

REAL ESTATE CONTRACT

CR 401/404 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by JORGE A. GONZALEZ and SONJA H. GONZALEZ, (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 10.155 acres (442,352 sq. ft.) tract of land legally described as AW0318 H.T. & B.R.R. Co. Sur., Acres 10.155 (WCAD# R333621) and further described in Exhibit "A" attached hereto and incorporated herein. (**Parcel 7A**);

and

All of that certain 1.00 acres (43,560 sq. ft.) tract of land legally described as AW0318 H.T. & B.R.R. Co. Sur., Acres 1.0 (WCAD# R337975) and further described in Exhibit "A" attached hereto and incorporated herein. (**Parcel 7B**);

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of SIX HUNDRED SIXTY-THREE THOUSAND and 00/100 Dollars (\$663,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in good funds 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. The Property herein is being conveyed to Purchaser under threat of condemnation.

**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.

**ARTICLE V
CLOSING**

Closing Date and Property Vacate Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 10, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, 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").

Although Purchaser shall be entitled to legal possession of the Property as of the Closing Date, Seller shall otherwise be required to vacate and surrender possession of the residential structure on the Property on or before September 30, 2021 ("Vacate Date"). After the Closing and prior to the Vacate Date, Purchaser and any public utility company shall be allowed to enter the Property with prior notice to Seller solely to complete any testing, surveying, inspections, construction of any required utility adjustments, realignments, installations or removals of utility facilities or for other preliminary site testing required in connection with Purchaser's proposed road construction project, so long as such utility construction or testing activities do not otherwise interfere with Seller's possession prior to the Vacate 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.

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

(3) Provide reasonable assistance as requested to cause Title Company to 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, 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 as incurred.

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

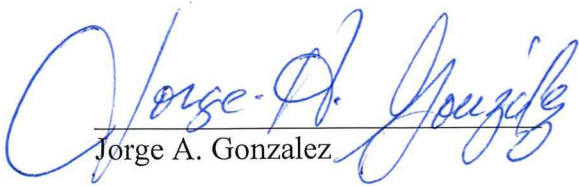
8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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.

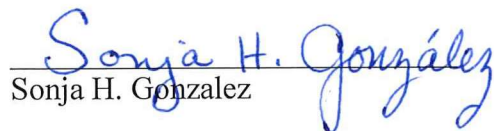
[signature page follows]

SELLER:


Jorge A. Gonzalez

Address: 1610 CR 404
Taylor, Texas 76574

Date: 8-9-2021



Sonja H. Gonzalez

Address: 1610 CR 404
Taylor, Texas 76574

Date: 8-9-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Aug 18, 2021 08:01 CDT)
Bill Gravell, Jr
County Judge

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

Date: Aug 18, 2021

EXHIBIT "A"

These notes describe that certain tract of land situated in the H. T. & B. R. R. SURVEY NO. 1, A-318, located in Williamson County, Texas; subject tract being all of a called "11.14 Acres" conveyed in a Warranty Deed from Charlie W. Mikulencak, et ux to James Evans, et ux dated July 2, 1993 and recorded in Document No. 9326874 of the Official Records of Williamson County (ORWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on July 20, 2000; subject tract being more fully described as follows:

BEGINNING at the Northwest corner of subject tract, same being for the Northwest corner of said "11.14 Acre" tract in a line for the East line of Williamson County Road No. 404; found a $\frac{1}{2}$ " Iron Rod at same corner;

THENCE South $79^{\circ}59'45''$ East with a line for the North line of said "11.14 Acres", generally along a barbed wire fence, same being for the South line of a called "73.63 Acres" recorded in Volume 296, Page 550 of the Deed Records of Williamson County (DRWC), a distance of 971.19 feet to the Northeast corner of subject tract, same being for the Northeast corner of said "11.14 Acre" tract; found a $\frac{1}{2}$ " Iron Rod at same corner;

THENCE South $09^{\circ}33'50''$ West with a line for the East line of said "11.14 Acre" tract, generally along a barbed wire fence, same being for the West line of a called "First Tract - 18.75 Acres" recorded in Volume 767, Page 773 of the DRWC, passing a $\frac{1}{2}$ " Iron Rod set for the Northeast corner of a called "Second Tract - 30 foot wide road easement", same also recorded in Volume 767, Page 773 of the DRWC (AKA Tract Two - 0.668 Acres, surveyed this date), at 471.11 feet, and continuing an additional distance of 30.00 feet for a total distance of 501.11 feet to a $\frac{1}{2}$ " Iron Rod found for the Southeast corner of said "11.14 Acre" tract, same being for the Southeast corner of said "Second Tract - 30 foot wide road easement" in a line for the North line of a called "30.0 acres" recorded in Document No. 9644849 of said ORWC;

THENCE North $79^{\circ}55'56''$ West with a line for the common line of said "11.14 Acres" and said "30.0 Acres", same being for the South line of said "Second Tract - 30 foot wide road easement", a distance of 970.75 feet to a point for the Southwest corner of said "11.14 Acres", same being for the Southwest corner of said "Second Tract - 30 foot wide road easement" and for the Northwest corner of said "30.0 acres" in the aforementioned East line of Williamson County Road No. 404; set a $\frac{1}{2}$ " Iron Rod at same corner;

THENCE North $09^{\circ}27'17''$ East with said East line of Williamson County Road No. 404, passing a $\frac{1}{2}$ " Iron Rod set for the Northwest corner of said "Second Tract - 30 foot wide road easement" at 30.00 feet, and continuing with said East line of Williamson County Road No. 404 an additional 470.04 feet for a total distance of 500.04 feet to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of 11.155 Acres.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

06-03-2002 02:50 PM 2002041732

ANDERSON \$17.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

EXHIBIT "B"

Parcel 7

DEED

County Road 401/404 Right of Way

THE STATE OF TEXAS

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§

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 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 JORGE A. GONZALEZ and SONJA H. GONZALEZ, 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 tract situated in the H. T. & B. R. R. Survey No. 1, A-381, Williamson County, Texas, being all of a called "11.14 acres" conveyed in a Warranty Deed with Vendor's Lien from Dennis Roy and Wife, Lacy Roy to Jorge A. Gonzalez and Wife, Sonja H. Gonzalez dated May 29, 2002 and recorded in Document No. 2002041732 of the Official Records of Williamson County, Texas, and further described by metes and bounds containing an area of 11.155 acres according to the dimensions in Exhibit "A" attached hereto and incorporated herein. (Parcel 7)

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 and/or the State of 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 County Road 401/404.

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 _____, 2021.

[signature pages follow]

GRANTOR:

Jorge A. Gonzalez

ACKNOWLEDGMENT

STATE OF TEXAS

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§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Jorge A. Gonzalez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Sonja H. Gonzalez

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2021 by Sonja H. Gonzalez, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
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: