## **REAL ESTATE CONTRACT**

Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between LARRY JOHN MATL (referred to in this Contract as "Seller", whether one or more) 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 0.936 acre (40,764) square foot) tract of land, out of and situated in the J.J. Stubblefield Survey, Abstract No. 562, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (<u>Parcel 74</u>); and

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 and fixtures situated on and attached to the Property described herein not otherwise 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 portion of the Property described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED THIRTY and 00/100 Dollars (\$144,430.00).

## Special Provisions and Additional Consideration

2.02. As Additional Consideration for the Purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall not remove or otherwise impair continued service from the existing water well within the Property before November 15<sup>th</sup>, 2021, subject to extensions from Purchaser in writing.

## Payment of Purchase Price

2.03. 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

- 4.01. 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 knowledge:
- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;
  - 4.02. The Property 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 August 15, 2021 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 Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to Purchaser in and 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 to Purchaser shall be in the form as shown in Exhibit "B" attached hereto.
- (3) 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".
  - (4) Deliver to Purchaser possession of the Property.

## 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, but shall otherwise remain the obligation of Seller to satisfy. 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, which directly result from this Contract 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.

## 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 the Williamson County commissioners' court, 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.

[signatures follow]

SELLER:	
Larry J. Mall Larry Bannon Viatl	Address: 1200 FM 3349
	Taylor, TX 76574-7208
Date: 7/21/2021	
PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr. County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626
Date:	

County: Williamson

Parcel: 74 Project: FM 3349 April 21, 2021 Page 1 of 4

## 

DESCRIPTION OF A 0.936 ACRE (40,764 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.65 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO LARRY JOHN MATL RECORDED IN VOLUME 1276, PAGE 612 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DEPICTED ON LARRY JOHN MATL, TRACT 1, SUBDIVISION OF RECORD IN CABINET G, SLIDE 329-330 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.936 ACRE (40,764 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,170,776.36, E=3,192,683.29 TxSPC Zone 4203) set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said 5.65 acre tract, same being in the southerly boundary line of that called 224.42 acre tract of land described in Special Warranty Deed to Hutto Economic Development Corporation Type B recorded in Document No. 2018036400 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and POINT OF BEGINNING of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 5.65 acre tract, being the southerly boundary line of said 224.42 acre tract, same being an ell corner in the northerly boundary line of the remainder of that called 4½ acre tract of land (Parcel Number One, First Tract) described in Executor's Deed to Cynthia D. Krueger recorded in Document No. 2015046325 of the Official Public Records of Williamson County, Texas, bears N 82°43'15" W, at a distance of 1,127.17 feet;

- 1) THENCE, departing said proposed westerly ROW line, with the northerly boundary line of said 5.65 acre tract, same being the southerly boundary line of said 224.42 acre tract, S 82°43'15" E, for a distance of 154.10 feet to a 1/2" iron rod with plastic cap stamped "SAM INC" found in the existing westerly ROW line of said F. M. 3349 (100' ROW width), being the southeasterly corner of said 224.42 acre and the northeasterly corner of said 5.65 acre tract, same being in the westerly line of that called 2.8485 acre tract of land described in Deed to the State of Texas recorded in Volume 673, Pg. 213 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which, a broken TxDOT Type 1 monument found, being an angle point in the common line of said existing westerly ROW line and said 224.42 acre tract, same being the west line of said 2.8485 acre ROW tract, bears N 07°39'54" E, at a distance of 3.04 feet;
- 2) THENCE, with said existing westerly ROW line, same being the westerly line of said 2.8485 acre ROW tract and partially with the westerly line of that called 4.1049 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, also being the easterly boundary line of said 5.65 acre tract, S 07°39'54" W, at a distance of approximately 240 feet, pass the common corner of said 2.8485 acre and said 4.1049 acre ROW tracts, and continuing for a total distance of 246.86 feet to the calculated southeasterly corner of said 5.65 acre tract, same being the northeasterly corner of the remainder that called 75 acre tract of land (Parcel Number One, Third Tract) described in said Executor's Deed to Cynthia D. Krueger, for the southeasterly corner of the herein described parcel;

County: Williamson

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- 3) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said 5.65 acre tract and said remainder of the 75 acre tract, **N 82°50'51" W**, for a distance of **175.93** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of F. M. 3349, for the southwesterly corner of the herein described parcel, and from which, a calculated angle point in said common boundary line, bears N 82°50'51" W, at a distance of 486.76 feet;
- 4) THENCE, departing said remainder of the 75 acre tract, with said proposed westerly ROW line, through the interior of said 5.65 acre tract, N 12°42'24" E, for a distance of 248.36 feet to the POINT OF BEGINNING, containing 0.936 acre, (40,764 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M Stephen Truesdale

Registered Professional Land Surveyor No. 4933

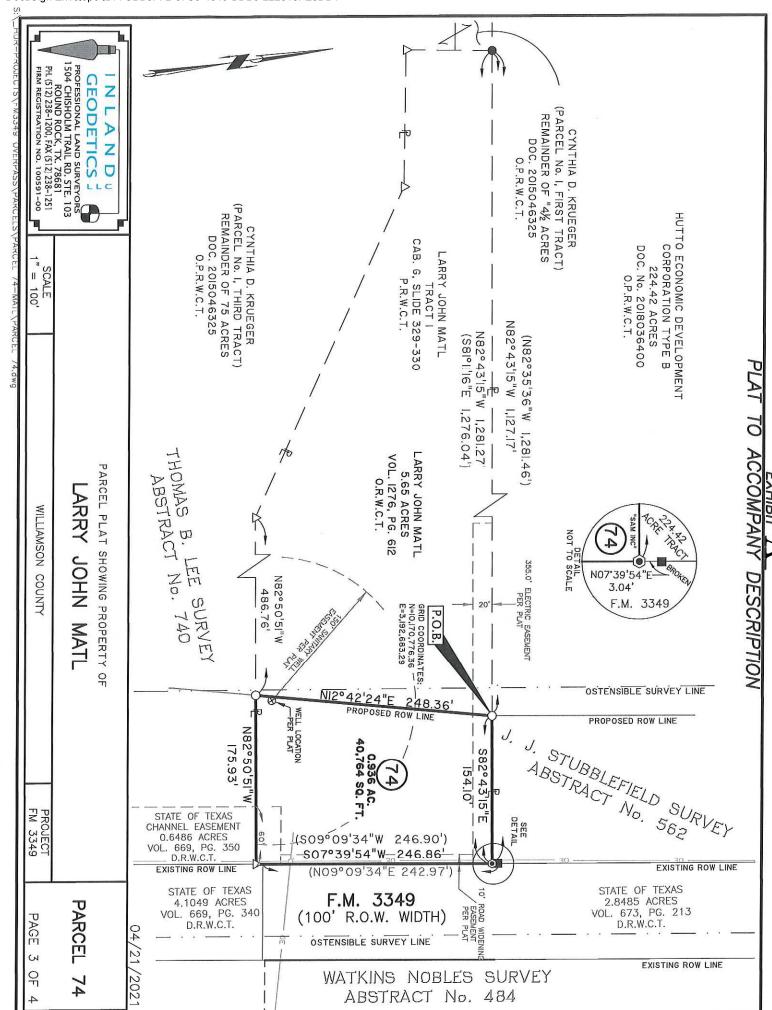
Licensed State Land Surveyor

Inland Geodetics, LLC

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

Date



FIRM REGISTRATION NO. 100591-00

1504 CHISHOLM TRAIL ROAD, SUITE 103

**TEXAS 7868**I

ROUND ROCK,

INLAND GEODETICS, LLC

LICENSED STATE LAND SURVEYOR

GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 29, 2020, ISSUE DATE OCTOBER 7, 2020. THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056209-KFO, ISSUED BY TITLE RESOURCES

RESTRICTIVE COVENANTS: CABINET G, SLIDE 329, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO

PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO. IOA. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET G, SLIDE 329, OF THE

B. WATER LINES TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 612, OF DESCRIPTION CAN NOT BE LOCATED. THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS

AFFECTS AS SHOWN. CHANNEL OR DRAINAGE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 350, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, PARTIALLY PUBLIC RECORDS OF

D. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-8BB RECORDED IN DOCUMENT NO. 2019035425, OF THE OFFICIAL WILLIAMSON COUNTY, TEXAS, SUBJECT TO. HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND

SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A

OFESSION

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

DATE

M. STEPHEN TRUESDALE

hen

PARCEL

04/21/2021

COURT WATER TO SEE THE COURT OF /4.dwg

" = 100' SCALE 1504 CHISHOLM TRAIL RD. STE. 103 PROFESSIONAL LAND SURVEYORS

ROUND ROCK, TX. 78681 238-1200, FAX (512) 238-1251

GEODETICS 2 NLANDO

IRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF ARRY JOHN MATL

WILLIAMSON COUNTY

FM 3349 TROJECI

PAGE 4 OF

## EXHIBIT "B"

Parcel 74

#### **DEED**

Southeast Loop (Corridor A1) 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 BY THESE PRESENTS:

That LARRY JOHN MATL, a single person, 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 0.936-acre (40,764 Sq. Ft.) tract of land in the J.J. Stubblefield Survey, Abstract No. 562, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 74**)

**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 of Southeast Loop/Corridor A1.

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 pages follow]

GRANTOR:		
Larry John Matl		
<u>ACKNOWLEDGMENT</u>		
STATE OF TEXAS	<b>§</b>	
COUNTY OF	\{\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
This instrument was acknown 2021 by Larry John Matl, in the control of the contro	owledged before me on this the day of, 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 ADDRE	SS: Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626	
AFTER RECORDING RETUR	N TO:	