# REAL ESTATE CONTRACT US183 Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between C. DUDLEY HARVEY AND SHARON HARVEY, (referred to in this Contract as "Seller", whether one or more) 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(s) of land described as follows:

All of that certain 0.854 acre tract of land, more or less, out of the William Mancil Survey. Abstract No. 437, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 28);

Access ensement interest in and to a strip of land ten (10) feet in width immediately adjacent to and along the boundary of the Property and the remaining property of Seller, and as further generally depicted on Exhibit "B" (Easement Form) attached hereto and incorporated herein. Prior to the execution of an access easement document by Seller, Purchaser shall create a metes and bounds description of this area to be attached to the executed easement document for recording in the real property records of Williamson County, Texas.

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, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

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## ARTICLE II PURCHASE PRICE

#### Purchase Price

2.01. The purchase price for the property (.854 acres = \$184,258.00), and compensation for any damages to the remaining property (.6914 = \$149.081.00), less the market value of the remaining property after the acquisition (\$7,454.00) shall be the sum of THREE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS (\$325.885.00).

# Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the closing.

# Special Provisions

2.03. As additional consideration for the sale and purchase of the property described in Exhibit "A", and as a continuing obligation of Seller and Purchaser which will run with the land, the parties agree that Seller or his assigns shall be required and allowed to have no more than a setback of twenty (20) feet from the new right of way line of US183 created by the acquisition of the Property purchased herein for the construction of any improvements on the remaining property of Seller. This Special Provision shall survive the closing of this transaction.

## 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 December 1, 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 the State of Texas 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.

- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.
- (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 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
  - (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 eash 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 herein. 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's 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:

PURCHASER:

COUNTY OF WILLIAMSON

YHARYEY

SHARON HARVEY

DAN A. GATTIS, County Judge

EXHIBIT "A"

County: Percel Ho.: Highway:

VAliamson 28 U.S. 183 From: Riva Ridge Drive To: Biete Highway 28

#### PROPERTY DESCRIPTION FOR PARCEL 28

DESCRIPTION OF A 0.854 ACRE TRACT OF LAND LOCATED IN THE VIZLIAN MANCE. SURVEY ABSTRACT NO. 437, IN VIZLIANSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 19, HICH GASRIEL BAST, SECTION TWO, AS RECORDED IN CABRIET B, SUDE 280-280 OF THE PHAT RECORDS OF VIZLIANSON COUNTY, TEXAS, AS DESCRIBED IN THE DEED TO C. DUDLEY HARVEY AND SHARON HARVEY, AS RECORDED IN DOCUMENT NO. 1980/10279, OF THE OFFICIAL PUBIC RECORDS OF WIZLIANSON COUNTY, TEXAS, BUD 0.554 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY MAIL, INC. FOR THIS PARCEL, BEING

DECINIVIO at a 172-inch von rod fourd, 233.04 feet left of U.B. Highway 183 Engineer's Cercarine Station 220:03.64, being in the proposed east right-of-way too of U.B. Highway 183, in varying width right-of-way, days being the east common corner of said Lot 19 and a cased 5.4598 bore tract of land described in the deed to Tal Kongo Wong and Wile, Staty Bou-Hung Wong and Nive, Wa' Chi u and wife, Jen Jong Husing, as recorded in Yourse 1862, Page 632, of the Deed Records of Williamson County, Texas, and the Politic OF BECHINHO of the text described havels, from which a 172-inch kon rod found for the north corner said 5.4598 bere luck beares, NO2\* 14\* 55\* W, a distance of 264.80 feet and 110\* 25\* 40\* W, a distance of 57.7.14 feet;

THENCE with said proposed east right-of-way line, and the common time of said Lot 19 and that called Lot 20, of said High Sabrial East, Section two as described in the doed to Daron B. Brummit said Wendy B. Durmmit, as recorded in Document No. 2003(1947), of the Citical Publis Records of Withmason County, Testa, S. 07° 00° 03° E. a detained of 81.17 (set to a 8-78-inch fron rod with a "SAM Inc." stumburn cay set in concrete, 245-24 feet left of U.B. Highway 183 Engines/e Centerine Station 227+18.08, for an angle point in said proposed right-of-way line:

THENCE continuing with eald proposed sest right-of-way the crossing through the interior of seld Lot 19, the following three (3) courses and distances:

- N 89" 24" 27" W, a distance of 45.84 feet to a 6/8-bight from rod with a "SAM big." alumhum cap and in concrete, 200.00 feet lait of U.S. Highway 163 Engitser's Centerine Station 227+15.00;
- with the erc of a curve to the right a distance of 355.17 feet, through a control angle of 00° 83° 47°, having a radius of 3203.00 feet, and whose chord bears 3 04° 00° 43° W, a distance of 344.94 tool to a 60° brid tron rod with a "BAM feet" abundance as as in concrete, 200.00 feet (ad of 01.5. Highway 10° 35° grigorios" of enteriors feetbon 200476.19, and
- N 80° 40° 27° E, a detance of 119.07 (est to a 5/3-hoh fron rod with a "SAA4 tho," aluminum cap set in concrete, 314.34 (est latt of U.S. Highway 183 Engineer's Centaline Station 230 (45.18, in the common the of said Lot 19 and said Lot 25;

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THERIOD leaving said proposed east right-privacy line, with the common line of east Lot 19 and east Lot 20, 8 OF 00 Got E, a distance of 19.2s text to a constant point, to the cutsing morb right of way line of Rhm Ridge Drive, a verying width right-driventy, from which a 12-back tran rod found for the accument as and Lot 30 bears, 30 OF 00 OF E, a distance of 8.10 feet.

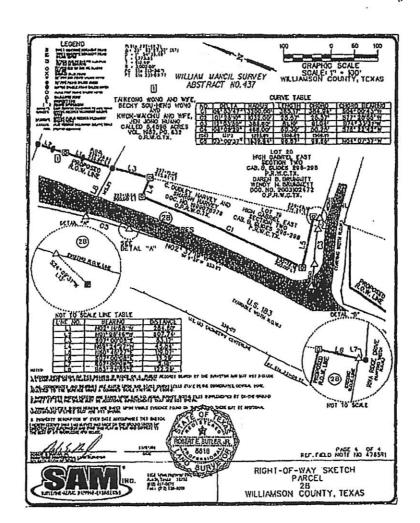
THENCE with extractiving north right-ol-way line, the following twose (1) courses and distances:

- with the set of a curve to the left a distance of \$6.57 feet, through a control angle of \$19.25 feet banks a radius of 1002.00 feet, and who to chool betwe \$ 77° 25° 55° W, a distance of \$25.57 feet to a calculated point.
- 9. "with the err of a curve to the left a distance of 61.19 feet, through a central angle of 12° 03' 50', having a notice of 355.60 feet, and whose chard bess 8 74° 33' 31' W, a distance of 81.04 feet to a colouteted point, and
- 3. Tabli the sure of a curve to the right a distance of \$0.30 feet, through a central angle of \$05° 00° 20°, butling a reduce of 483.00 feet, sad whose chard bears \$ 70° 22° 42° W, a distance of \$0.20 feet to a coloulated point, at the intersection of said existing each right-of-way free of the service of \$0.20 feet and the existing each right-of-way free of the \$0.20 feet and the existing each right-of-way free of the \$0.20 feet and the existing each right-of-way.

THENCE with early easiting took right-of-way fire, the tolorary two (2) courses and distances:

N 92" 37" 18" W. p. distance of 417,18 feet to 8 catodated point, from which a Texas Department of Ytansportation Type I Monument found besse, 8 24" 00" 31" W, a distance of 1,13 feet, and

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# EMIDIT "B" INGRESS AND EGRESS ACCESS EASEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

THAT C. DUDLEY HARVEY and SHARON HARVEY, hereinafter referred to as "Grantor", whether one or more ('Grantor'), for and in consideration of the payment of TEN and No/100 DOLLARS (\$10,00) and other good and valuable consideration paid by PEDERNALES ELECTRIC COOPERATIVE, ('Grantee'), the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee, its successors and assigns, the perpetual right of ingress and egress solely for the purpose of the inspection, patrol, maintenance, construction, reconstruction and repair of its electric line facilities located in the adjacent US 183 right of way, over and across the following described property of Grantor, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all intents and purposes hereunto and in any wise pertaining, describing 0.088 acro of land, more or less, for an access easement (the "Easement"), said 0.088 acre tract being situated in the \frac{\text{V2115m Marcil}}{\text{V2115m Marcil}} Survey, Abstract No. \frac{437}{\text{in}} in \frac{\text{W3115m Marcil}}{\text{V315m Marcil}} survey, Abstract No. \frac{437}{\text{in}} in \frac{\text{V315m Marcil}}{\text{V315m Marcil}} as attached.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinsbove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

The Easement, rights, and privileges granted herein are not exclusive, and Grantor may convey other easements or conflicting rights within the area covered by this grant, without the consent of Grantee. Grantor, however, shall take all reasonable safeguards to otherwise protect the integrity and continuous use of Grantee's rights of ingress and egress across the Easement.

The Easement may be used in common by Grantor, its agents, servants, employees, contractors, successors, and assigns. No permanent electric utility poles or appurtenant structures may be placed in the Easement area without the written consent of Grantor.

Grantee shall hold Granter harmless against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

C. Consecutiving Secretary Secretary Consecutiving Consecutivity (Secretary Consecutivity) 113-124 Heren Encounter projection (Consecutivity) 1000

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Granter does hereby bind herself, successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Forement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

GRANTOR:

C Dudley Harvey

Shain Flarery

# ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on the LC day of NCVLIA DEC. 2009, by C. Dudley Harvey and Sharon Harvey, in the capacity end for the purposes and consideration recited herein

Notary Public, State of Texas

After recording return to:



0.088 Acres William Mancil Survey, A-437 Williamson County, Texas FN5728 November 05, 2009 SAM, Inc. Job No. 27109

DESCRIPTION OF A 0.08B ACRE TRACT OF LAND LOCATED IN THE WILLIAM MANCIL SURVEY ABSTRACT NO. 437, IN WILLIAMSON COUNTY, TEXAS, BEING A 10 FOOT WIDE ACCESS EASEMENT, AND BEING A PORTION OF THAT CALLED LOT 19, OF THE HIGH GABRIEL EAST, SECTION TWO, AS RECORDED IN CABINET B, SLIDE 288-29B OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN THE DEED TO C. DUDLEY HARVEY AND SHARON HARVEY, AS RECORDED IN DOCUMENT NUMBER 1999078279, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.08B ACRE TRACT, AS SHOWN ON AN ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at calculated point in the interior of said Lot 19, same being the proposed east right-of-way line of U.S. Highway 183, a varying width right-of-way, for the southeast corner and the POINT OF BEGINNING of the tract described herein, from which a 1/2-inch iron rod found in the north right-of-way line of Riva Ridge Drive (varying width right-of-way), same being the southwest corner of that called Lot 20, of said High Gabriel East, Section Two, as described in a deed to Daren B. Brummitt and Wendy M. Brummitt, as recorded in Document Number 2003102472, of the Official Public Record of Williamson County, Texas, bears the following two (2) courses and distances:

- N80°46'27"E, a distance of a 108.63 feet to a 5/8-inch iron rod with "SAM inc." aluminum cap set in concrete, 314.34 feet left of U.S. Highway 183 Engineer's Centerline Station 230+45.18, and
- 2. S07°00'08"E, a distance of 15.47 feet;

THENCE crossing through the Interior of said Lot 19 with said proposed east right-of-way line, S80\*46'27"W, a distance of 10.44 feet to a 5/8-inch fron rod with "SAM inc." aluminum cap sat in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 230+76.16, also being the southwest corner of the tract described herein;

THENCE continuing to cross through the interior of said Lot 19 with said proposed east right-of-way line and the arc of a curve to the left a distance of 385.17 feet, through a central angle of 08° 63' 47", having a radius of 3200.00 feet, and whose chord bears N 04° 00' 43" E, a distance of 384.93 feet to a 5/8-inch iron rod with a "SAM inc." sluminum cap set in concrete, 200.00 feet left of U.S. Highway 183 Engineer's Centerline Station 227+15.05, and being the northwest corner of the tract described herein;

THENCE continuing to cross through the interior of said Lot 19 with said proposed east right-of-way line, \$89\*24'27"E, a distance of 10.00 feet to a calculated point for the northeast corner of the tract described herein, from which a 1/2-inch fron rod found at the north common corner of said Lot 19 and said Lot 20, and also being the southeast corner of a called 5.4698 acre tract of land described in a deed to Tal Keong Wong and wife, Backy Sou-Heng Wong and Kwok-Wal Chlu and wife, Jen Jong Huang, as recorded in Volume 1982, Page 532, of the Official Records of Williamson County, Texas, bears the following two (2) courses and distances:

- S89\*24'27"E, a distance of 35.84 faet to a 5/8-inch fron rod with "SAM Inc." aluminum cap set in concrete, 245.84 feet left of U.S. Highway 183 Engineer's Centerline Station 227+16.08, and
- 2. N07\*00'08\*W, a distance of 83.17 feel;

0,088 Acres William Mancli Survey, A-437 Williamson County, Texas FN5728 November 05, 2008 SAM, Inc. Job No. 27109

THENCE continuing to cross through the interior of said tot 19, with the erc of a curve to the right a distance of 383.37 feet, through a central angle of 08° 50°34", having a radius of 3210.00 feet, and whose chord bears S 03° 59' 07" W, a distance of 383.14 feet to the POINT OF BEGINNING and containing 0.088 acres of land, more or less.

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

All coordinates shown hereon ere NAD 83/93 (HARN) Texas State Plana Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Robert E. Butler, Jr., 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 herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 6th day of November 2009.

SURVEYING AND MAPPING, Inc. 5508 West Highway 280 Building B Austin, Texas 78735 ROSEINE DUNIA JA

Robert E, Buller fr.
Registered Professional Land Surveyor
No. 5818 – State of Texas

