

REAL ESTATE CONTRACT
CR 313 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by ALFONSO GONZALEZ (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, 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 0.466 acre tract of land, more or less, out of the Isaac Bunker Survey, Abstract No. 54, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

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 in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property, and compensation for any damages to the remaining property of Seller, shall be the sum of SEVEN THOUSAND THREE HUNDRED FORTY and 00/100 Dollars (\$7,340.00).

2.01.1. As Additional Compensation Purchaser shall pay the amount of ONE THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$1,800.00) for the replacement or relocation of any fencing on the property and as compensation for any additional damages to the remaining property of Seller

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation, if any, shall be payable in cash at the closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the closing.)

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the closing date, to the best of Seller's knowledge:

- (1) 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;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before September 28, 2009, 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 Special Warranty Deed conveying good and marketable title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest 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."

(3) 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 Property shall be prorated as of the closing date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI ESCROW DEPOSIT

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), 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 shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
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 shall be forthwith returned by the title company to Purchaser.

**ARTICLE VIII
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 IX
MISCELLANEOUS
Notice**

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09 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

9.10 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.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

SELLER:



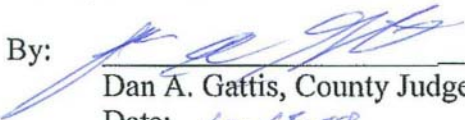
Alfonso Gonzales

Address: 1601 County Rd 313
Jarrell Tx 78741

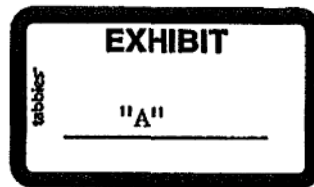
Date: 10-04-2005

PURCHASER:

County of Williamson, Texas

By: 

Dan A. Gattis, County Judge
Date: 10-15-09



METES AND BOUNDS DESCRIPTION

FOR A 0.466 ACRE TRACT OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.00-ACRE TRACT OF LAND CONVEYED TO ALFONSO GONZALEZ, AS DESCRIBED IN DOCUMENT NO. 2008012357 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.466-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the southeast corner of said 2.00-acre GONZALEZ tract, same being on the southwest corner of a called 0.224-acre tract of land (Tract 4) conveyed to WILLIAMSON COUNTY as recorded in Document No. 2007103242 of the Official Public Records of Williamson County, Texas, same being on a point in the existing northerly right-of-way line of COUNTY ROAD No. 313 (right-of-way width varies), monumenting the POINT OF BEGINNING and southeast corner hereof, BEARING BASIS: NAD-83 (1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM for this description;

THENCE with the southerly boundary line of said 2.00-acre GONZALEZ tract, same being with said existing northerly right-of-way line of COUNTY ROAD No. 313, S68°44'57"W for a distance of 296.08 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the southwest corner of said 2.00-acre GONZALEZ tract, same being on the southeast corner of a called 1.259-acre tract of land (Tract 3) conveyed to WILLIAMSON COUNTY as recorded in said Document No. 2007103242, monumenting the southwest corner hereof;

THENCE with the westerly boundary line of said 2.00-acre GONZALEZ tract, same being with the easterly boundary line of said 1.259-acre WILLIAMSON COUNTY tract, N25°44'06"W for a distance of 68.13 feet to a 1/2" iron rod found with cap marked "RPLS 2475" on the northeast corner of said 1.259-acre WILLIAMSON COUNTY tract, same being on the southeast corner of LOT 14, BLOCK 25, FINAL PLAT OF SONTERRA WEST SECTION 8-C, a subdivision as recorded in Cabinet EE, Slide 325 of the Plat Records of Williamson County, Texas, monumenting the northwest corner hereof, from which a 60D NAIL found in the top of a fence corner post monumenting the northwest corner of said 2.00-acre GONZALEZ tract, bears N25°44'06"W for a distance of 227.02 feet;

THENCE through the interior of said 2.00-acre GONZALEZ tract, N68°29'27"E for a distance of 295.84 feet to a 1/2" iron rod found with cap marked "RPLS 2475" on a point in the easterly boundary line of said 2.00-acre GONZALEZ tract, same being on the northwest corner of aforementioned 0.224-acre WILLIAMSON COUNTY tract, same being on the southwest corner of the remnant portion of a called 25.98-acre tract of land conveyed to THERON VAUGHAN and, ELLIE VAUGHAN as recorded in Document No. 2005041228 of the Official Public Records of Williamson County, Texas, monumenting

the northeast corner hereof, from which a 1/2" iron rod found with cap marked "RPLS 2475" monumenting the northeast corner of said 2.00-acre GONZALEZ tract, bears N25°51'13"W for a distance of 226.61 feet;

THENCE with said easterly boundary line of the 2.00-acre GONZALEZ tract, same being with the westerly boundary line of said 0.224-acre WILLIAMSON COUNTY tract, S25°51'13"E for a distance of 69.48 feet to the POINT OF BEGINNING hereof and containing 0.466 acre of land more or less.

◇ **DIAMOND SURVEYING, INC.**
P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100

Sh Shafer JUNE 16, 2009
SHANE SHAFER, R.P.L.S. NO. 5281 DATE
CR 313 GONZALEZ TRACT

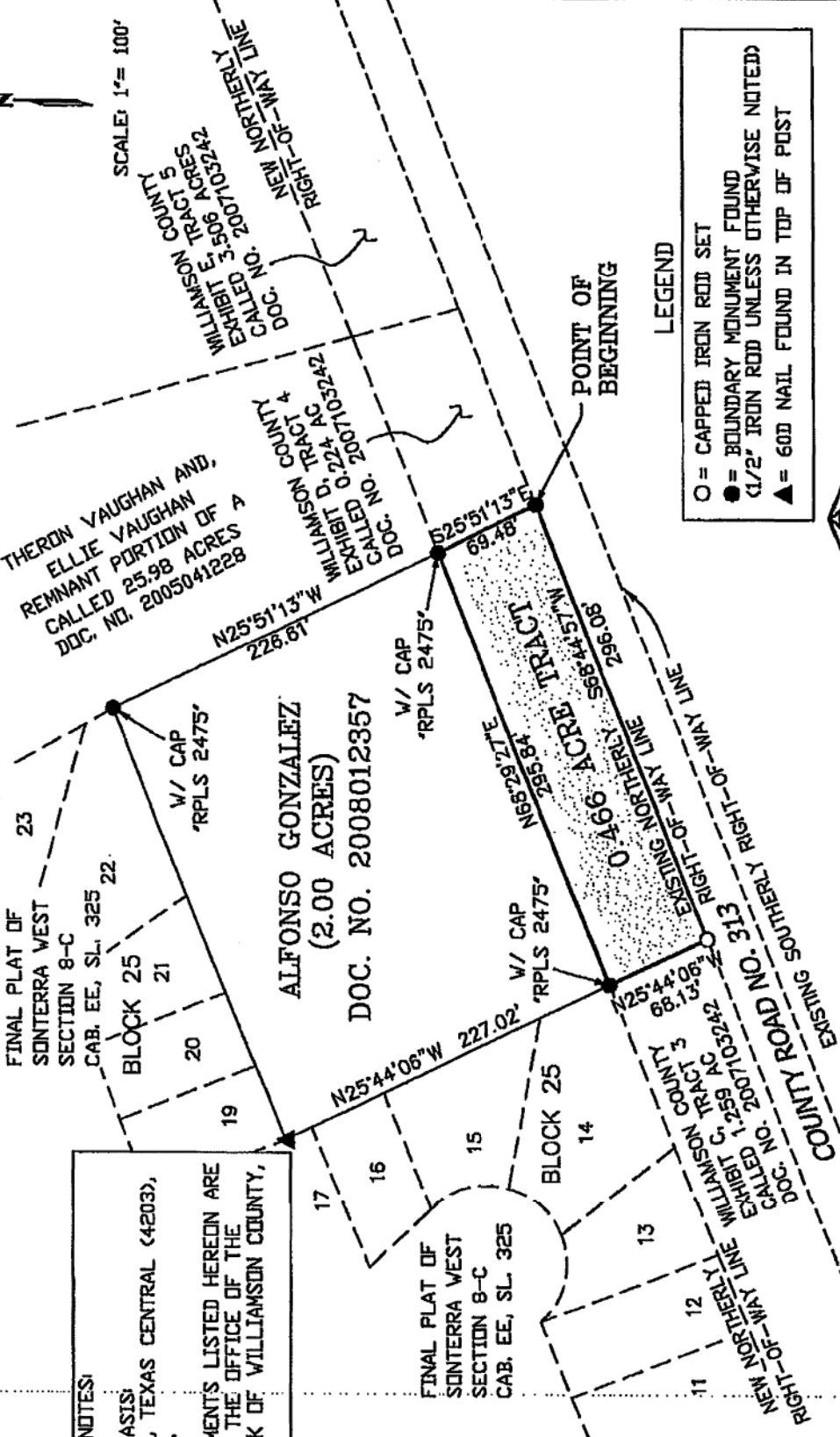


SKETCH TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 0.466 ACRE TRACT OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE CALLED 2.00-ACRE TRACT OF LAND CONVEYED TO ALFONSO GONZALEZ BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008012357, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

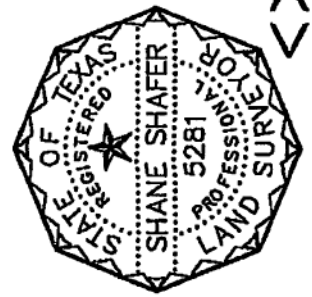
SURVEYOR'S NOTES:

- 1) BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE.
- 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.



LEGEND

- O = CAPPED IRON ROD SET
- = BOUNDARY MONUMENT FOUND (1/2\"/>



I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision, completed on June 16, 2009. At the time of this survey there were no encroachments, conflicts, or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without benefit of title report and shows only the easements which the surveyor was aware of at the time of this survey. USE OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Shane Shafer
SHANE SHAFER, R.P.L.S. NO. 5281

JUNE 16, 2009

DATE:

DIAMOND SURVEYING, INC.
P.O. BOX 1937 GEORGETOWN, TX 75627
(501) 531-3100