

**REAL ESTATE CONTRACT**  
**CR 138 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by ROBERT BRIDGES and SHARON F. BRIDGES (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(s) of land described as follows:

All of that certain 0.432 acre tract of land, more or less, out of the N.D. Walling Survey, Abstract No. 675, Williamson County, Texas and Abstract No. 2722, Travis 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 FIFTY SEVEN THOUSAND and 00/100 Dollars (\$57,000.00).

2.01.1. As Additional Compensation Purchaser shall pay the amount of EIGHT THOUSAND TWO HUNDRED SIXTY and 00/100 Dollars (\$8,260.00) for the purchase of any improvements or the replacement of fencing 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 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 planned road construction activities on the Property acquired by Purchaser.

### Payment of Purchase Price

2.03. 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 February 22, 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", and a duly executed and acknowledged Waterline Easement in and across the property described in Exhibit "B", 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.

The deed shall be in the form as shown in Exhibit "C" attached hereto. The waterline easement shall be in the form as shown in Exhibit "D" attached hereto.

(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.

#### Possession and Use Agreement

9.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, 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 if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. 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

*[signature page follows]*

**SELLER:**

Robert Bridges  
Robert Bridges

Date: 2/12/2010

Address: 281 County Road 138  
Hutto, Tx 78634

Sharon F. Bridges  
Sharon F. Bridges

Date: 2-12-2010

Address: 281 C. R. 138

Hutto, TX 78634

**PURCHASER:**

County of Williamson

By: Dan A. Gattis  
Dan A. Gattis, County Judge  
Date: 2-25-2010



**EXHIBIT "A"**

Williamson County  
County Road 138 (CR 138)  
Grantor: Bridges

Being 0.4352 acre (18,956 sq. ft.) of land in the N.D. Walling Survey, File No. 569, Patent No. 233, Abstract No. 675 in Williamson County and Abstract No. 2722 in Travis County, in Travis and Williamson Counties, Texas, and being out of a called 9.98 acre tract and a called 3.60 acre tract conveyed to Robert Bridges and wife, Sharon F. Bridges as recorded in Volume 1747, Page 471 of the Williamson County Deed Records (W.C.D.R.). Said 0.4352 acre tract being more particularly located and described as follows; (Bearings of lines refer to Grid North of the Texas Coordinate System of 1983 (Central Zone) as computed from GPS vectors; Parenthetical bearings and distances refer to record information; Parenthetical designations, i.e. "(L1)" etc., refer to line tag labels and the associated line table in the accompanying Boundary Survey.):

**COMMENCING** at a 1/2-inch iron pipe found at the northwest corner of said 3.60 tract and an internal "L" corner of said 9.98 acre tract, from which a 1/2-inch iron pipe found in the northerly right-of-way line of CR 138 (r.o.w. varies, no record information) at the common southerly corner of said 9.98 acre tract and said 3.60 acre tract bears South 07° 32' 14" West, (South 10° 00' 10" West) along a common boundary line of said 9.98 acre tract and said 3.60 acre tract, a distance of 644.32 feet (644.32 feet) (**BEARING BASIS**);

**THENCE**, South 07° 32' 14" West, (South 10° 00' 10" West), along a common boundary line of said 9.98 acre tract and said 3.60 acre tract, a distance of 605.59 feet to a 5/8-inch iron rod with a plastic cap stamped "WILLIAMSON COUNTY" set for the **POINT OF BEGINNING** of this tract;

(L1) **THENCE**, South 86° 59' 52" East, across said 3.60 acre tract, a distance of 244.51 feet to a calculated point in the easterly boundary line of said 3.60 acre tract at the southwest corner of Lot 1, Block A, Lakeside Estates Phase 1-A as recorded in Cabinet R, Slide 394 of the Williamson County Plat Records (W.C.P.R.) for the northeast corner of this tract, from which a 1/2-inch iron rod found bears South 87° East a distance of 0.25 feet, and from said calculated point a 1-inch iron pipe found at the northeast corner of said 3.60 acre tract bears North 07° 32' 05" East, (South 10° 00' 00" West), with the easterly boundary line of said 3.60 acre tract, a distance of 609.73 feet, from which a 1/2-inch iron pipe found at the northeast corner of said 9.98 acre tract subsequently bears North 07° 29' 44" East, (South 09° 57' 30" West), with an easterly boundary line of said 9.98 acre tract, a distance of 564.63 feet (564.63 feet);

(L2) **THENCE**, South 07° 32' 05" West, (South 10° 00' 00" West), with the easterly boundary line of said 3.60 acre tract, a distance of 34.16 feet to a calculated point in the northerly right-of-way line of said CR 138 at the southeast corner of said 3.60 acre tract for the southeast corner of this tract, from which a 1/2-inch iron rod found bears South 55° West a distance of 0.32 feet;

(L3) **THENCE**, North 88° 03' 50" West, (North 85° 35' 54" West), with the northerly right-of-way line of said CR 138 and the southerly boundary line of said 3.60 acre tract, a distance of 244.92 feet (244.73 feet) to the 1/2-inch iron pipe found at the southerly common corner of said 3.60 acre tract and said 9.98 acre tract for an angle point in this tract;

## EXHIBIT "A"

(L4) THENCE, North 87° 57' 33" West, (North 85° 29' 37" West), continuing with the northerly right-of-way line of said CR 138 and with the southerly boundary line of said 9.98 acre tract, a distance of 247.93 feet (247.93 feet) to a 60D nail with washer stamped "WILLIAMSON COUNTY" set at the southeast corner of the remainder of a called 5.00 acre tract conveyed to Nelda Carol Phelps as recorded in Document No. 2000032529 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and at the southwest corner of said 9.98 acre tract for the southwest corner of this tract, from which a 1/2-inch iron pipe found at the northwest corner of said 9.98 acre tract bears North 07° 36' 29" East, (North 10° 04' 25" East), with the westerly boundary line of said 9.98 acre tract, a distance of 1,208.41 feet (1,208.41 feet);

(L5) THENCE, North 07° 36' 29" East, (North 10° 04' 25" East), with the common boundary line of said 9.98 acre tract and said 5.00 acre tract, a distance of 42.91 feet to a 5/8-inch iron rod with a plastic cap stamped "WILLIAMSON COUNTY" set for the northwest corner of this tract;

(L6) THENCE, South 86° 59' 52" East, across said 9.98 acre tract, a distance of 247.51 feet to the POINT OF BEGINNING and containing a computed area of 0.4352 acre (18,956 sq. ft.) of land.

This description is accompanied by and based on a Boundary Survey issued by Patrick J. Yglesias, Registered Professional Land Surveyor No. 5813.

*Patrick J. Yglesias*  
Patrick J. Yglesias

Registered Professional Land Surveyor No. 5813

06/22/09  
Date



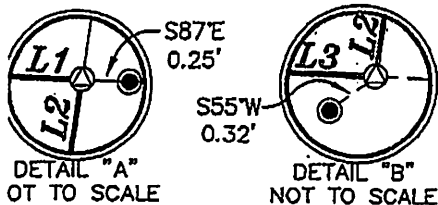
AWING: V:\PATRICK-CR PLANS\CR 138\Drawings\CR 138 P2.dwg  
 JT TIME: Jun 22, 2009 - 3:02pm  
 JTED BY: pyglesias  
 SET TAB: SHEET 1

SEE SHEET 2 FOR NOTES, LEGEND, LINE TABLE  
 AND WHOLE PROPERTY INSET.

# GRAPHIC SCALE



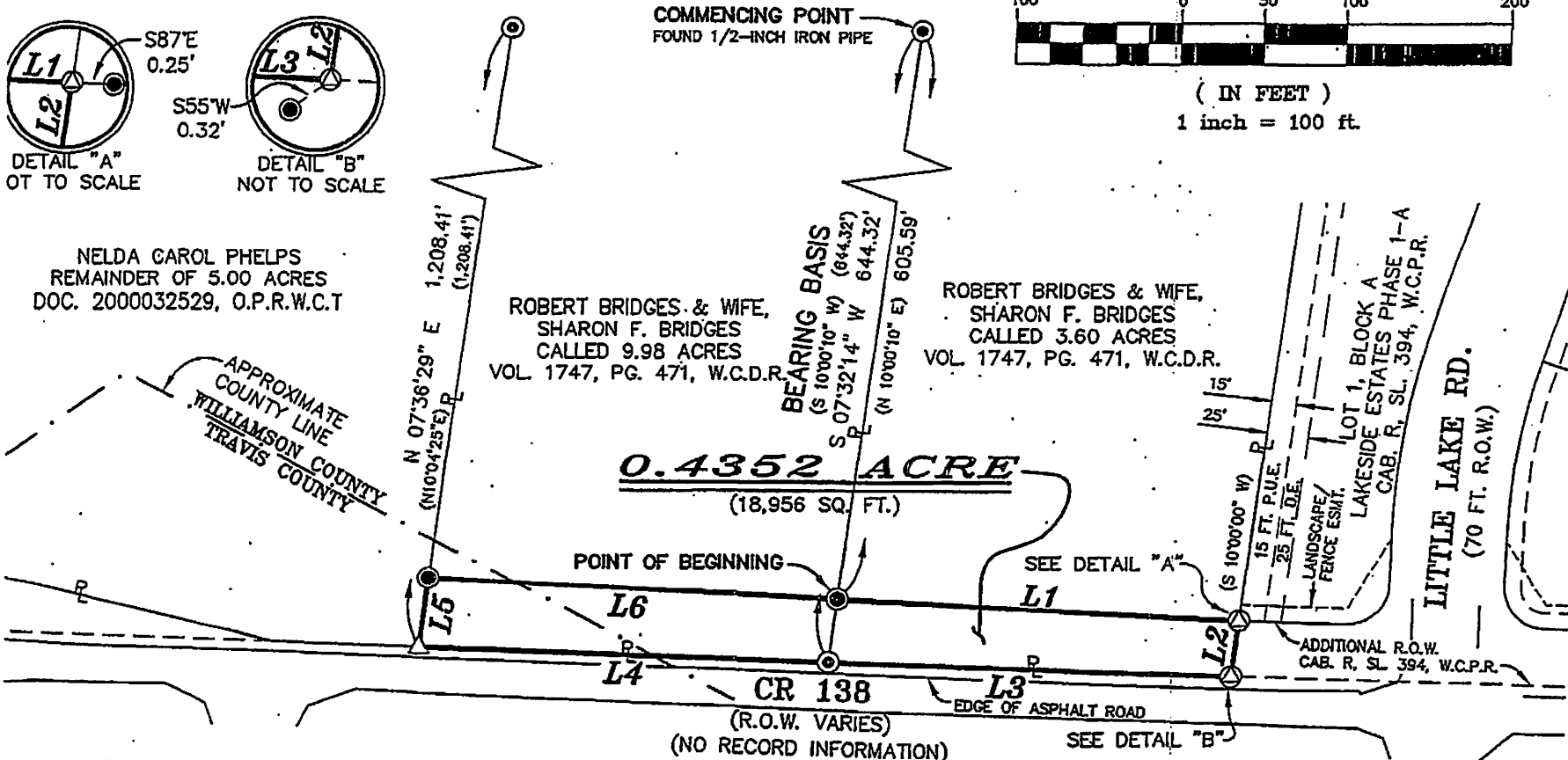
( IN FEET )  
 1 inch = 100 ft.



NELDA CAROL PHELPS  
 REMAINDER OF 5.00 ACRES  
 DOC. 2000032529, O.P.R.W.C.T

ROBERT BRIDGES & WIFE,  
 SHARON F. BRIDGES  
 CALLED 9.98 ACRES  
 VOL. 1747, PG. 471, W.C.D.R.

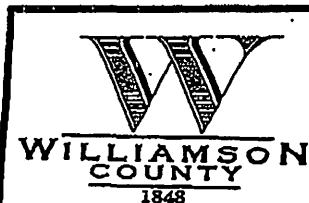
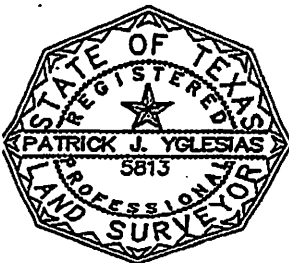
ROBERT BRIDGES & WIFE,  
 SHARON F. BRIDGES  
 CALLED 3.60 ACRES  
 VOL. 1747, PG. 471, W.C.D.R.



I, PATRICK J. YGLESIAS, A REGISTERED PROFESSIONAL LAND  
 SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND THE  
 ACCOMPANYING LEGAL DESCRIPTION REPRESENT AN ACTUAL  
 SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

*Patrick J. Yglesias* 06/22/09  
 PATRICK J. YGLESIAS DATE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5813

**0.4352 ACRE**  
 (18,956 SQ. FT.) OF LAND OUT OF THE N.D. WALLING  
 SURVEY, PATENT NO. 233, ABSTRACT 2722 IN TRAVIS  
 COUNTY & ABSTRACT 675 IN WILLIAMSON COUNTY, TEXAS



## WILLIAMSON COUNTY UNIFIED ROAD SYSTEM

3151 S.E. INNER LOOP, SUITE B  
 GEORGETOWN, TEXAS 78626  
 943-3330  
 www.wilco.org

SCALE: 1"=100'

DATE: JUNE 2009

PROJECT: CR138

DRAWN BY: P. Yglesias

SHEET

1

OF 2

(18,956 SQ. FT.) OF LAND OUT OF THE N.D. WALLING SURVEY, PATENT NO. 233, ABSTRACT 2722 IN TRAVIS COUNTY & ABSTRACT 675 IN WILLIAMSON COUNTY, TEXAS