

REAL ESTATE CONTRACT

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BEVERLY TESTON, (referred to in this Contract as "Seller") and the County of Williamson (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 of land described as follows:

LOT 21, BLOCK 4, NORTHRIDGE ACRES REVISED, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF FILED IN CABINET A, SLIDE 334, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (the "Property").

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"), together with any improvements, fixtures, and personal property situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Amount of Purchase Price

2.01. The purchase price for the Property shall be the sum of Ten Thousand and no/100 Dollars (\$ 10,000.00.).

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.)

Preliminary Title Commitment

3.02. Within fifteen (15) days after the date hereof, Seller, at Purchaser's sole cost and expense, shall have caused the title company to issue a preliminary title report (the "Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property. Purchaser shall give Seller written notice on or before the expiration of thirty (30) days after Purchaser receives the Title Commitment that the condition of title as set forth in the Title Commitment is or is not satisfactory, and in the event Purchaser states that the condition is not satisfactory, Seller shall promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Purchaser. In the event Seller is unable to do so within thirty (30) days after receipt of written notice, Purchaser may terminate this Contract and it shall thereupon be null and void for all purposes and the Escrow Deposit shall be forthwith returned by the title company to Purchaser, as provided in Article VII. Purchaser's failure to give Seller this written notice shall be deemed to be Purchaser's acceptance of the Title Commitment.

Survey

3.03. Within forty-five (45) days from the date hereof, Purchaser, at Purchaser's sole cost and expense, shall cause to be delivered a current plat of survey of the Property, prepared by a duly licensed Texas land surveyor. The survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property and shall set forth the number of total acres comprising the Property, together with a metes and bounds description thereof.

If any portion of the survey is unacceptable to Purchaser, then Purchaser shall give Seller written notice of this fact. Seller shall promptly undertake to eliminate or modify all the unacceptable portions to the reasonable satisfaction of Purchaser. In the event Seller is unable to do so within thirty (30) days after receipt of written notice, Purchaser may terminate this Contract, and the Contract shall thereupon be null and void for all purposes and the Escrow Deposit shall be returned by the title company to Purchaser, as provided in Article VII. Purchaser's failure to give Seller this written notice shall be deemed to be Purchaser's acceptance of the survey.

New Surveys and Tests

3.04. Within one hundred and eighty (180) days after the date hereof, Purchaser is granted the right to conduct engineering

surveys, environmental surveys, feasibility studies of the Property, and any and all other surveys or studies deemed necessary to Purchaser, and in this connection Purchaser or Purchaser's designated agents may enter upon the premises for purposes of soil analysis, core drilling, or other tests which may be deemed necessary to Purchaser or Purchaser's engineer. If it should be determined by Purchaser in Purchaser's sole judgment that the Property is not suitable for the intended purposes, then and in this event, Purchaser may, on written notice to Seller received prior to one hundred and eighty (180) days from the date hereof, terminate this Contract and it shall be null and void for all purposes and the Escrow Deposit shall be forthwith returned by the title company to Purchaser, as provided in Article VII. If the written notice is not received within this one hundred and eighty (180) day period, the condition shall be deemed to be acceptable and any objection thereto shall be deemed to have been waived for all purposes.

Feasibility of Intended Project

3.05. Within one hundred and eighty (180) days after date hereof Purchaser is granted the right to determine the feasibility of the project for which the Property is intended. If it should be determined by Purchaser in Purchaser's sole judgment that the project for which the Property is intended is not feasible, then and in this event, Purchaser may, on written notice to Seller received prior to one hundred and eighty (180) days from the date hereof, terminate this Contract and it shall be null and void for all purposes and the Escrow Deposit shall be forthwith returned by the title company to Purchaser, as provided in Article VII. If the written notice is not received within this one hundred and eighty (180) day period, the condition shall be deemed to be acceptable and any objection thereto shall be deemed to have been waived for all purposes.

Miscellaneous Conditions

3.06. 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:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(2) There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority;

(3) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

(4) The Property has full and free access to and from public highways, streets or roads and, to the best knowledge and belief of Seller, there is no pending or threatened governmental proceeding that would impair or result in the termination of this access.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Alamo Title, Round Rock office, on or before one hundred and eighty (180) days from the effective date hereof, or at such time, date, and place as Seller and Purchaser may agree upon (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 General Warranty Deed conveying good and marketable title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, 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) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Alamo Title, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title 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;" 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.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall 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. All special taxes or assessments to the closing date shall be paid by Seller. 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 VII
ESCROW DEPOSIT**

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Alamo Title the sum of One Hundred Dollars (\$100.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided in Article IX hereof. At the closing, the Escrow Deposit shall be paid over to

Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit (less \$100.00) shall be forthwith returned by the title company to Purchaser. Seller shall have the right to retain the aforesaid \$100.00 as independent consideration for entering into this Contract.

ARTICLE VIII 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; (2) request that the Escrow Deposit shall be forthwith returned by the title company to Purchaser; or (3) bring suit for damages against Seller.

ARTICLE IX 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 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.

ARTICLE X MISCELLANEOUS

Assignment of Contract

10.01. This Contract may be assigned by Purchaser provided that Purchaser's assignee, shall expressly assume all Purchaser's liabilities, obligations, and duties hereunder. On delivery to Seller of an instrument in writing whereby the assignee assumes all of the provisions of this Contract to be performed by Purchaser, then, in that event, Purchaser shall be released and discharged of all further liability hereunder.

Survival of Covenants

10.02. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the

parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

Notice

10.03. 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

10.04. 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

10.05. 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

10.06. 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

10.07. 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

10.08. Time is of the essence in this Contract.

Gender

10.09. 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

10.10. Upon request of either party, both parties shall promptly execute a memorandum of this Contract suitable for filing of record.

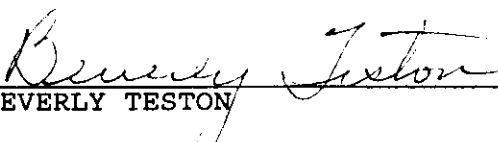
Compliance

10.11 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


10.12 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

SELLER:


BEVERLY TESTON

PURCHASER:

County of Williamson

By: 
John Doerfler, County Judge

Date: 5-1-99

AGENDA ITEM # 22MAY 18, 1999

Consider approving resolution to abandon County Road 405 from Farm-to-Market 1660 south to Travis County Line.

Landowner on west side of County Road 405 to the south of Brushy Creek Rob Tiemann along with Calvin and Scott Ging landowners on the east side of County 405 and Dale Gambrell owner of property on Farm-to-Market 1660 appeared in court requesting third-class County Road 405 be abandoned from Farm to Market 1660 south to the Travis County line. County Road 405 is a old dirt road which now runs across private land owners property.

Mr. Ging asked if the easement is vacated does he retain ownership? First Assistant County Attorney Dale Rye advised this is correct. Basically most county roads in Williamson County were acquired decades ago before we

actually formally purchased the right-of-way. If the county purchased the right-of-way and then abandoned the road, it would be necessary for the land to be sold. However, in the case of the old roads all the county owns is the right to travel the road and in most cases that was acquired by the public in adverse possession rather than by organized action on the part of the county government. There is no record of acquiring the right-of-way because we didn't. Since all the county owns is the right to travel up and down the road and we abandon that right by closing the road all the private rights remain in effect and are not affected in any way by county action. Therefore, if someone owns the underlying real estate before we have the right-of-way (right to travel the road) they still own it. Our action in closing a public road does not affect any private rights to travel the road. The county is now out of the picture and everyone goes back to the same legal status as before.

Mr. Ging asked the status if the right-of-way was given to the county by deed recorded years ago by the land owner prior to his (Mr. Ging's) grandfather.

Mr. Rye advised if an actual instrument exists conveying the property to the county then the county would actually own something and it would become necessary to sell the property since the county cannot give away property.

Mr. Tiemann asked the county to furnish a sign indicating the road is closed.

Moved: Commissioner Limmer

Seconded: Judge Doerfler

Motion: To approve resolution abandoning County Road 405 from Farm-to-Market 1660 south to the Travis County line.

Vote: Motion carried 4 - 0 with Commissioner Boatright absent from the dais.

< Clerk copy here >

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THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

THE COUNTY OF WILLIAMSON

That on this, the 18th day of May, A.D. 1999, the Commissioners Court of Williamson County, Texas, met in duly called Regular Meeting at the courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge,
Mike Heiligenstein, Commissioner Precinct One,
Greg Boatright, Commissioner Precinct Two,
David Hays, Commissioner Precinct Three, and
Frankie Limmer, Commissioner Precinct Four;

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, the Williamson County Commissioners Court has received a request signed by all adjacent landowners to abandon County Road 405 from FM 1660 south to the Travis County line; and

WHEREAS, the Williamson County Commissioners Court has unanimously voted to abandon County Road 405 from FM 1660 south to the Travis County line; and

WHEREAS, the Williamson County Commissioners Court has designated FM 973 as a replacement; and

WHEREAS, The Williamson County Commissioners Court has determined that County Road 405 from FM 1660 south to the Travis County line is a third-class road since the road is less than 40 but not less than 20 feet wide and the causeway is less than 16 but not less than 12 feet wide.

The foregoing Resolution was duly moved by Commissioner Limmer. And seconded by Judge Doerfler, and was then adopted by a unanimous vote.

County Judge John C. Doerfler was duly authorized to sign said Resolution as the act and deed of Commissioner's Court of Williamson County and of said County.

ATTEST:

Nancy E. Rister
NANCY RISTER, County Clerk

John C. Doerfler 5-18-99
JOHN C. DOERFLER, County Judge