

REAL ESTATE CONTRACT

CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HUGH W. BIERBOWER AND MARIE A. HAMILTON** (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 0.279-acres (11,907 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 48**):

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 AND ADDITIONAL COMPENSATION**

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibits "A & B" shall be the sum of TWENTY-SEVEN THOUSAND and 00/100 Dollars (\$27,000.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of EIGHT THOUSAND TWO HUNDRED TEN and 00/100 Dollars (\$8,210.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of the 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 the 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 December 22, 2023, 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 the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property 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.
- (d) It is expressly understood and agreed that the seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(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 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 permanent interests being conveyed in 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 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 and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee 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 for by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by the 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.

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 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 CR 255 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.

SELLERS:



Hugh W. Bierbower

Address: 650 C. R. 289

GEORGETOWN TX 78633

Date: 11-28-23



Marie A. Hamilton

Date: 11-28-23

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

**0.273 ACRE RIGHT-OF-WAY PARCEL NO. 48
HUGH W. BIERBOWER AND MARIE A. HAMILTON
PORTION OF
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 0.279ACRES (APPROXIMATELY 11,907 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 15, BIG VALLEY SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "E", SLIDE 337-339, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.273 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, the Northeast corner of said Lot 15, a called 11.15 acre tract, the Southeast corner of that certain called 3.0 acre tract as conveyed in the deed to Steven A. Tomlinson, Jr. filed of record in document number 2017004586, Official Public Records, Williamson County, Texas a ½ inch iron rod found in the West right of way line of South County Road 289 (variable width right-of-way);

THENCE South 21°30'21" East with the East line of said Lot 15, a called 11.15 acre tract and the West right-of-way line of said South County Road 289 a distance of 407.57 feet to the Southeast corner of the herein described tract, the southeast corner of said Lot 15, the intersection of the West right of way line of said County Road 289 and the North right of way line of Big Valley Spur;

THENCE South 72°30'13" West with the south line of said Lot 15, a called 11.15 acre tract and the North right of way line of said Big Valley Spur, a distance of 41.11 feet to the Southwest corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" from which a 1/2 inch iron rod found at the southwest corner of said Lot 15 tract bears South 72°30'13" West a distance of 1211.70 feet;

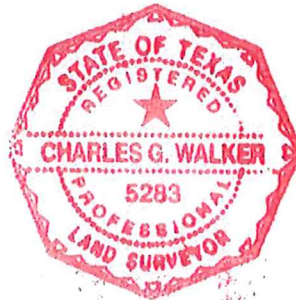
THENCE in a Northwesterly direction across said called 11.15 acre tract with a curve to the right an arc distance of 145.34 feet (having a radius of 6,568.00 feet, a chord bearing of North 18°05'56" West, a chord distance of 145.34 feet, a delta angle of 1°16'04") to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" at the point of reverse curvature;

THENCE in a northwesterly direction across said called 11.15 acre tract with a curve to the left an arc distance of 260.62 feet (having a radius of 6,432.00 feet, a chord bearing of North 18°37'33" West, a chord distance of 260.61 feet, a delta angle of 2°19'18") to the northwest corner of the herein described tract, set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Lot 15 called 11.15 acre tract and the South line of said Tomlinson called 3.0 acre tract from which a bent 3/8 inch iron rod found at the northwest corner of said Lot 15 bears South 70°27'09" West a distance of 1,243.56 feet;

THENCE North 70°27'09" East with the North line of said Lot 15, a called 11.15 acre tract and the South line of said Tomlinson tract a distance of 19.29 feet to the POINT OF BEGINNING and containing 0.273 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-02-PARCEL 48.

Charles G. Walker Date: October 27, 2023
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 0.273 ACRES (APPROXIMATELY 11,907 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 15, BIG VALLEY SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "E", SLIDE 337-339, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

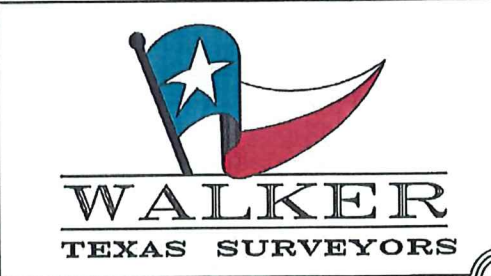
Surveyor's Notes:

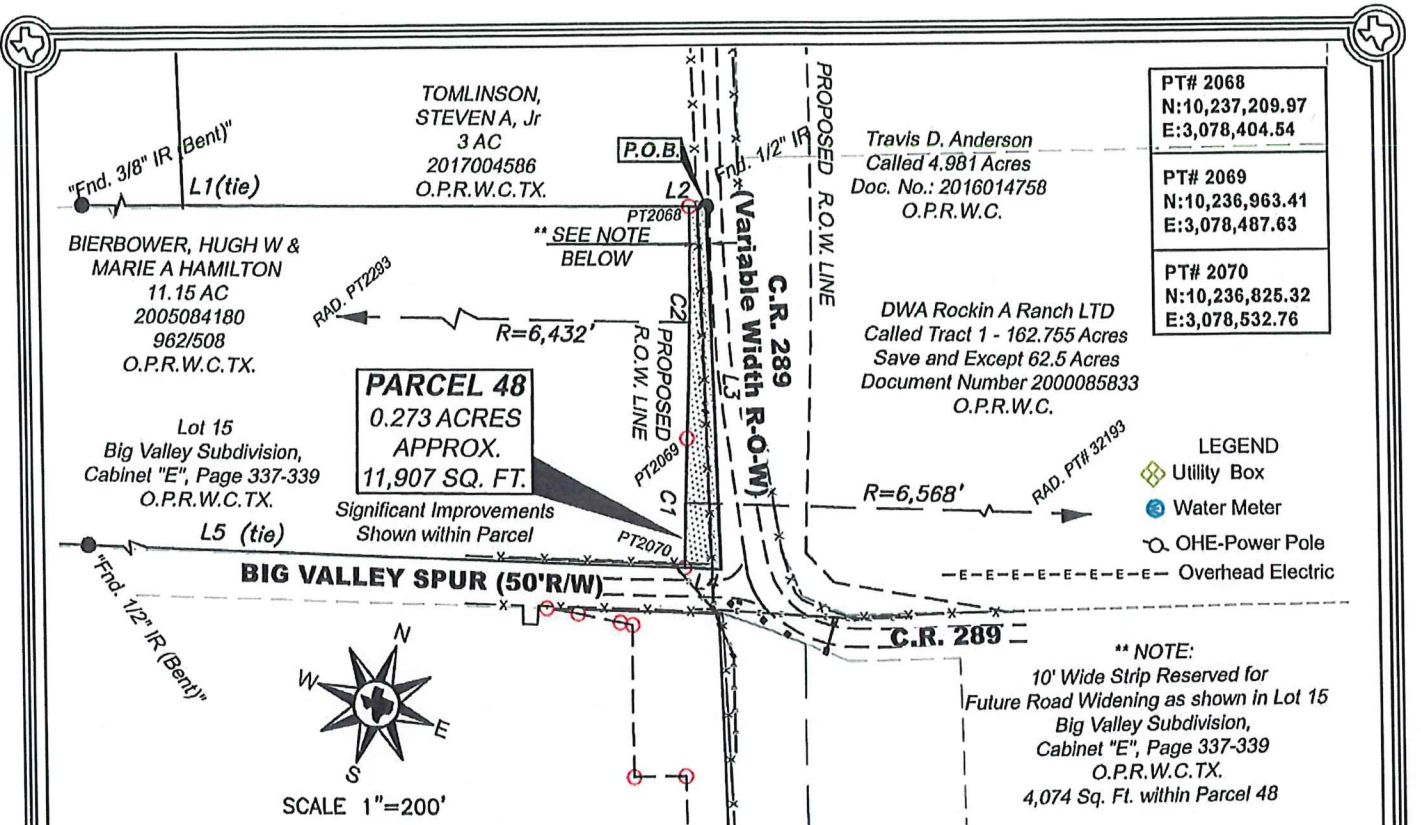
Only those easements and that information listed in Title Commitment File No. GT2301765 issued by Texan Title Insurance Company on May 24, 2023, 8:00am, with an effective date of May 18, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10.0

- a. A 50' front building setback line and a 20" side building setback line as per plat recorded in Cabinet E, Slides 337=339, Plat Records, Williamson County, Texas. (Does affect per plat)
- b. A 5' public utility easement along all sides of all lots as per plat recorded in Cabinet E, Slides 337=339, Plat Records, Williamson County, Texas. (Does affect per plat)
- c. A 10' surface drainage easement along all sides of all lots as per plat recorded in Cabinet E, Slides 337=339, Plat Records, Williamson County, Texas. (Does affect per plat)
- g. Telephone Company Right of Way Easement dated January 1, 1981, executed by Mr. William Daniels and Lora Mae Anderson to Mid-Sale Telephone Company, recorded in Volume 826, Page 349, Deed Records, Williamson County, Texas. (Does affect)
- h. Easement dated December 9, 1983, executed by Ralph L. Stapper and John Stapper to Pedernales Electric Cooperative, Inc., recorded in Volume 963, Page 256, Deed Records, Williamson County, Texas. (Does affect)
- i. Utility Easement dated October 3, 2014, executed by HughW. Bierbower and Marie A. Hamilton to Pedernales Electric Cooperative, Inc., recorded under Document No. 2014083543, Official Records, Williamson County, Texas. (Does affect)

<u>LEGEND</u>	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● _{M-H-S}	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
()	RECORD INFORMATION





CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	6568.00'	145.34'	145.34'	N 18°05'56" W	1°16'04"
C2	6432.00'	260.62'	260.61'	N 18°37'33" W	2°19'18"

LINE	BEARING	DISTANCE
L1	S 70°27'09" W	1243.56'
L2	N 70°27'09" E	19.29'
L3	S 21°30'21" E	407.57'
L4	S 72°30'13" W	41.11'
L5	S 72°30'13" W	1211.70'
L6	S 71°54'04" W	6568.00'
L7	N 71°22'27" E	6432.00'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

[Signature]

CHARLES G. WALKER, TX. RPLS # 5283.



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: October 27, 2023
DRAWING NO.: 0750504-02-PARCEL 48
PROJECT NO.: 0750504
DRAWN BY: MLH
PAGE 4 OF 4

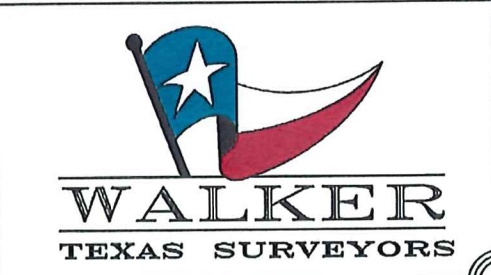


Exhibit "B"

Parcel 5

DEED
County Road 255 Right of 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 **HUGH W. BIERBOWER and MARIE A. HAMILTON**, 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(s) or parcel(s) 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 0.279-acre (11,907 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 48**)

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 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 Grantee's roadway facilities and all related appurtenances.

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 _____, 2023.

[signature page follows]

GRANTOR:

HUGH W. BIERBOWER

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2023 by HUGH W. BIERBOWER in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

GRANTOR:

MARIE A. HAMILTON

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by MARIE A. HAMILTON 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: