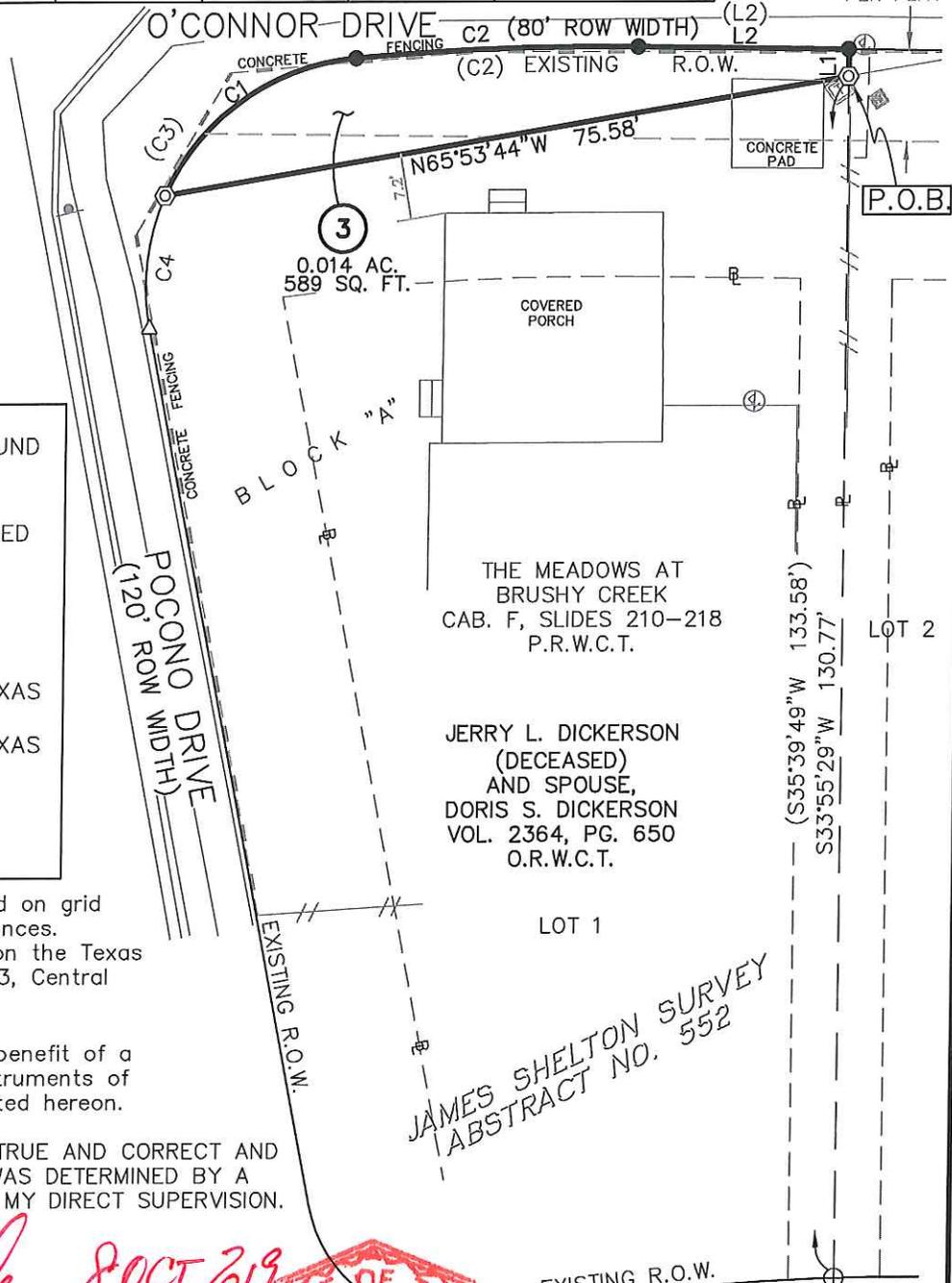
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DENISE DRIVE
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PARCEL 3
0.014 ACRES
589 SQUARE FEET

10-03-2019



SA Williamson County 2019 WA SUBMITTAL SWA 7 O'CONNOR ROW ACQ PARCELS PARCELS 3.dwg