

REAL ESTATE CONTRACT

Hero Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ABHIRAM GARAPATI and REKAH GARAPATI** (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 0.144acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 308**);

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, any improvements on the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of EIGHTY-FIVE THOUSAND and 00/100 Dollars (\$85,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other 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

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 Texas National Title Company on or before May 31, 2022, 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").

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, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Deed 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.

Contingent 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 June 30, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Hero Way 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 or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

abhiram garapati
abhiram garapati (Apr 26, 2022 16:12 CDT)

Abhiram Garapati

Apr 26, 2022
Date: _____

Address: 1701 Bagdad Road

Cedar Park, Texas 78613

rekha garapati
rekha garapati (Apr 27, 2022 08:23 CDT)

Rekah Garapati

Apr 27, 2022
Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: *Valerie Covey*
Valerie Covey
County Commissioner

Date: May 3, 2022

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

County: Williamson
Parcel: 308
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 308

METES & BOUNDS DESCRIPTION FOR A 0.144 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 1.469 ACRE TRACT OF LAND AS CONVEYED TO ABHIRAM GARAPATI AND REKAH GARAPATI BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2019006980 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.144 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "PREMIER SURVEYING" found at the intersection of the south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, and the east right-of-way line of County Road 269 (width varies), (no deed of record found), at the northwest corner of the above described Garapati Tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "SENDERO" found at the intersection of the south right-of-way line of said Hero Way and the west right-of-way line of said County Road 269, at the northeast corner of the remainder of a called 76.02 acre tract of land as conveyed to Fab-Con Products, Inc. by Warranty Deed recorded in Volume 527, Page 319 of the Deed Records of Williamson County, Texas, and at the southeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records, bears S 86°13'31" W a distance of 79.91 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said Garapati Tract, N 68°45'11" E a distance of 58.06 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said Garapati Tract, N 68°54'41" E a distance of 65.86 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,415.78, E: 3,082,224.58) set for the beginning of a non-tangent curve to the left and the northeast corner of the herein described tract, 289.30 feet right of FM 2243 baseline station 107+89.86, from which a 1/2-inch iron rod found at the northeast corner of said Garapati Tract and the northwest corner of D & W SUBDIVISION, a subdivision recorded in Document Number 2018053338 of the Official Public Records of Williamson County, Texas, bears N 68°54'41" E a distance of 83.78 feet;

THENCE, over and across said Garapati Tract, along said curve to the left, an arc distance of 184.24 feet, having a radius of 1,140.00 feet, a central angle of 09°15'35" and a chord which bears S 34°19'30" W a distance of 184.04 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east right-of-way line of said County Road 269 and the west line of said Garapati Tract, for the most southerly corner of the herein described tract, 394.15 feet right of FM 2243 baseline station 106+38.61, from which a 1/2-inch iron rod found at the southwest corner of said Garapati Tract bears S 20°20'37" E a distance of 163.81 feet;

THENCE, with the east right-of-way line of said County Road 269 and the west line of said Garapati Tract, N 20°20'37" W a distance of 21.18 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the east right-of-way line of said County Road 269 and the west line of said Garapati Tract, N 02°53'47" W a distance of 87.50 feet to the **POINT OF BEGINNING** and containing 0.144 acre (6,287 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on October 18, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be
recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Date

Client: Williamson County
Date: December 23, 2021
Project Number: 7473-00



PARCEL PLAT
SHOWING PARCEL 308

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	12/23/2021	3 of 4

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

LEGEND

BLDG.	BUILDING
B.O.	BUILDING OVERHANG
B.W.F.	BARBED WIRE FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
[]	RECORD INFO FOR DOC. NO 2019006980 O.P.R.W.C. FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
○	WIRE FENCE
x	OVERHEAD TELEPHONE
—DHT—	OVERHEAD POWER
—DHP—	EDGE OF ASPHALT
///	

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 68°45'11" E	58.06'
L2	N 68°54'41" E	65.86'
L3	N 20°20'37" W	21.18'
L4	N 02°53'47" W	87.50'
L5	S 86°13'31" W	79.91'
L6	N 68°54'41" E	83.78'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
[L1]	[N 71°14'12" E]	[58.09']
[L2]	[N 71°38'15" E]	
[L4]	[N 00°11'01" W]	[87.50']
[L6]	[N 71°38'15" E]	

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	184.24'	1,140.00'	97°5'35"	S 34°19'30" W	184.04'

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

PRELIMINARY
PENDING FINAL
REVIEW



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 308
0.144 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'
Job No.: 7473-00
Date: 12/23/2021
Page: 4 of 4

EXHIBIT "B"

Parcel 308

DEED
Hero Way

THE STATE OF TEXAS
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 **ABHIRAM GARAPATI and REKAH GARAPATI**, 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 0.144acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 308**);

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 Grantee's roadway improvements and related facilities.

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 by and through Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature pages follow]

GRANTOR:

Abhiram Garapati

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Abhiram Garapati, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Rekah Garapati

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2022 by ReKay Garapati, 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: