

REAL ESTATE CONTRACT
County Road 100/118 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by **GARRY W. GUTHRIE and A. CAROL GUTHRIE** (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:

Being a 0.258 acre (11,253 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 7**);

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 TWENTY-THREE THOUSAND THREE HUNDRED NINETY and 00/100 Dollars (\$23,390.00).

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 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 Longhorn Title Company on or before November 15, 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, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from 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 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.

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

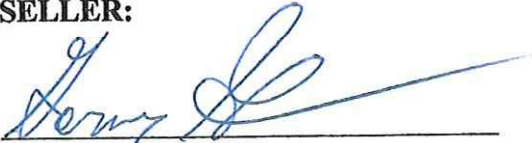
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 1, 2021 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed County Road 100/118 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures required by the Contract to complete the Closing of the purchase transaction.

[signature on following pages]

SELLER:


Garry W. Guthrie

Address: 5350 CR 100
Hutto, Texas 78634


Date: 10-5-21


A. Carol Guthrie

Date: 10/5/21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Oct 20, 2021 08:01 CDT)
Bill Gravell, Jr.
County Judge

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

Date: Oct 20, 2021

EXHIBIT "A"

County: Williamson

Parcel No.: 7

Highway: C.R. 118

Limits: From: C.R. 119

To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

Page 1 of 4

June 28, 2021

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 0.258 ACRE (11,253 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 7.498 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO GARRY W GUTHRIE, ET UX A CAROL GUTHRIE, RECORDED JUNE 24, 1998 IN DOCUMENT NO. 1998062199, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.258 ACRE (11,253 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 3/8-inch iron rod found 1,477.89 feet right of County Road 118 (C.R. 118) Engineer's Centerline Station (E.C.S.) 126+40.93, for an interior ell corner of a called 44.37 acre tract of land, described in a deed to Ronald Albert Smith and wife, Janice H. Smith, recorded in Document No. 1993008365, O.P.R.W.C.TX., same being the southwest corner of said 7.498 acre tract;

THENCE N 23°27'00" W, with the common line of said 7.498 acre tract and said 44.37 acre tract, a distance of 1,410.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,187,205.07, E=3,168,669.26) set 68.01 feet right of C.R. 118 E.C.S 125+92.76 on the proposed south right-of-way line of C.R. 118, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 23°27'00" W, departing the proposed south right-of-way line of said C.R. 118, continuing with the common line of said 7.498 acre tract and said 44.37 acre tract, a distance of 44.93 feet to a calculated point on the existing south right-of-way line of C.R. 100, a variable width right-of-way, no record information found, for the northeast corner of said 44.37 acre tract, same being the northwest corner of said 7.498 acre tract and the parcel described herein;

2) **THENCE** N 68°22'51" E, departing the common line of said 7.498 acre tract and said 44.37 acre tract, with the existing south right-of-way line of said C.R. 100, a distance of 249.84 feet to a magnail with a "SAM" shiner set 22.55 feet right of C.R. 118 E.C.S 128+41.06 on the proposed south right-of-way line of said C.R. 118, for the northwest corner of Lot 1, Steve Hester Subdivision, recorded in Cabinet I, Slide 391, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described as a called 4.253 acre tract of land in a deed to Richard A. Burge, recorded in Volume 1568, Page 612, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the northeast corner of said 7.498 acre tract and the parcel described herein;

THENCE departing the existing south right-of-way line of C.R. 100, with the proposed south right-of-way line of said C.R. 118, the following two (2) courses and distances numbered 3-4:

- 3) **S** 21°27'38" **E**, with the common line of said 7.498 acre tract and said Lot 1, a distance of 45.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet right of C.R. 118 E.C.S 128+41.03, for the southeast corner of the parcel described herein, from which a 1/2-inch iron rod found, for the southeast corner of said 7.498 acre tract bears **S** 21°27'38" **E**, a distance of 1,410.02 feet and,

EXHIBIT "A"

EXISTING ROW

C.R. 118
ENGINEER'S CENTERLINE

C.R. 100

(VARIABLE WIDTH R.O.W. -
NO RECORD INFORMATION FOUND)

125+00

N68°30'24"E 1,347.82'

129+00

N68°22'51"E 249.84'

EXISTING ROW

(N70°48'56"E 249.72')

⑦ (0.258 AC.)

PROPOSED ROW

S68°30'24"W 248.28'

P.O.B.
N=10,187.205,07
E=3,168,669.26
125+92.76
68.01' RT

N23°27'00"W
1,410.71'
(N21°00'54"
1,455.64')

RONALD ALBERT SMITH AND
WIFE, JANICE H. SMITH
CALLED 44.37 AC.
DOC. NO. 1993008365
O.R.W.C.TX.

GARRY W GUTHRIE, ET UX A
CAROL GUTHRIE
CALLED 7.498 AC.
RECORDED JUNE 24, 1998
DOC. NO. 1998062199
O.R.W.C.TX.

(S19°01'32"E
1,455.48')
S21°27'38"E
1,410.02'

RICHARD A. BURGE
CALLED 4.253 AC.
VOL. 1568, PG. 612
O.R.W.C.TX.

LOT 1
STEVE HESTER SUBDIVISION
CAB. 1, SLIDE 391
P.R.W.C.TX.

JOHN DYKES SURVEY
ABSTRACT NO. 186

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N23°27'00"W	44.93'
L2	S21°27'38"E	45.46'

P.O.C.
3/8"
126+40.93
1,477.89' RT

P.O.R.



GRAPHIC SCALE,
SCALE: 1" = 50',
WILLIAMSON COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\NP-7.dgn

EXISTING	7.498 AC.	ACQUIRE	0.258 AC.	REMAINING	7.240 AC.	RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

SAM

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARRY W GUTHRIE, ET UX A
CAROL GUTHRIE
PARCEL 7
0.258 AC. (11,253 SQ. FT.)

LEGEND

EXHIBIT "A"

- MAGNAIL SET WITH "SAM" SHINER
- 5/8" IRON ROD SET WITH ALUMINUM CAP
- ◻ STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- ◻ TYPE I CONCRETE MONUMENT FOUND
- ◻ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- 1/2" IRON PIPE FOUND UNLESS NOTED
- 80D NAIL FOUND
- MAGNAIL FOUND
- SPINDLE FOUND
- RAILROAD TIE
- 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
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)
- PROPOSED TEMPORARY EASEMENT LINE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001218190. 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. C.R. 118 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2021.
 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.



GARRY W GUTHRIE, ET UX A
CAROL GUTHRIE
CALLED 7.498 AC.
RECORDED JUNE 24, 1998
DOC. NO. 195862199
O.R.W.C.TX.
PARENT TRACT
NOT TO SCALE

⑦ (0.258 AC.)

FILE: \\scm\inc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\VP-7VP-7.dgn REF. FIELD NOTE NO. 48849

EXISTING	7.498 AC.	ACQUIRE	0.258 AC.	REMAINING	7.240 AC.	RIGHT
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SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARRY W GUTHRIE, ET UX A
CAROL GUTHRIE
PARCEL 7
0.258 AC. (11,253 SQ. FT.)

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

DATE

6/24/21

EXHIBIT "B"

Parcel 7

DEED

County Road 100/118 Right of Way

THE STATE OF TEXAS

§

§

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 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 the **GARRY W. GUTHRIE ET UX, A. CAROL GUTHRIE**, 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"):

Being a 0.258 acre parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**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 described in said Exhibit "A" 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 CR 100/118.

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 on following page]

GRANTOR:

Garry W. Guthrie

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Garry W. Guthrie in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

A. Carol Guthrie

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2021 by A. Carol Guthrie, 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: