

REAL ESTATE CONTRACT
SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CAL RICHMOND BRANDT, as Trustee of the Brandt Trust for the Benefit of Cal Richmond Brandt, and DAVID PAUL BRANDT, as Trustee of the Brandt Trust for the Benefit of David Paul Brandt, (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 2.038 acre tract of land, more or less, out of the J. Hornsby Survey, Abstract No. 285, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 14); and

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.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of TWENTY FIVE THOUSAND and 00/100 Dollars (\$25,000.00).

2.01.1. As additional compensation Purchaser shall pay the amount of SEVENTY TWO THOUSAND FOUR HUNDRED THIRTY and 00/100 Dollars (\$72,430.00) as payment for any improvements, replacement of any fencing or other damages to the remaining property of Seller.

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, within 30 days after the closing of this transaction Seller shall complete any relocation or replacement of fencing which is required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities on the Property by Purchaser.

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 Georgetown Title Company on or before January 15, 2010, 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) Pro-rated 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.

The deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(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 cash portion of the Purchase Price and Additional Compensation.

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 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:

Cal Richmond Brandt, as Trustee of the
Brandt Trust for the Benefit of
Cal Richmond Brandt

Address: _____

Date: _____

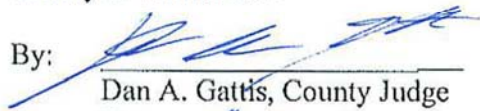
David Paul Brandt, as Trustee of the
Brandt Trust for the Benefit of
David Paul Brandt

Address: _____

Date: _____

PURCHASER:

County of Williamson

By: 

Dan A. Gattis, County Judge
Date: 12-16-09

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

EXHIBIT A

County: Williamson
Highway: SH 195
Limits: Bell County Line to IH 35
ROW CSJ: 0836-01-013

Property Description
for Parcel 14

BEING a 2.038 acre parcel of land located in Williamson County, Texas, situated in the J. Hornsby Survey, Abstract 285, and being part of a tract of land described as 145.00 acres conveyed from Paul R. Brandt and wife, Frances L. Brandt, to Cal Richmond Brandt by deed dated November 4, 1997 and recorded in Document No. 9752652 of the Williamson County Deed Records.

COMMENCING at the interior corner, being 4,888.33 feet right of Proposed Baseline Station 1022+14.52 of State Highway 195, of said 145.00 acre tract and the northwest corner of a tract of land described as 336 acres conveyed from Melvin G. Smith, Independent Executor of the Estates of B. T. Preslar, Jr. and Avis Preslar, Deceased, to Melvin G. Smith by deed dated April 16, 2000 and recorded in Document No. 2000031364 of the Williamson County Deed Records;

THENCE North 69° 12' 58" East a distance of 2,532.62 feet, along the south line of said 145.00 acre tract and the north line of said 336 acre tract, crossing existing State Highway 195, to a set Texas Department of Transportation Type II concrete monument, being 15.52 feet right of Proposed Baseline Station 17+25.73, for the POINT OF BEGINNING;

- (1) THENCE North 27° 30' 02" West a distance of 100.85 feet, along the existing east right-of-way line of said State Highway 195 and crossing said 145.00 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 115.66 feet left of Proposed Baseline Station 17+13.82,
- (2) THENCE South 81° 39' 39" East a distance of 52.83 feet, along the proposed north right-of-way line of said State Highway 138 and crossing said 145.00 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 90.00 feet left of Proposed Baseline Station 17+60.00;
- (3) THENCE North 67° 14' 01" East a distance of 140.09 feet, along the proposed north right-of-way line of said State Highway 138 and crossing said 145.00 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 95.00 feet left of Proposed Baseline Station 19+00.00;

- (4) **THENCE North 69° 16' 45" East a distance of 200.00 feet, along the proposed north right-of-way line of said State Highway 138 and crossing said 145.00 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 95.00 feet left of Proposed Baseline Station 21+00.00;**
- (5) **THENCE North 73° 05' 35" East a distance of 300.67 feet, along the proposed north right-of-way line of said State Highway 138 and crossing said 145.00 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 75.00 feet left of Proposed Baseline Station 24+00.00;**
- (6) **THENCE North 69° 16' 45" East a distance of 651.49 feet, along the proposed north right-of-way line of said State Highway 138 and crossing said 145.00 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 75.00 feet left of Proposed Baseline Station 30+51.49, being on the west line of a 137.3 acre tract conveyed from Paul R. Brandt and wife, Frances L. Brandt, to Cal Richmond Brandt, Trustee by deed May 31, 1989 and recorded in Document No. 9752653 of the Williamson County Deed Records;**
- (7) **THENCE South 21° 38' 38" East a distance of 58.03 feet, along the east line of said 145.00 acre tract and the west line of said 137.3 acre tract, to a fence post for the southeast corner of said 145.00 acre tract and the southwest corner of said 137.3 acre tract;**

- (8) THENCE South 69° 12' 58" West a distance of 1,326.70 feet, along the south line of said 145.00 acre tract and the north line of said 336 acre tract, to the POINT OF BEGINNING and containing 2.038 acres of land.

Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

A plat of even survey date herewith accompanies this property description.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring, Texas 77379
Phone (281) 379-6388



A handwritten signature in black ink, appearing to read "A. M. Story".

9/28/04

Arthur M. Story, Registered Professional Land Surveyor, No. 4034

Date

