

REAL ESTATE CONTRACT
CR 255 + Ronald Reagan Blvd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ELVIN R. HALL and DONNA K. HALL** (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 0.2428-acre (10,576 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 10P3**);

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 Property identified in Exhibits "A" shall be the sum of THIRTY-TWO THOUSAND SIXTEEN and 00/100 Dollars (\$37,016.00).

Payment of Purchase Price

2.03. 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 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 Longhorn Title Company on or before June 30, 2024, 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.

(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, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple 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.

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 and Additional Compensation to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property after June 15, 2024, for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 and/or Ronald Reagan Boulevard 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.

SELLER:

Elvin R. Hall
Elvin R. Hall

Address: 26225 Ronald Reagan Blvd.
Georgetown, TX 78633

Date: 5-28-24

Donna K. Hall
Donna K. Hall

Date: 5-28-24

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
[County Judge Bill Gravell, Jr. \(Jun 5, 2024 11:39 CDT\)](#)
Bill Gravell, Jr.
County Judge

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

Date: Jun 5, 2024

DEED

Ronald Reagan Blvd. 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 **ELVIN R. HALL and DONNA K. HALL** 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 0.2428-acre (10,576 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-3", attached hereto and incorporated herein (**Parcel 10P3**)

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 _____, 2024.

[signature page follows]

GRANTOR:

Elvin R. Hall

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

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This instrument was acknowledged before me on _____, 2024 by Elvin R. Hall, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Donna K. Hall

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

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This instrument was acknowledged before me on _____, 2024 by Donna K. Hall, 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:

County: Williamson
Parcel: 10 Part 3 – Elvin R. & Donna K. Hall
Highway: Ronald Reagan Boulevard

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2428 OF ONE ACRE (10,576 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 42.807 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO ELVIN R. & DONNA K. HALL, RECORDED IN VOLUME 2530, PAGE 362 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), SAID 0.2428 OF ONE ACRE (10,576 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped “QUICK INC RPLS 6447” found**, 266.36 feet Left of Ronald Reagan Baseline Station 748+96.72 for a re-entrant corner of the remainder of said 42.807 acre tract and the common Southwest corner of a called 47.21 acre tract of land described in a Special Warranty Deed to ATXC Ronald Reagan, LLC recorded in Document No. 2023040825 of said O.P.R.W.C.T., also being in the proposed North Right-of-Way (ROW) line of Ronald Reagan Boulevard, (Grid Coordinates: N=10,236,883.70, E=3,081,066.90);

- 1) **THENCE North 69°41'47” East** with the Southerly common line of the remainder of said 42.807 acre tract and of said 47.21 acre tract, also being with the proposed North ROW line of said Ronald Reagan Boulevard, a distance of **333.82** feet to a 1/2-inch rebar with aluminum cap stamped “WILLIAMSON COUNTY” set in the existing North ROW line of Ronald Reagan Boulevard (Variable Width ROW), 183.59 feet Left of Ronald Reagan Baseline Station 752+20.12;

THENCE with a Southeasterly line of the remainder of said 42.807 acre tract and the common existing North ROW line of said Ronald Reagan Boulevard, the following two (2) courses and distances:

- 2) **South 58°39'04” West** a distance of **259.46** feet to a 1/2-inch rebar with aluminum cap stamped “WILLIAMSON COUNTY” found*, 198.57 feet Left of Ronald Reagan Baseline Station 749+61.09; and
- 3) **South 69°43'57” West**, a distance of **91.80** feet to a 1/2-inch rebar found**, 221.39 feet Left of Ronald Reagan Baseline Station 748+72.17, for a Southeast corner of the remainder of said 42.807 acre tract;



County: Williamson
Parcel: 10 Part 3 – Elvin R. & Donna K. Hall
Highway: Ronald Reagan Boulevard

- 4) **THENCE North 06°01'40" West** over and across the remainder of said 42.807 acre tract, a distance of **51.23** feet to the **POINT OF BEGINNING**, containing 0.2428 of one acre (10,576 Square Feet) of land more or less.

**To be replaced with a 1/2-inch rebar with cap stamped " LSI SURVEY"*

***To be replaced with a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY"*

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

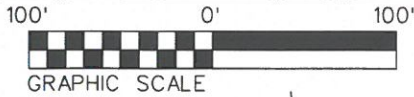
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED
FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED
OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



PLAT TO ACCOMPANY PARCEL DESCRIPTION



THEOPHILUS W. MEDCALF SURVEY
ABSTRACT No. 412

ATXC RONALD REAGAN, LLC
(47.21 ACRES)
DOC. NO. 2023040825
O.P.R.W.C.T.

ELVIN R. & DONNA K. HALL
REMAINDER (42.807 ACRES)
VOL. 2530, PG. 362
O.R.W.C.T.

WILLIAMSON COUNTY
(0.3464 OF ONE ACRE)
DOC NO. 2024017075
O.P.R.W.C.T.

STA 752+20.12
OFF 183.59' LT

10 PART 3

N69°41'47"E 333.82'

S58°39'04"W
259.46'

EXISTING R.O.W. LINE

POB
GRID COORDINATES
N 10,236.883.70
E 3,081.066.90
STA 748+96.72
OFF 266.36' LT

QUICK INC.
RPLS 6447

WILLIAMSON COUNTY
(0.366 OF ONE ACRE)
DOC NO. 2006022419
O.P.R.W.C.T.

STA 748+72.17
OFF 221.39' LT

STA 749+61.09
OFF 198.57' LT

RONALD REAGAN BLVD
(R.O.W. VARIES)

RONALD REAGAN
BASELINE

WILLIAMSON COUNTY
(2.499 ACRES)
DOC NO. 2006022419
O.P.R.W.C.T.

750.00

EXISTING R.O.W. LINE

WILLIAMSON COUNTY
(0.0607 OF ONE ACRE)
DOC NO. 2024017075
O.P.R.W.C.T.

EXISTING R.O.W. LINE

| LINE DATA | | |
|-----------|--------------|--------|
| LINE | BEARING | LENGTH |
| L1 | S69° 43'57"W | 91.80' |
| L2 | N06° 01'40"W | 51.23' |

*TO BE REPLACED WITH A 1/2-INCH REBAR WITH CAP STAMPED "LSISURVEY"
**TO BE REPLACED WITH A 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

ELVIN R. & DONNA K. HALL

04/17/2024

PARCEL 10
PART 3
0.2428 ACRES
10,576 Sq. Ft.

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 3 OF 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- △ CALCULATED POINT
- 1/2-INCH REBAR FOUND
(UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR WITH ALUMINUM
CAP STAMPED "WILLIAMSON COUNTY" SET
(UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR FOUND WITH CAP
STAMPED "QUICK INC. RPLS 6447"
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- () RECORD INFORMATION
- P— PROPERTY LINE

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].
2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

FRANK W. FUNK DATE
RPLS 6803

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
ELVIN R. & DONNA K. HALL

04/17/2024
PARCEL 10
PART 3
0.3464 ACRES
15,091 Sq. Ft.

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

SHEET 4 OF 4