

REAL ESTATE CONTRACT

Hero Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JERRY WAYNE DROPTINI AND JAN DROPTINI** (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 0.424 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 319**);

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 TWO HUNDRED SEVEN ONE HUNDRED FORTY-THREE and 00/100 Dollars (\$207,143.00).

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 July 15, 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.

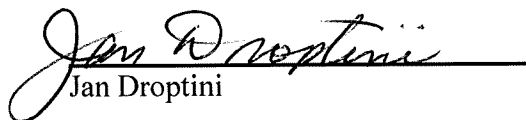
[signature page follows]

SELLER:


Jerry Wayne Droptini

Address: 2999 Hero Way
Leander TX


Date: 5 Jul 22


Jan Droptini

Date: 5 Jul 22

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Jul 13, 2022 08:08 CDT)
Bill Gravell, Jr.
County Judge

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

Date: Jul 13, 2022

EXHIBIT A

County: Williamson
Parcel: 319
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 319

METES & BOUNDS DESCRIPTION FOR A 0.424 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 4.95 ACRE TRACT OF LAND AS CONVEYED TO JERRY WAYNE DROPTINI AND JAN DROPTINI BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1919, PAGE 373 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.424 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 3/4-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northeast corner of the above described Droptini Tract, and at the northwest corner of a called 19.9973 acre tract of land described as Tract 6 as conveyed to JNK Properties 1, Ltd. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and described in Document Number 2004073246 of the Official Public Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 3/4-inch iron rod found on the south right-of-way line of said Hero Way, at an angle point of said JNK Tract 6, bears N 51°21'07" E a distance of 49.92 feet;

THENCE, with the east line of said Droptini Tract and the west line of said JNK Tract 6, S 20°46'53" E a distance of 92.46 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,229.21, E: 3,084,596.89) set for the southeast corner of the herein described tract, 213.00 feet right of FM 2243 baseline station 133+27.53, from which a 1/2-inch iron rod found at the southeast corner of said Droptini Tract, bears S 20°46'53" E a distance of 810.10 feet;

THENCE, over and across said Droptini Tract, S 75°22'22" W a distance of 131.91 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 213.00 feet right of FM 2243 baseline station 131+95.61;

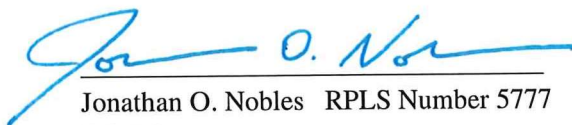
THENCE, continuing over and across said Droptini Tract, S 79°56'38" W a distance of 110.41 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said Droptini Tract and the east line of Lot 2, Block "A" of LIBERTY HEIGHTS, a subdivision as recorded in Document Number 2020092083 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 204.21 feet right of FM 2243 baseline station 130+85.56, from which a 1/2-inch iron rod found at the southeast corner of Lot 1, Block "A" of said LIBERTY HEIGHTS, bears S 21°00'17" E a distance of 698.94 feet;

THENCE, with the west line of said Droptini Tract and the east line of said Lot 2, N 21°00'17" W a distance of 56.79 feet to a 3/8-inch iron rod found on the south right-of-way line of said Hero Way at the northwest corner of said Droptini Tract and the northeast corner of said Lot 2, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found at the northwest corner of said Lot 1, bears S 68°57'52" W a distance of 369.96 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said Droptini Tract, N 68°59'05" E a distance of 239.86 feet to the **POINT OF BEGINNING** and containing 0.424 acre (18,469 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 May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


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



06/10/2022

Date

Client: Williamson County

Date: June 10, 2022

Project Number: 7473-00

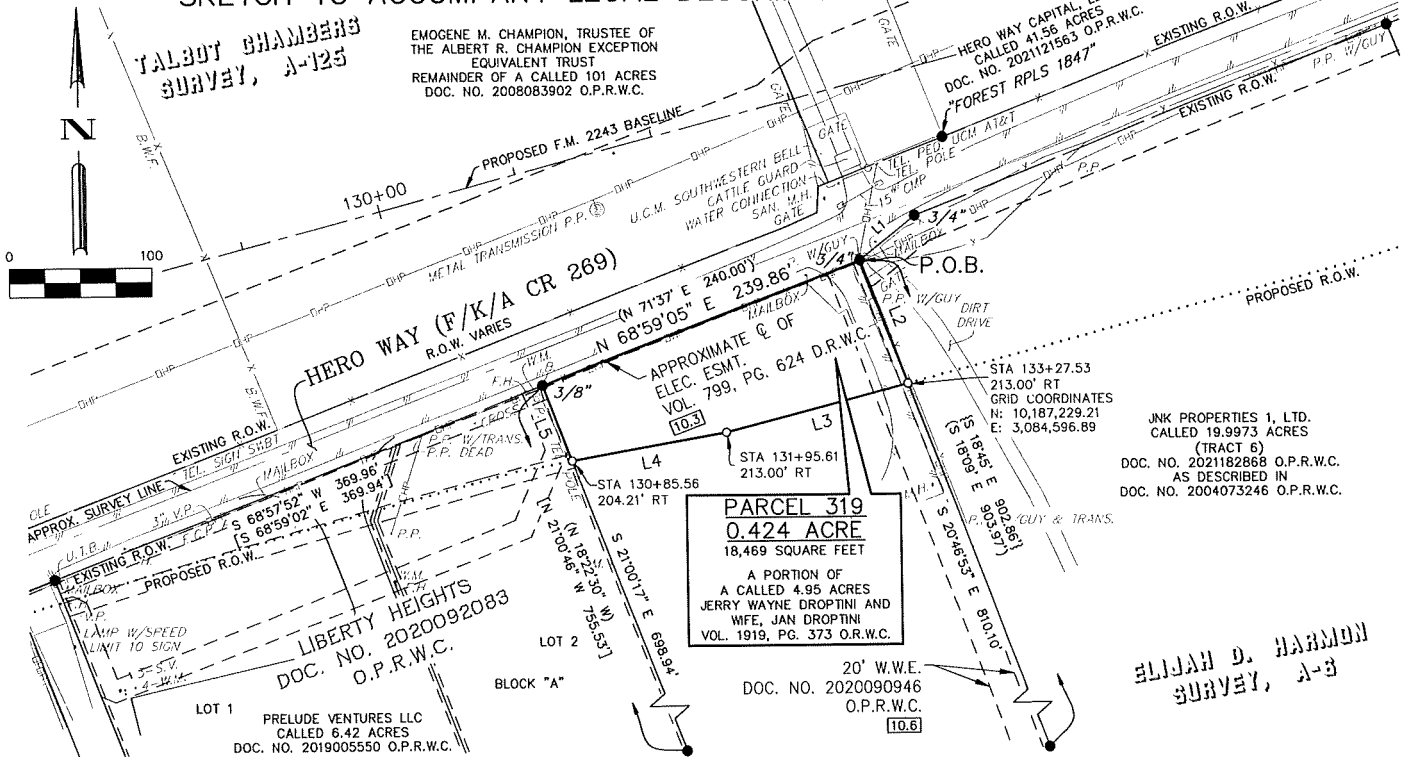
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION


TALBOT CHAMBERS
SURVEY, A-125

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION EXCEPTION
EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

HERO WAY CAPITAL, LLC
CALLED 41.56 ACRES
DOC. NO. 2021121563 O.P.R.W.C.
"FOREST RPLS 1847"



ELIJAH D. HARMON
SURVEY, A-3



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

PARCEL PLAT
SHOWING PARCEL 319
0.424 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS


Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/10/2022	3 of 5

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LEGEND

B.	BOLLARD
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.P.	GATE POST
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
W.W.E.	WASTEWATER EASEMENT
()	RECORD INFO FOR VOL. 1919, PG. 373 O.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2020092083 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004073246 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—y—	WIRE FENCE
—DHT—	OVERHEAD TELEPHONE
—(P)P—	OVERHEAD POWER
—H—	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 51°21'07" E	49.92'
L2	S 20°46'53" E	92.46'
L3	S 75°22'22" W	131.91'
L4	S 79°56'38" W	110.41'
L5	N 21°00'17" W	56.79'

 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 Copyright 2022			
PARCEL PLAT SHOWING PARCEL 319 0.424 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 06/10/2022	Page: 4 of 5

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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. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-157576, DATED EFFECTIVE DECEMBER 22, 2021 AND ISSUED ON JANUARY 6, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 809, PAGE 786, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.
- 10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS, ACTING THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 409, PAGE 383, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 624, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- 10.4 AN ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 806, PAGE 486, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE PLOTTED WITH INFORMATION CURRENTLY AVAILABLE.
- 10.5 A WASTEWATER UTILITY EASEMENT GRANTED TO PRELUDE VENTURES LLC AS DESCRIBED IN DOCUMENT NO. 2020060142, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.6 A WASTEWATER UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2020090946, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



06/10/2022

Jonathan O. Nobles
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

 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 <small>Copyright 2022</small>			
PARCEL PLAT SHOWING PARCEL 319 0.424 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 06/10/2022	Page: 5 of 5