

REAL ESTATE CONTRACT
SH 195 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between THOMAS DEAN BRIZENDINE and MICHELLE BRIZENDINE, (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 6.250 acre tract of land, more or less, out of the M. Wells Survey, Abstract No. 646, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 53, part 1); and

All of that certain 1.578 acre tract of land, more or less, out of the M. Wells Survey, Abstract No. 646, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 53, part 2)

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 SEVENTY EIGHT THOUSAND TWO HUNDRED EIGHTY and 00/100 Dollars (\$78,280.00).

2.01.1. As additional compensation Purchaser shall pay the amount of EIGHTY ~~THOUSAND SEVEN HUNDRED TWENTY~~ ^{T.B.} and 00/100 Dollars (\$8,720.00) as payment for any ^{MB.} 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 necessary and required to contain livestock or other animals on the remaining property of Seller so as not to interfere with any road construction activities by Purchaser or otherwise allow Seller's animals on the Property acquired 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 March 10, 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 Exhibits "A-B", 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 "C" 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 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

SELLER:

Thomas Dean Brizendine
Thomas Dean Brizendine

Date: 2-15-10

Address: P.O. Box 544
Florence Tx 76527

Michelle Brizendine
Michelle Brizendine

Date: 2/15/10

Address: P.O. Box 544
Floraline Tx 76527

PURCHASER:

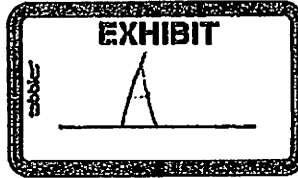
County of Williamson

By:

[Signature]
Dan A. Gattis, County Judge

Date: 2-25-2010

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



County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0440-01-037

Property Description
for Parcel 53 Part 1

BEING a 6.250 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of a tract of land described as 14.17 acres conveyed from Terry Lynn Brizendine to Thomas Dean Brizendine by deed dated October 9, 2000 and recorded in Document No. 2000072138 of the Williamson County Deed Records.

COMMENCING at a found 1/2 inch iron rod, being 302.77 feet left of Proposed Baseline Station 1065+80.24, for the southwest corner of a tract of land described as 10.00 acres conveyed from Stuart A. Spradley to Toni M. Raimondo by deed dated July 05, 1991 and recorded in Volume 2034, Page 722 of the Williamson County Deed Records and on the north line of a tract of land described as 44.00 acres conveyed from Mike Greene to Paul Ray Ward and wife, Janice Kay Ward, by deed dated March 29, 2002 and recorded in Document No. 2002024622 of the Williamson County Deed Records;

THENCE South $68^{\circ} 32' 54''$ West a distance of 19.64 feet, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 283.30 feet left of Proposed Baseline Station 1065+77.65, for the POINT OF BEGINNING;

- (1) THENCE South $68^{\circ} 32' 54''$ West a distance of 519.26 feet, along the south line of said 14.17 acre tract and the north line of said 44.00 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 231.44 feet right of Proposed Baseline Station 1065+09.27;
- (2) THENCE North $25^{\circ} 30' 50''$ West a distance of 621.51 feet, along the proposed west right-of-way line of State Highway 195 and a Control of Access line, crossing said 14.17 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 193.44 feet right of Proposed Baseline Station 1058+88.92;
- (3) THENCE North $68^{\circ} 50' 54''$ East a distance of 417.73 feet, along the north line of said 14.17 acre tract and the south line of a tract of land described as 10.5 acres conveyed from John Carlton Brizendine to Peggy Sue Brizendine by deed dated August 29, 2001 and recorded in Document No. 2001078727 of the Williamson County Deed Records, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 220.36 feet left of Proposed Baseline Station 1059+46.10;

- (4) THENCE South $25^{\circ} 43' 40''$ East a distance of 354.48 feet, along the proposed east right-of-way line of said State Highway 195, the proposed west line of an access road, and a Control of Access line, crossing said 14.17 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 200.00 feet left of Proposed Baseline Station 1063+00.00;
- (5) THENCE South $45^{\circ} 43' 06''$ East a distance of 289.88 feet, along the proposed east right-of-way line of said State Highway 195, the proposed west line of said access road, and said Control of Access line, to the POINT OF BEGINNING and containing 6.250 acres of land.

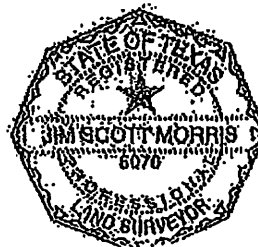
Basis of bearing is the Texas State Plane Coordinate System, Central Zone, North American Datum 1983 (1993 Adjustment). All coordinates are adjusted to surface using a surface adjustment factor of 1.000120.

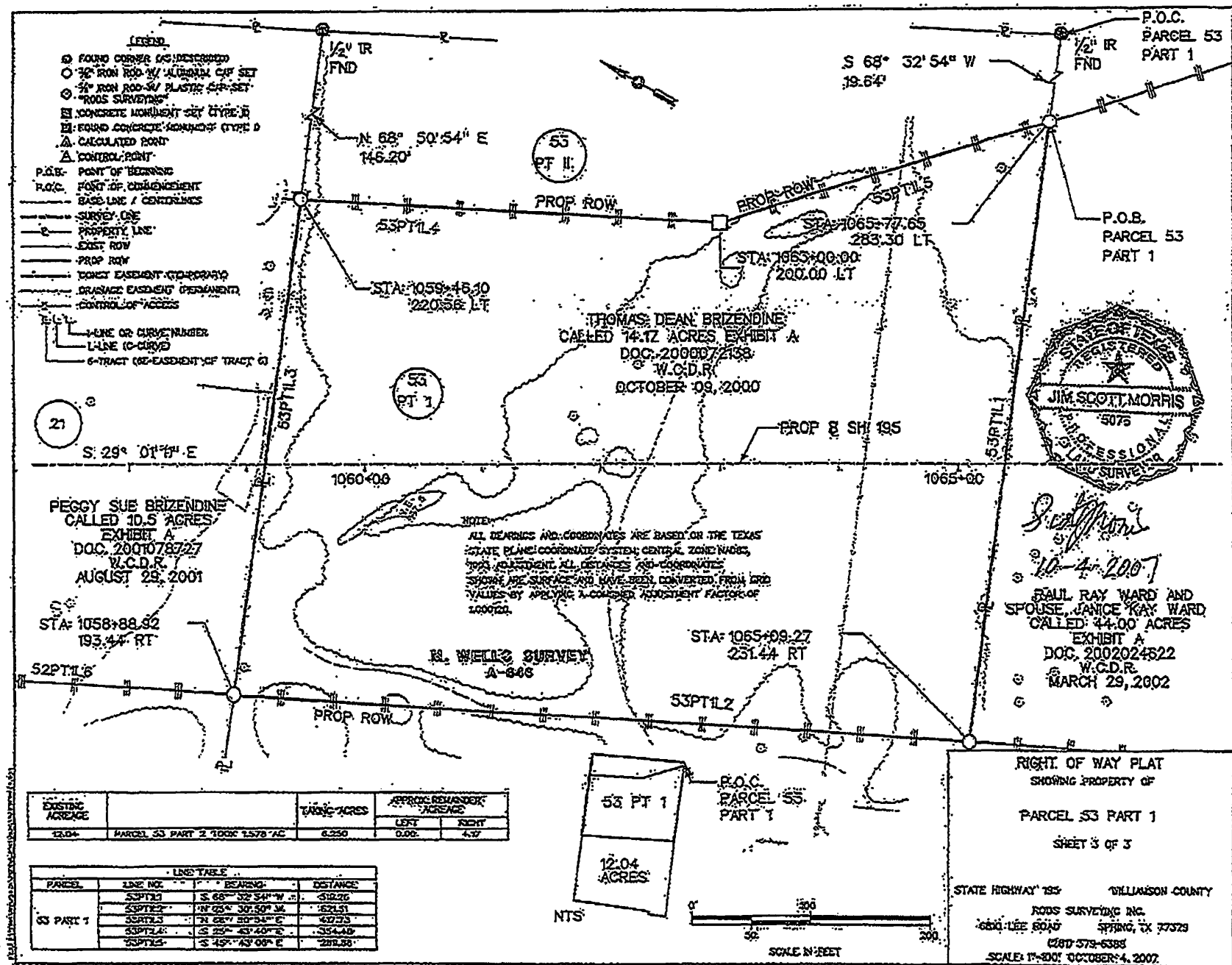
Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

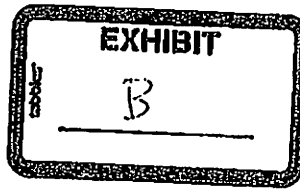
A plat of even survey date herewith accompanies this property description.

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

Scott Morris 10-4-2007
Scott Morris, Registered Professional Land Surveyor, No. 5076 Date:







Page 1 of 3 Pages
October 4, 2007

County: Williamson
Highway: SH 195
Limits: From 0.805 Miles South of the Bell County Line to 6.332 Miles South
ROW CSJ: 0440-01-037

Property Description
for Parcel 53 Part 2

BEING a 1.578 acre parcel of land located in Williamson County, Texas, situated in the M. Wells Survey, Abstract 646, and being part of a tract of land described as 14.17 acres conveyed from Terry Lynn Brizendine to Thomas Dean Brizendine by deed dated October 9, 2000 and recorded in Document No. 2000072138 of the Williamson County Deed Records.

BEGINNING at a found 1/2 inch iron rod, being 302.77 feet left of Proposed Baseline Station 1065+80.24, for the southeast corner of said 14.17 acre tract, the southwest corner of a tract of land described as 10.00 acres conveyed from Stuart A. Spradley to Toni M. Raimondo by deed dated July 05, 1991 and recorded in Volume 2034, Page 722 of the Williamson County Deed Records, and on the north line of a tract of land described as 44.00 acres conveyed from Mike Greene to Paul Ray Ward and wife, Janice Kay Ward, by deed dated March 29, 2002 and recorded in Document No. 2002024622 of the Williamson County Deed Records;

- (1) THENCE South 68° 32' 54" West a distance of 19.64 feet, along the south line of said 14.17 acre tract and the north line of said 44.00 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 283.30 feet left of Proposed Baseline Station 1065+77.65;
- (2) THENCE North 45° 43' 06" West a distance of 289.88 feet, along the proposed east right-of-way line of State Highway 195, the proposed west right-of-way line of an access road, and a Control of Access line, crossing said 14.17 acre tract, to a set Texas Department of Transportation Type II concrete monument, being 200.00 feet left of Proposed Baseline Station 1063+00.00;
- (3) THENCE North 25° 43' 40" West a distance of 354.48 feet, along the proposed east right-of-way line of said State Highway 195, the proposed west right-of-way line of said access road, and said Control of Access line, crossing said 14.17 acre tract, to a set 5/8 inch iron rod with a Texas Department of Transportation aluminum cap, being 220.36 feet left of Proposed Baseline Station 1059+46.10;

- (4) THENCE North $68^{\circ} 50' 54''$ East a distance of 146.20 feet, along the north line of said 14.17 acre tract and the south line of a tract of land described as 10.5 acres conveyed from John Carlton Brizendine to Peggy Sue Brizendine by deed August 29, 2001 and recorded in Document No. 2001078727 of the Williamson County Deed Records, to a found $1/2$ inch iron rod for the northeast corner of said 14.17 acre tract and the southeast corner of said 10.5 acre tract.
- (5) THENCE South $23^{\circ} 13' 00''$ East, passing at a distance of 409.42 feet a set $5/8$ inch iron rod with a yellow plastic cap marked "RODS SURVEYING, INC.", and continuing for a total distance of 617.29 feet, along the east line of said 14.17 acre tract and the proposed east-right-of-way line of said access road, to the POINT OF BEGINNING and containing 1.578 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.

Access is prohibited across the "Control of Access Line" to the transportation facility from the adjacent property.

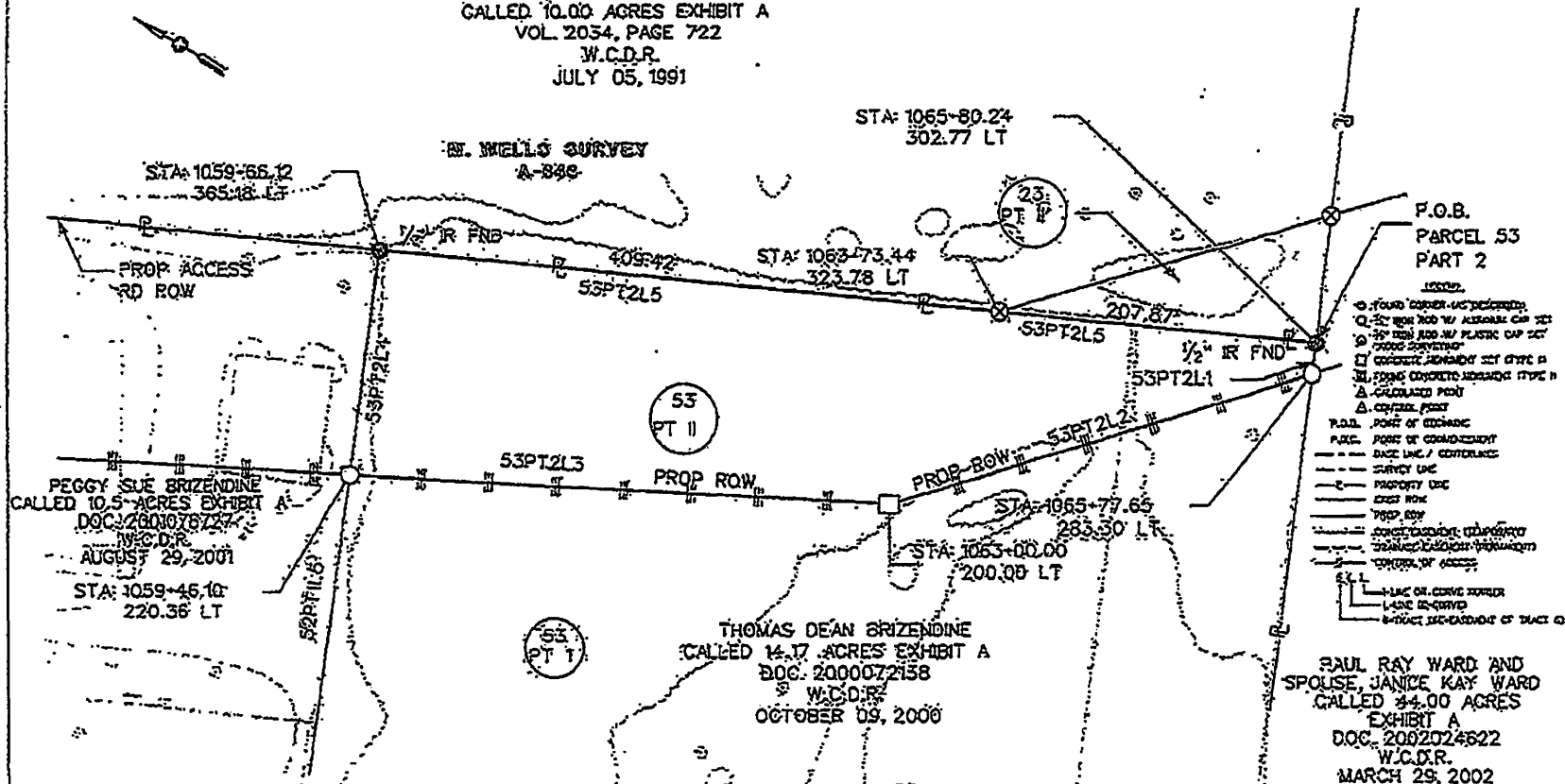
A plat of even survey date herewith accompanies this property description.

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

Scott Morris 10/04/2007
Scott Morris, Registered Professional Land Surveyor, No. 5076 Date



TONI M. RAIMONDO
CALLED 10.00 ACRES EXHIBIT A
VOL. 2034, PAGE 722
W.C.D.R.
JULY 05, 1991

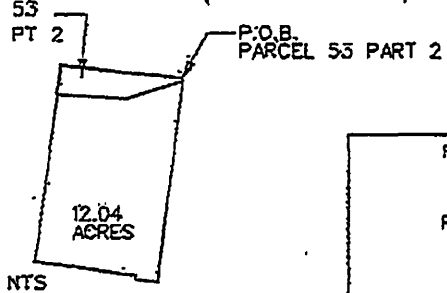
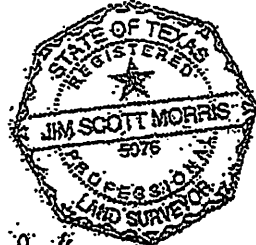


- FOUND CORNER UNDISTURBED
- 2" X 4" WOOD NAIL OR ALUMINUM CAP SET
- 3" X 6" WOOD NAIL OR PLASTIC CAP SET
- "WOOD SURVEYING"
- CONCRETE MONUMENT SET TYPE II
- IRONING CONCRETE MONUMENT TYPE II
- △ CALCULATED POINT
- △ CONTROL POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- DASH LINE / CONTINUITY
- SURVEY LINE
- PROPERTY LINE
- CROSS ROAD
- TRAIL
- FENCE
- CONCRETE MONUMENT (UNDISTURBED)
- IRONING CONCRETE MONUMENT
- CENTER OF ACCESS
- LINE OR CURVE HORIZON
- LINE OF CURVE
- EXTRACT MEASUREMENT OF TRACT

EXISTING ACRES	TAKING ACRES	APPROX. REMAINING ACRES
12.04	PARCEL 53 PART 1 1100' X 6.250 AC	13.78
		LEFT RIGHT
		0.00 4.2

LINE TABLE			
PARCEL	LINE NO.	BEARING	DISTANCE
53-PART 2	53PT2L1	S 68° 32' 24" W	79.64
	53PT2L2	N 65° 43' 09" W	269.58
	53PT2L3	N 25° 03' 49" W	334.48
	53PT2L4	N 68° 50' 34" E	346.50
	53PT2L5	S 23° 17' 00" E	617.29

NOTE:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD83, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND HAVE BEEN CONVERTED FROM GRID VALUES BY APPLYING A CONSIDERED ADJUSTMENT FACTOR OF 1.000020.



RIGHT OF WAY PLAT
SHOWING PROPERTY OF
PARCEL 53 PART II
SHEET 3 OF 3
STATE HIGHWAY 155 WILLIAMSON COUNTY
BDS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
72811279-6382
SCALE: P-300' OCTOBER 4, 2007