

**REAL ESTATE CONTRACT**  
**RM 2338 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MICHELLE LYNN BELL DUBE AND TRAVIS A. DUBE, (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 0.064 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 42); 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 and compensation for any damages to the remaining property of Seller shall be the sum of SEVEN THOUSAND SIX HUNDRED TWENTY NINE and 00/100 Dollars (\$7,629.00).

2.01.1. As additional compensation Purchaser shall pay the amount of FOUR THOUSAND THREE HUNDRED AND THIRTY FOUR and 00/100 Dollars (\$4,334.00) as payment for any improvements or replacement of any fencing.

### Payment of Purchase Price and Additional Compensation

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

### Special Provisions

2.03. As an obligation which shall survive the closing of this transaction, within <sup>100 days</sup> ~~30~~ days after the closing of this transaction Purchaser 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.

## **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 January 25, 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 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.

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.

### **Possession and Use Agreement**

9.12 By signing this Contract, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction, upon full execution of this contract. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County.

In the event Purchaser and its contractors and assigns begin use and possession of the Property prior to Closing, but Purchaser then defaults under this Contract, Seller shall have the additional remedies of specific performance and damages under Article VIII above against Purchaser.

*[signature page follows]*

**SELLER:**

Michelle Lynn Bell Dube

Michelle Lynn Bell Dube

Date: 12/21/09

Address: 13680 Wood Road,  
Holland, TX 76534

Travis A. Dube

Travis A. Dube

Date: 12/21/09

Address: 13680 Wood Rd  
Holland, TX 76534

**PURCHASER:**

County of Williamson

By: Dan A. Gattis

Dan A. Gattis, County Judge

Date: 1-5-2010

701 Main Street, Suite 101  
Georgetown, Texas 78626



**EXHIBIT** \_\_\_\_\_

**County:** Williamson  
**Parcel No.:** 42  
**Highway:** R.M. 2338  
**Limits:** From 0.3 Miles North of Ronald W. Reagan Blvd.  
To F.M. 3405  
**CSJ:** 2211-01-023

**LEGAL DESCRIPTION FOR PARCEL 42**

BEING, 0.064 of an acre (2,774 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 0.60 of an acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 2009038695 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of September 2009, under the supervision of Brian F. Peterson, Register Professional Land Surveyor, and being more particularly described as follows;

Beginning for REFERENCE at an iron pin found marking an interior corner of that certain Tract II, called 125.00 acres, Save & Except 4.706 acres, as conveyed to Circle B-Y Partners, Ltd., and Myra Ann Young, by deed recorded as Document No. 2009038694 of the Official Public Records of Williamson County, Texas, being the Northwest corner of that certain tract of land, called 1.00 acre, as conveyed to Michelle Lynn Bell Dube and husband, Travis A. Dube, by deed recorded as Document No. 9872664 of the Official Records of Williamson County, Texas;

THENCE, along an easterly line of the said 125.00 acre Save & Except 4.706 acres, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II and of the West line of the said 1.00 acre Dube tract, S 13°03'15" E, 120.94 feet, to an iron pin with TxDOT aluminum cap set on the proposed Northeast line of Ranch to Market Highway No. 2338;

THENCE, along the proposed Northeast line of Ranch to Market Highway No. 2338, along a curve to the left, (Radius=1,705.00 feet, Central Angle of 3°00'23" and Long Chord bears N 75°28'15" W, 89.45 feet, an arc distance of 89.46 feet, to an iron pin with TxDOT aluminum cap set (to be replaced with TxDOT Type II Monument after right-of-way acquisition is complete);

THENCE, N 76°58'15" W, 11.93 feet, to an iron pin with TxDOT aluminum cap set on the East line of the above-referenced 0.60 of an acre Dube tract, 105.00 feet, left of station 352+44.39 for the Northeast corner and Point of BEGINNING hereof;

- 1) THENCE, S 26°25'15" W, 92.47 feet, to an iron pin set on the existing North line of RM 2338, marking the most southerly Southeast corner of the said 0.60 of an acre Dube tract, being a southwesterly corner of the said 125.00 acre, Save & Except 4.706 acres, Circle B-Y Partners, Ltd., and Myra Ann Young Tract II, for the Southeast corner hereof;

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

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this 30th day of September, 2009, A.D.

STATE OF TEXAS  
REGISTERED  
BRIAN F. PETERSON  
3967  
PROFESSIONAL  
LAND SURVEYOR

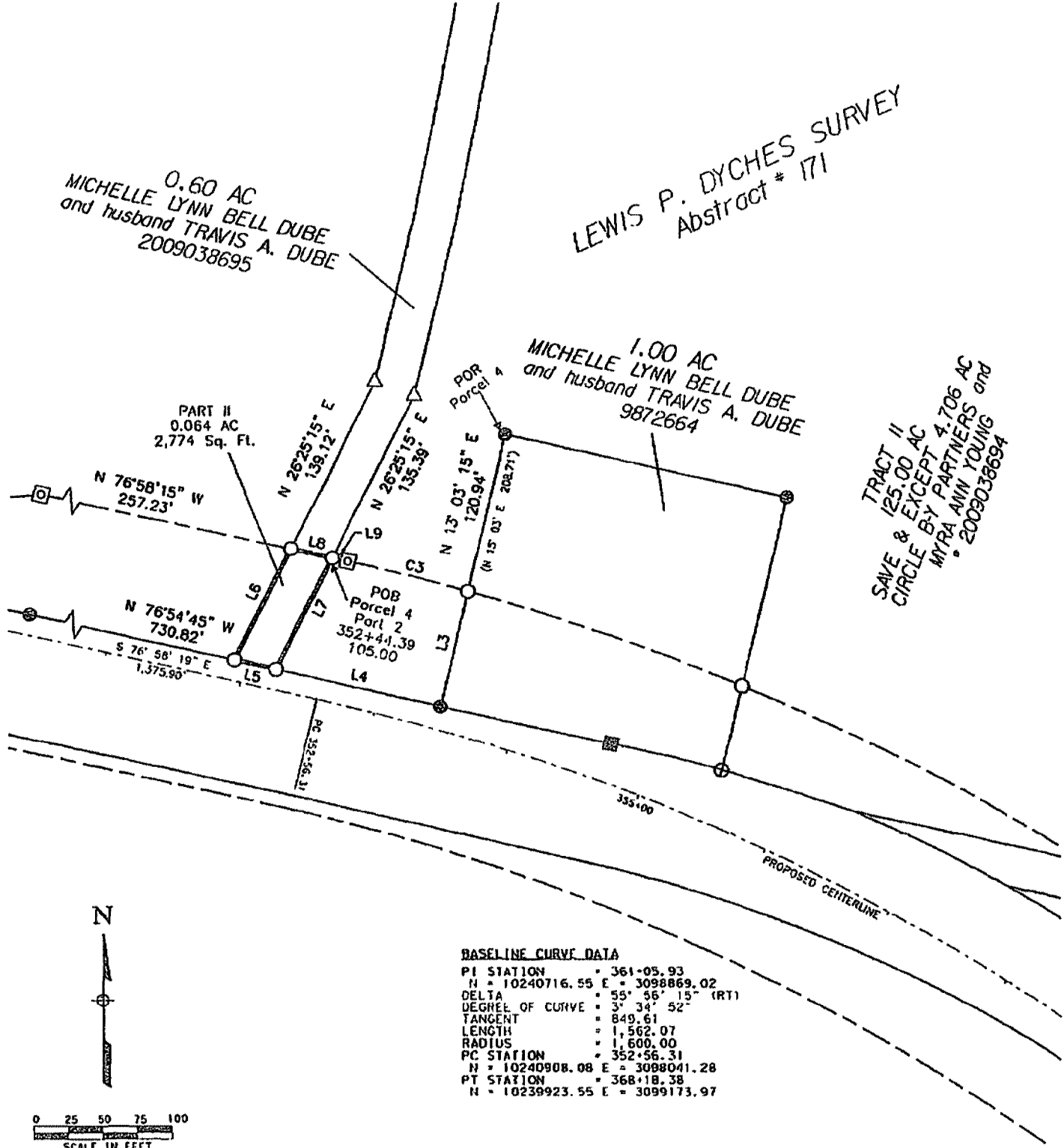
# PLAT TO ACCOMPANY PARCEL DESCRIPTION

0.60 AC  
MICHELLE LYNN BELL DUBE  
and husband TRAVIS A. DUBE  
2009038695

LEWIS P. DYCHES SURVEY  
Abstract # 171

1.00 AC  
MICHELLE LYNN BELL DUBE  
and husband TRAVIS A. DUBE  
9872664

TRACT II  
125.00 AC  
SAVE & EXCEPT 4.706 AC  
MIRA ANN YOUNG and  
2009038694



**BASELINE CURVE DATA**  
 PI STATION = 361+05.93  
 N = 10240716.55 E = 3098869.02  
 DELTA = 55° 56' 15" (RT)  
 DEGREE OF CURVE = 3° 34' 52"  
 TANGENT = 849.61  
 LENGTH = 1,562.07  
 RADIUS = 1,600.00  
 PC STATION = 352+56.31  
 N = 10240908.08 E = 3098041.28  
 PT STATION = 368+18.38  
 N = 10239923.55 E = 3099173.97

STEGERO BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
MICHELLE LYNN BELL DUBE  
and husband, TRAVIS A. DUBE



SCALE: 1" = 100'	CSJ #: 2211-01-023	PROJECT: RM 2338	COUNTY: WILLIAMSON	PARCEL: 42 Plot 1 of 2
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# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

- ☒ TYPE I CONCRETE MONUMENT FOUND
- ☒ TYPE II MONUMENT FOUND
- ⊗ 1/2" IRON ROD SET TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON ROD FOUND TO BE REPLACED WITH TxDOT TYPE II MONUMENT AFTER R.O.W. ACQUISITION IS COMPLETE
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- ⊙ 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- ⊕ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L3	N 13°03'15" E	87.74'
L4	N 76°54'45" W	122.72'
L5	N 76°54'45" W	30.83'
L6	N 26°25'15" E	92.44'
L7	S 26°25'15" W	92.47'
L8	S 76°58'15" E	30.84'
L9	S 76°58'15" E	11.93'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C3	1705.00'	89.46'	S 75°28'15" E	89.45'	3°00'23"

### NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

BRIAN F. PETERSON  
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967  
STATE OF TEXAS



PAGE 4 OF 4

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:  
MICHELLE LYNN BELL DUBE  
and husband, TRAVIS A. DUBE



SCALE:  
1" = 100'

CSJ #:  
2211-01-023

PROJECT:  
RM 233B

COUNTY:  
WILLIAMSON

PARCEL: 42  
Plat 2 of 2

**SPECIAL WARRANTY DEED**  
**RM 2338 Right of Way**

**THE STATE OF TEXAS**

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**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 BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WHEREAS**, Williamson County, Texas and the State of Texas, acting by and through the Texas Transportation Commission, are authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed RM 2338 improvements ("Project"); and,

**WHEREAS**, the acquisition of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That MICHELLE LYNN BELL DUBE and TRAVIS A. DUBE, 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, 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 the State of Texas, acting by and through the Texas Transportation Commission, all those certain tracts or parcels 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:

All of that certain 0.064 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 42)

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2009 by Michelle Lynn Bell Dube and Travis A. Dube, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S ADDRESS:**

Williamson County Courthouse  
701 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

