

REAL ESTATE CONTRACT
CR 258 Right of Way—Parcel 24

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between MARION SHIPMAN (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 0.917 acre (39,935 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 24**);

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”, and any damage to or cost to cure the remaining property of Seller shall be the sum of ONE HUNDRED FORTY-EIGHT THOUSAND and 00/100 Dollars (\$148,000.00).

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 Independence Title Company on or before March 31, 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 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 Title Company to issue 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. Agricultural roll-back taxes, if any, 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.

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:

Marion Shipman
Marion Shipman

Address: P.O. Box 1119
Cedar Park, Tx 78630

Date: 2-12-2020

PURCHASER:

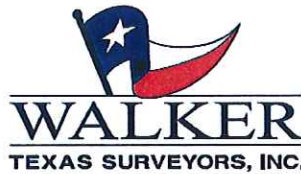
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT "A"



P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

**0.917 ACRE RIGHT-OF-WAY PARCEL NO. 24
MARION SHIPMAN
B. MANLOVE SURVEY, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.917 ACRES (APPROXIMATELY 39,935 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 3.4073 ACRE TRACT CONVEYED TO MARION SHIPMAN IN A GENERAL WARRANTY DEED DATED SEPTEMBER 25, 2013 AND RECORDED IN DOCUMENT NO. 2013092374 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.917 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the 1/2" iron rod found in the existing south right-of-way line of County Road 258 (right-of-way width varies), for the northwest corner of the said 3.4073 acre tract, being the northeast corner of an 8.61 acre tract described in Volume 1456, Page 153 of the Official Records of Williamson County, Texas, conveyed to Robert V. Phillips and Doretha B. Phillips in a deed recorded in Document No. 2001071141 of the Official Public Records of Williamson County, Texas, from which a 1/2" iron rod found at an angle point in the existing south right-of-way line of County Road 258, being the north line of the said 8.61 acre tract, bears South 65°37'49" West, a distance of 28.64 feet;

THENCE with the south right-of-way line of County Road 258, being the north line of the said 3.4073 acre tract, the following two (2) courses and distances:

1. North 63°20'02" East, a distance of 553.67 feet to a 1/2" iron rod found;
2. North 40°57'48" East, a distance of 88.15 feet to a 1/2" iron rod found for the intersection of the south right-of-way line of County Road 258 and the west right-of-way line of Ronald Reagan Boulevard North (right-of-way width varies) described in Document No. 2004049203 of the Official Public Records of Williamson County, Texas, the northeast corner of the said 3.4073 acre tract and the northeast corner of the herein described tract of land;

THENCE South 78°45'38" East, with west right-of-way line of Ronald Reagan Boulevard North, being the east line of the said 3.4073 acre tract, a distance of 49.64 feet to a 1/2" iron rod with "Walker 5283" cap set in the proposed south right-of-way line of County Road 258 for the southeast corner of the herein described tract of land, from which a 1/2" iron rod found at an angle point in the west right-of-way line of Ronald Reagan Boulevard North, being the east line of the said 3.4073 acre tract, bears South 78°45'38" East, a distance of 42.23 feet;

THENCE crossing the said 3.4073 acre tract with the proposed south right-of-way line of County Road 258, with a curve to the right, having a radius of 1260.18 feet, a delta angle of 31°19'18", an arc length of 688.90 feet, and a chord bearing South 58°40'45" West, a distance of 680.35 feet to a 1/2" iron rod with "Walker 5283" cap set in the west line of the said 3.4073 acre tract, being the east line of the said 8.61 acre tract, for the southwest corner of the herein described tract of land, from which a calculated point in the east line of the said 8.61 acre tract at a common corner of the said 3.4073 acre tract and a 26.40 acre tract conveyed to Santa Rita Commercial, LLC in a deed recorded in Document No. 2014012340 of the Official Public Records of Williamson County, Texas, bears South 22°33'21" East, a distance of 127.64 feet, and from said calculated common corner, a 3/8" iron rod found at the southeast corner of the said 8.61 acre tract bears South 22°33'21" East, a distance of 9.85 feet and South 22°33'51" East, a distance of 115.30 feet;

THENCE North 22°33'21" West, with the west line of the said 3.4073 acre tract, being the east line of the said 8.61 acre tract, a distance of 52.29 feet to the **POINT OF BEGINNING**, containing 0.917 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075029-PARCEL 24.

Ch.G.W. 11.26.14

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.917 ACRES (APPROXIMATELY 39,935 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 3.4073 ACRE TRACT CONVEYED TO MARION SHIPMAN IN A GENERAL WARRANTY DEED DATED SEPTEMBER 25, 2013 AND RECORDED IN DOCUMENT NO. 2013092374 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE	BEARING	DISTANCE
L1	N40°57'48"E	88.15'
	(N41°02'28"E)	(88.15)'
L2	S78°45'38"E	49.64'
L3	N22°33'21"W	52.29'
L4	S78°45'38"E	42.23'
L5	S22°33'21"E	127.64'
L6	S22°33'21"E	9.85'
L7	S22°33'51"E	115.30'
	(S20°44'E)	(115.28)
L8	N22°33'21"W	189.78'
	(N20°43'30"E)	(189.75)'
L9	S65°37'49"W	28.64'
	(S67°16'W)	(28.70)'
L10	S78°45'38"E	91.87'
	(S78°50'37"E)	(91.88)'
	[S78°43'44"E]	[91.62]'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	1260.18'	31°19'18"	688.90'	S58°40'45"W	680.35'

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999860020
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00014
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: 11/26/14
DRAWING NO.: 075029-PARCEL 24
PROJECT NO.: 075029
DRAWN BY: CWW
PAGE 3 OF 4

LEGEND	
○	1/2" IRON ROD WITH "WALKER 5283" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● HAYNIE	1/2" IRON ROD WITH "HAYNIE" CAP FOUND
△	CALCULATED POINT
▲	NAIL FOUND
()	RECORD INFORMATION
[]	RECORD INFORMATION FROM DOC. 2004049203
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



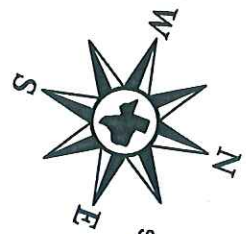
B. MANLOVE SURVEY
ABS. 417

LOT B
KUJAWA SUBDIVISION
(2005000982)
O.P.R.W.C.T.
(Z/351-352)
P.R.W.C.T.

R.O.W. DEDICATED
(2005000982)
(Z/351-352)

MARION SHIPMAN
88.6365 ACRES
(2013092374)
O.P.R.W.C.T.

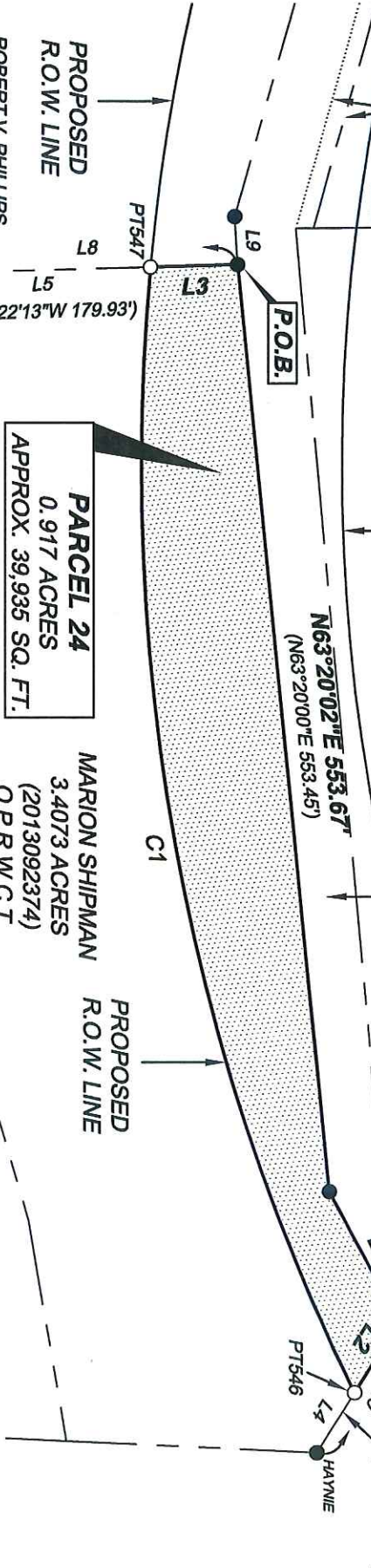
COUNTY ROAD 258
(R.O.W. WIDTH VARIES)



SCALE: 1" = 100'

R.O.W. DEDICATED
30.249 AC.
(2004049203)

RONALD REAGAN BOULEVARD NORTH
(R.O.W. WIDTH VARIES)
(2004049203) O.P.R.W.C.T.



PARCEL 24
0.917 ACRES
APPROX. 39,935 SQ. FT.

MARION SHIPMAN
3.4073 ACRES
(2013092374)
O.P.R.W.C.T.

PROPOSED
R.O.W. LINE

ROBERT V. PHILLIPS
AND DORETHA B. PHILLIPS
8.61 ACRES
(2001071141)
O.P.R.W.T.C.T.

PROPOSED
R.O.W. LINE

SANTA RITA COMMERCIAL, LLC
26.40 ACRES
(2014012340)
O.P.R.W.C.T.

PT 547
N: 10222448.29
E: 3078858.91
(SURFACE)
N: 10221017.35
E: 3078427.93
(GRID)

PT 546
N: 10222801.96
E: 3079440.11
(SURFACE)
N: 10221370.97
E: 3079009.05
(GRID)

THIS SURVEY WAS PERFORMED WITHOUT
BENEFIT OF A TITLE COMMITMENT AND NO
TITLE SEARCH WAS PERFORMED BY THE
SURVEYOR. THERE MAY BE EASEMENTS OR
OTHER INSTRUMENTS PERTAINING TO THIS
PROPERTY THAT ARE NOT SHOWN HEREON.

DRAWING NO.: 075029-PARCEL 24
PAGE 4 OF 4



Call me 11.26.14



EXHIBIT "B"

Parcel 24

DEED

County Road 258 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 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 MEN BY THESE PRESENTS:

That MARION SHIPMAN, 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:

All of that certain 0.917 acre (39,935 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**);

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.

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
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: