

## **REAL ESTATE CONTRACT**

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GARY L. SAMFORD and SHARON E. SAMFORD** (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 0.154 acre (6,713 square foot) tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, and the Edmund S. Brooks Survey, Abstract No. 81, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 32**);

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 shall be the sum of TEN THOUSAND EIGHT HUNDRED THIRTY-NINE and 00/100 Dollars (\$10,839.00).

#### **Payment of Purchase Price**

2.02. The Purchase Price shall be payable in cash at the Closing.

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### Special Provisions and Additional Consideration

2.03. As Additional Consideration for the conveyance of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of its proposed Liberty Hill Bypass interim roadway project it shall construct a replacement driveway between FM 1869 and the remaining property of Seller in the location and according to the design, plan and specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Agreement, Seller grants permission to Purchaser, its contractors and agents to temporarily access the remaining property of Seller solely to the extent and only for the duration necessary for Purchaser to carry out the obligations of this paragraph.

## **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.



## Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

## Prorations

[illegible]

### 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.



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]*

  
Gary L. Samford

Address: 3835 Ranch Road 1869  
Liberty Hill, TX 78642

Sharon E. Samford

By: Bill Gravell Jr.  
Bill Gravell (Sep 21, 2021 13:28 CDT)

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# EXHIBIT "A"

County: Williamson  
Parcel No.: 32ROW  
Tax ID: R347463  
Highway: SH 29 Liberty Hill Bypass  
Limits: From: CR 279  
To: R.M. 1869

## METES AND BOUNDS DESCRIPTION FOR PARCEL 32ROW

FOR A 0.154 ACRE (6,713 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254 AND THE EDMUND S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 22.5328 ACRE TRACT OF LAND CONVEYED TO GARY L. SAMFORD AND SHARON E. SAMFORD, RECORDED IN DOCUMENT NO. 2013061363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.154 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10213891.68, E=3051792.34) monumenting the northeast corner of said remnant portion of the 22.5328 acre Samford tract and the most northerly northwest corner of the called 2.0311 acre tract of land conveyed to George Samford and Mona Samford, recorded in Document No. 2014025222 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of RR 1869, (80' wide right-of-way width), for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the beginning of a curve to the right on the north boundary line of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429 of the Official Public Records of Williamson County, Texas, same being on said south right-of-way line of RR 1869, bears N 60°28'11" E for a distance of 124.54 feet;

THENCE, **S 24°52'30" E** with the east boundary line of said remnant portion of the 22.5328 acre Samford tract and the west boundary line of said 2.0311 acre Samford tract, for a distance of **20.13 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southeast corner hereof; from which a 1/2" iron rod found monumenting an angle point on said east boundary line of the remnant portion of the 22.5328 acre Samford tract and said west boundary line of the 2.0311 acre Samford tract, bears S 24°52'30" E for a distance of 245.74 feet, S 11°31'55" W for a distance of 133.36 feet, and S 65°01'35" W for a distance of 201.55 feet;

THENCE, through the interior of said remnant portion of the called 22.5328 acre Samford tract, the following three (3) courses and distances:

1. **S 60°50'54" W** for a distance of **170.53 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the beginning of a curve to the right;
2. With said curve to the right an arc length of **181.83 feet**, said curve having a radius of **3260.00 feet**, a delta angle of **3°11'45"** and a chord which bears **S 62°26'46" W** for a







DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.154 ACRE (6,713 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254 AND THE EDWARD S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 22.5328 ACRE TRACT OF LAND CONVEYED TO GARY L. SAMFORD AND SHARON E. SAMFORD, RECORDED IN DOCUMENT NO. 2013061363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.  
PROPERTY ADDRESS: 3835 RR 1869, LIBERTY HILL, TX 78642

**TITLE COMMITMENT NOTES:**

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2061953-KFD, which bears an Effective Date October 16, 2020 and an Issued Date of October 27, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a) Easement:  
Recorded: Volume 293, Page 198, Deed Records, Williamson County, Texas.  
To: Texas Power & Light Company  
Purpose: Electric Line  
Is not a part of subject tract.

10b) Easement:  
Recorded: Volume 420, Page 227, Deed Records, Williamson County, Texas.  
To: State of Texas  
Purpose: Channel  
Tract No. 2 of said instrument is a part of the subject tract as shown hereon.

10c) Grant of Easement for Access recorded in Document No. 2014025223, Official Public Records, Williamson County, Texas. Is a part of subject tract as shown hereon.

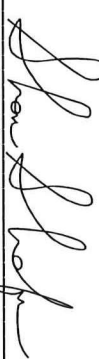
10d) Easement for use of Water Well in Document No. 2014025224, Official Public Records, Williamson County, Texas. Is not a part of subject tract.

10e) Terms, Conditions, and Stipulations in DIL, Gas and Mineral Lease Recorded: Volume 495, Page 303, Deed Records, Williamson County, Texas. Not a survey matter.

10f) Terms, Conditions, and Stipulations in DIL, Gas and Mineral Lease Recorded: Volume 829, Page 480, Deed Records, Williamson County, Texas. Not a survey matter.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 7, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

 NOVEMBER 5, 2020  
SHANE SHAFER, R.P.L.S. NO. 5281 DATE



PARCEL 32ROW  
SHEET 3 OF 3

 **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100  
T.B.P.L.S. FIRM NO. 100066900





**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.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

2.



