

**REAL ESTATE CONTRACT**  
**SH 195 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **Joseph Everett Sybert, Jr.**, (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:

BEING a 5.623 acre (244,945 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas; said 5.623 acre tract of land is further described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 128).

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 Exhibits "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below. No access rights are being acquired from Seller as a part of this transaction, and Seller shall retain all of the same access rights to and from the adjacent roadway which currently exist.

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price and Additional Compensation

2.01. The purchase price for the Property shall be the sum of SIX HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED NINETY NINE and 00/100 Dollars (\$673,599.00).

2.01.1. As additional compensation for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property or any cost to cure or reconfigure the remaining Property, Purchaser shall pay the amount of TWELVE THOUSAND NINE HUNDRED FIFTY THREE and 00/100 Dollars (\$12,953.00).

### Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 120 days after the closing of this transaction and staking of the new right of way line it shall complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property.

### Payment of Purchase Price

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 Texas American Title Company on or before March 31, 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) 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.

(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;" 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.

#### 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.

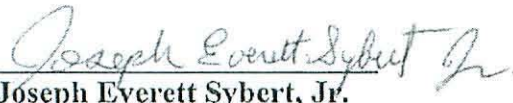
Counterparts

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:**

  
Joseph Everett Sybert, Jr.

Address: 412 Northwood Dr.  
Georgetown, Texas 78628

Date: MAR 31, 2010

**PURCHASER:**

County of Williamson

By:   
Dan A. Gattis, County Judge

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

Date: 04-13-2010

EXHIBIT



County: Williamson  
Highway: SH 195  
Limits: From 8.105 Miles South of S. H. 138 to L.H. 35  
ROW CSJ: 0440-02-012

Legal Description Parcel 128

BEING a 5.623 acre (244,945 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 5.623 acre tract of land is out of and a part of the remaining portion of a called 50.74 acre tract of land conveyed by Bonnell Robbins Sybert to Joseph Everett Sybert, Jr. by deed recorded May 23, 1985 in Volume 1187, Page 565, of the Official Records of Williamson County, Texas, said 5.623 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the northwest corner of the remaining portion of the above referenced 50.74 acre tract and for the southwest corner of Lot 2, Block E of Berry Creek Section Five Phase One Subdivision, a plat of which is recorded in Cabinet Z, Slides 235 - 238, of the Plat Records of Williamson County, Texas, said rod is located 577.43 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1735+70.32;

THENCE North 68° 17' 30" East with the south line of said Block E for a distance of 461.18 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set, said rod being at the intersection of said line and the proposed west right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 125.52 feet right of Proposed SH 195 Baseline Station 1736+62.34;

1. THENCE North 68° 17' 30" East continuing with the south line of Block E for a distance of 125.82 feet to a calculated point in the existing west right of way line of SH 195 for the southeast corner of Block E, the same being the northeast corner of the remaining portion of the 50.74 acre tract, from which a 5/8 inch iron rod found bears North 68° 17' 30" East a distance of 1.19 feet;
2. THENCE South 32° 02' 49" East with the existing west right of way line of SH 195 for a distance of 2375.42 feet to a calculated point for the southeast corner of the said 50.74 acre tract and for the northeast corner of Lot 1 of Vogler Subdivision, a plat of which was recorded January 21, 1998 in Cabinet P, Slide



EXHIBIT A

171, of said Plat Records, from which a 5/8 inch iron rod found bears North 10° 22' 19" East a distance of 0.27 feet;

3. THENCE South 68° 47' 15" West with the south line of the 50.74 acre tract and the north line of Lot 1 of Vogler Subdivision for a distance of 78.99 feet to a 1/2 inch iron rod with TxDOT aluminum cap found in the proposed west right of way line of SH 195, said rod is located 120.13 feet right of Proposed SH 195 Baseline Station 1760+48.60;
4. THENCE North 32° 55' 59" West with the proposed west right of way line of SH 195 for a distance of 612.25 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 125.00 feet right of Proposed SH 195 Baseline Station 1754+33.69;
5. THENCE North 34° 07' 20" West continuing with the proposed west right of way line of SH 195 for a distance of 633.77 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 135.00 feet right of Proposed SH 195 Baseline Station 1748+00.00;

EXHIBIT A

6. THENCE North 32° 44' 26" West continuing with the proposed west right of way line of SH 195 for a distance of 1137.70 feet to the POINT OF BEGINNING, said described tract containing 5.623 acres (244,945 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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

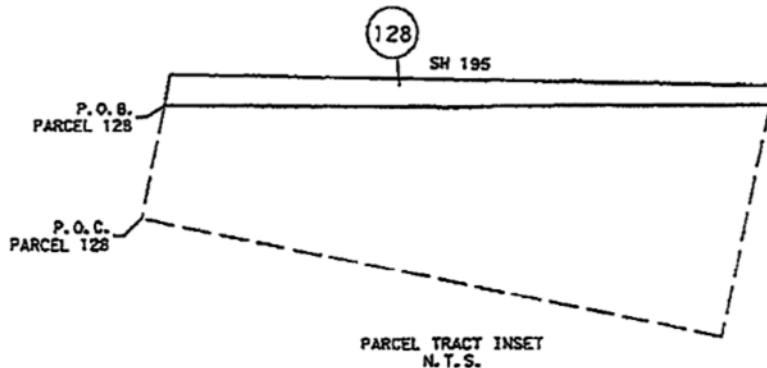
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

*Scott Morris*  
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: March 7, 2007



# LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- ⊗ CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- △ CALCULATED POINT
- ⊙ FOUND CORNER (AS DESCRIBED)
- ⊙ 5/8" IRON ROD SET WITH YELLOW CAP "RODS SURVEYING INC."
- P PROPERTY LINE
- ( ) RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- R.O.W. RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- CHB CHORD BEARING
- CHD CHORD DISTANCE
- B.L. BUILDING SETBACK LINE (PER PLAT)
- N.T.S. NOT TO SCALE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.C.D.R. WILLIAMSON COUNTY DEED RECORDS
- W.C.O.R. WILLIAMSON COUNTY OFFICIAL RECORDS
- W.C.O.P.R. WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.P.R. WILLIAMSON COUNTY PLAT RECORDS
- O.S.S.F.S. ON SITE SEWERAGE FACILITY SETBACK



I, SCOTT MORRIS, HEREBY CERTIFY THAT THE MAP OR PLAT IS TRUE AND CORRECT AND THE SURVEY MADE UNDER MY SUPERVISION AND GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

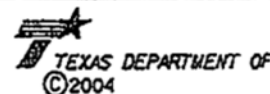
*Scott Morris* March 7, 2007  
SCOTT MORRIS, R.P.L.S. # 5076 DATE

## NOTES:

1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.

2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS T27 A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
				LEFT		RIGHT	
ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.
42.74	1,861,754	5.623	244,945			37.117	1,616,809



RIGHT OF WAY  
SHOWING PROPER  
JOSEPH E. SYBES  
PARCEL 1

PAGE 4 OF

ROW CSJ NO. 0440

STATE HIGHWAY 195 WILLIAMSON COUNTY

RODS SURVEYING

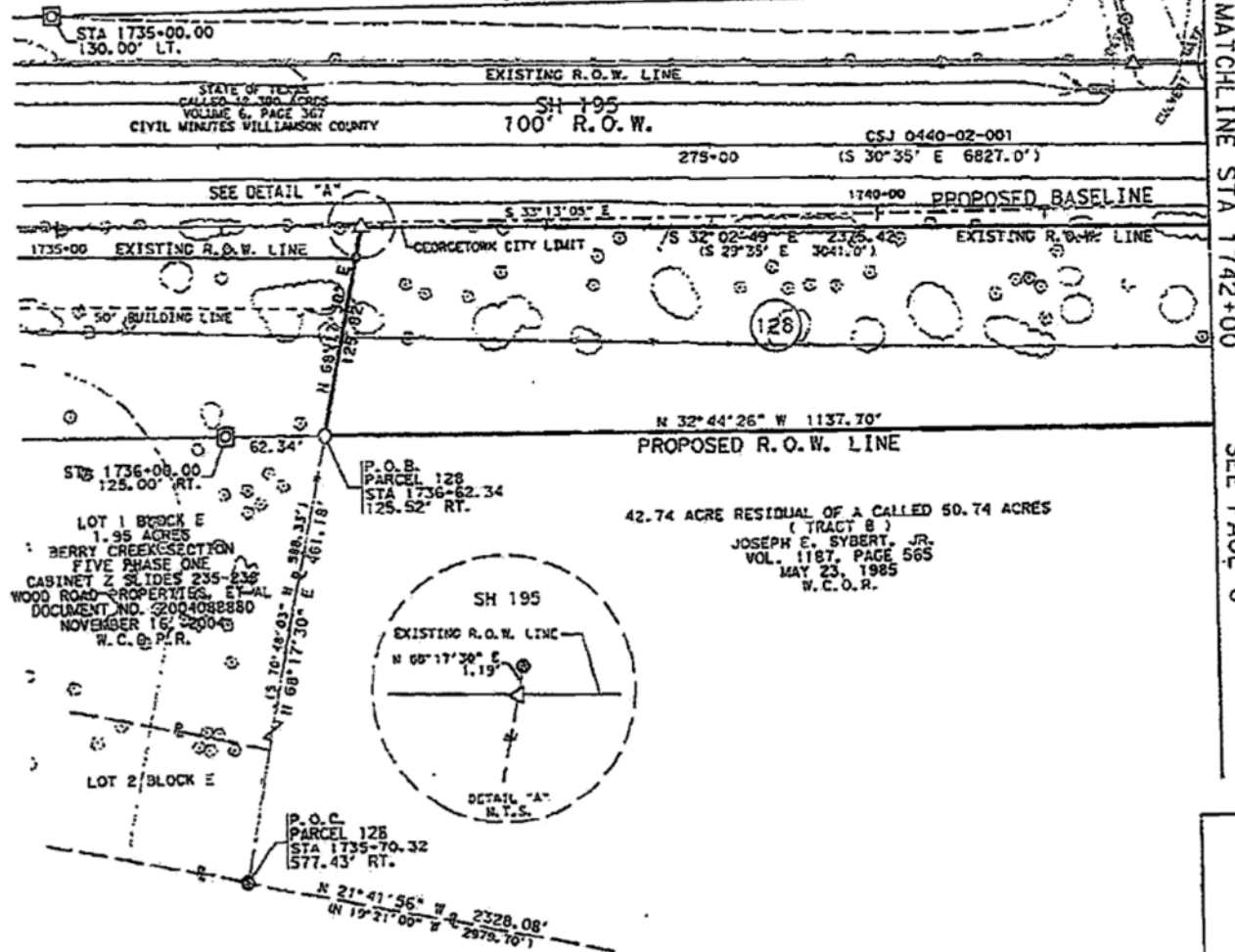
6810 LEE ROAD SP

(281) 379-6

SCALE: 1"=100'

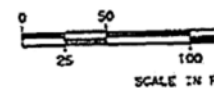
# W. ROBERTS SURVEY, A-524

PROPOSED R.O.W. LINE



MATCHLINE STA 1742+00

SEE PAGE 6



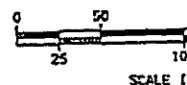
RIGHT OF W  
SHOWING PRO  
JOSEPH E. SY  
PARCEL

PAGE 5

ROW CSJ NO. 0  
STATE HIGHWAY 195 WIL  
ROADS SURVEY  
6810 LEE ROAD  
(281) 37  
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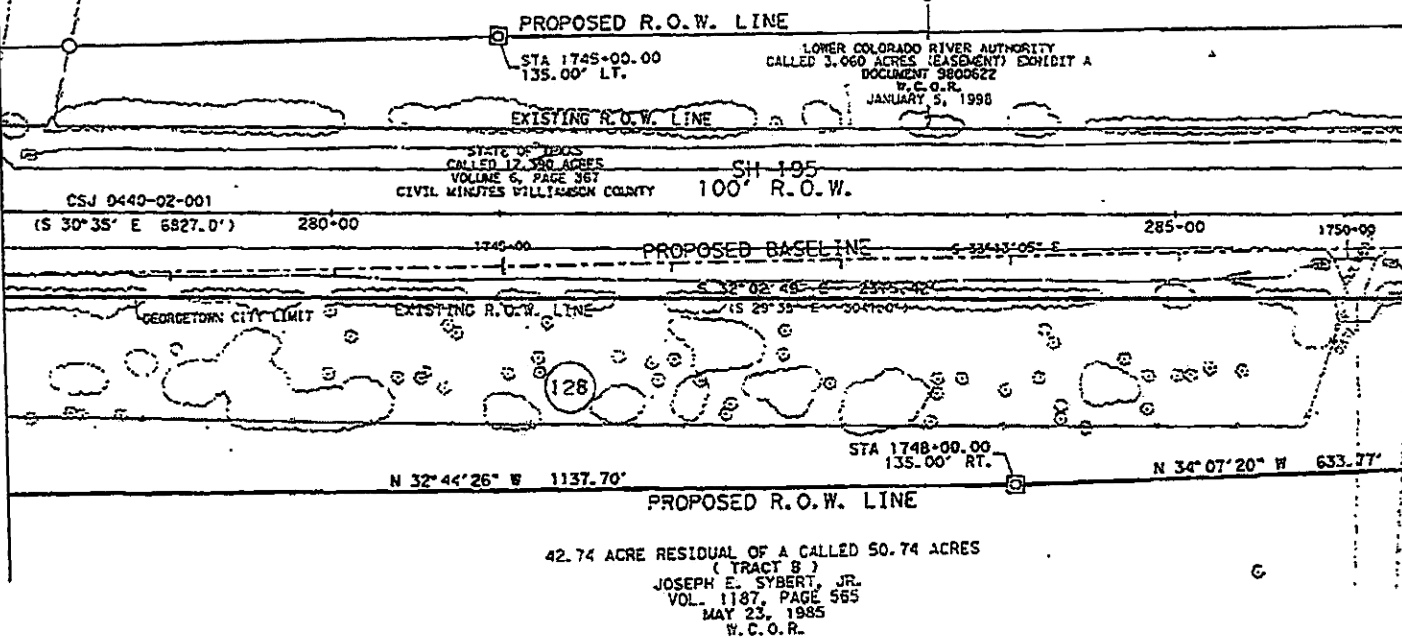
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# W. ROBERTS SURVEY, A-524

MATCHLINE STA 1742+00

SEE PAGE 5



RIGHT OF WAY  
SHOWING PROPOSED  
JOSEPH E. SYBERT, JR.  
PARCEL

PAGE 6

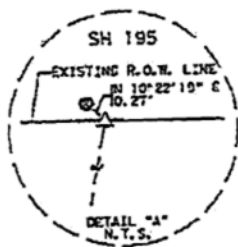
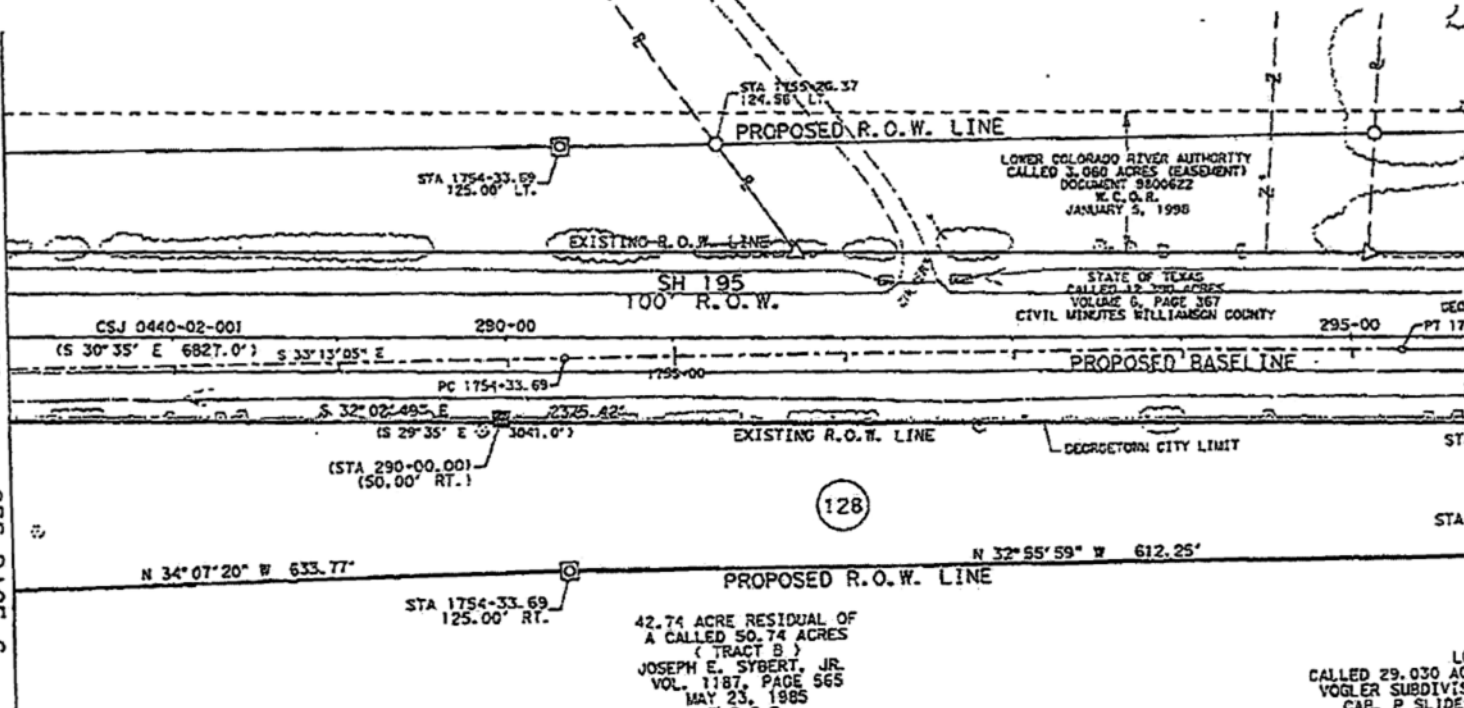
ROW CSJ NO. 0440-02-001  
STATE HIGHWAY 195 - WILLIAMSON COUNTY  
RODS SURVEY  
6810 LEE ROAD  
(281) 371-1234  
SCALE: 1"=100'

# W. ROBERTS SURVEY, A-524



MATCHLINE STA 1751+00

SEE PAGE 6



RIGHT OF  
SHOWING P  
JOSEPH E.  
PARC  
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ROW CSJ NO.  
STATE HIGHWAY 195 W  
RODS SUR  
6810 LEE ROAD  
(281)  
SCALE: 1"=100'