

## **REAL ESTATE CONTRACT**

**SH 195 Right of Way**

State of Texas

County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MICHAEL A. BRALEY, (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 1.290 acre tract of land, more or less, situated in the John Hamilton Survey, Abstract No. 282 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 213).

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.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price and Additional Compensation**

2.01. The purchase price for the Property shall be the sum of THIRTY TWO THOUSAND TWO HUNDRED FIFTY and 00/100 Dollars (\$32,250.00).

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, Purchaser shall pay the amount of TWO THOUSAND NINE HUNDRED FOURTEEN and 00/100 Dollars (\$2,914.00).

### Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 45 days after the closing of this transaction 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 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 May 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 Exhibits "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.

The deed shall be in the form as shown in Exhibit "B" 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 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 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, if any, shall be forthwith returned by the title company to Purchaser.

## **ARTICLE VII 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, if any, 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. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. 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

8.02. 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

8.03. 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

8.04. 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

8.05. 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

8.06. Time is of the essence in this Contract.

Gender

8.07. 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

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 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

8.10 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

8.11 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

8.12 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:**

Michael A. Braley  
Michael A. Braley

Date: 4-2-10

Address: 8425 HWY 195  
Florence, TX 76527

**PURCHASER:**

COUNTY OF WILLIAMSON

By: [Signature]  
Dan A. Gattis, County Judge  
Date: 04-17-2010

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626



May 9, 2007  
Page 1 of 4

County: Williamson  
Highway: SH 195  
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138  
ROW CSJ: 0440-01-036

Legal Description Parcel 213

BEING a 1.290 acre (56,178 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 1.290 acre tract of land is out of and a part of a 5.01 acre tract conveyed by James Weldon Gilliam to Michael A. Braley and Diann M. Braley by deed recorded March 1, 2002 by Document No. 2002016734 of the Official Public Records of Williamson County, Texas, said 1.290 acre tract is further described by metes and bounds as follows:

COMMENCING at a point in the existing west right of way line of State Highway 195 (SH 195), said point being calculated for the northeast corner of the said 5.01 acre tract and for the most easterly corner of a 9.52 acre tract of land conveyed by Homer L. Werline and wife, Patsy Werline, to C. Dean Davis by deed recorded January 23, 1996 as Document No. 9603606 in the Official Records of Williamson County, Texas, a found 1/2" iron rod bears North 53° 22' 14" East a distance of 0.68 feet from said point, said point is located 983.72 feet left of Proposed SH 195 Baseline station 1331+83.16;

THENCE South 53° 22' 14" West along the common line of the said 9.52 acre tract and the said 5.01 acre tract for a distance of 892.47 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said rod is located 125.00 feet left of Proposed SH 195 Baseline Station 1334+26.26;

1. THENCE South 20° 49' 22" East along the proposed east right of way line of SH 195 for a distance of 184.05 feet to a 5/8" iron rod with an aluminum cap set in the south line of the said 5.01 acre tract and in the north line of a 10.13 acre tract of land conveyed by William Clyde Snow to Lee W. Snow and wife, Betty J. Snow by deed recorded July 9, 1990 in Volume 1917, Page 954, of said Official Records of Williamson County, Texas, said rod is located 125.00 feet left of Proposed SH 195 Baseline Station 1336+10.31;
2. THENCE South 53° 23' 17" West along the common line of the 10.13 acre tract and the 5.01 acre tract for a distance of 316.86 feet to a TxDOT Type II concrete monument set for the southwest corner of the 5.01 acre tract and for the northwest



corner of the said 10.13 acre tract and in the east boundary of a 258.28 acre tract of land conveyed by C. Dean Davis and wife, Mollie V. Davis, to D & M Davis Land & Cattle, L. P. by deed recorded February 20, 2002 as Document No. 2002013809 of said Official Public Records, said monument is located 179.96 feet right of Proposed SH 195 Baseline Station 1535+96.32;

3. THENCE North  $21^{\circ} 04' 40''$  West along the proposed west right of way line of SH 195 and with the west line of the 3.01 acre tract for a distance of 183.72 feet to a point calculated for the northwest corner of the 3.01 acre tract and for the southwest corner of the aforementioned 3.32 acre tract said point is located 180.72 feet right of Proposed SH 195 Baseline Station 1535+12.81;
4. THENCE North  $33^{\circ} 22' 14''$  East along the common line of the 3.01 acre tract and the 9.52 acre tract for a distance of 247.74 feet to the POINT OF BEGINNING, said described tract containing 56,178 square feet or 1.290 acres 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 & (NIP 432837), Austin RRP (PID A79337) and, Georgetown (NIP BMT093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the NAD83 surface adjustment factor of 1.000126.

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 all exact data herewith.

Surveyed by:  
RODS Surveying, Inc.  
6810 Lee Road, Spring Texas 77379  
Phone (281) 379-6333

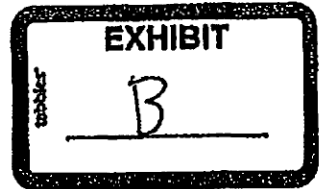
I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2004 to February 2007.

Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: 4-22-2007









Parcel 213  
CSJ: 0440-01-036

**SPECIAL WARRANTY DEED  
SH 195 Right of Way**

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF WILLIAMSON**

**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 State Highway 195 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, MICHAEL A. BRALEY, 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 1.290 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 213).

**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.

Grantors reserve all of the oil, gas and other minerals and all subsurface water, in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of SH 195, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTOR:**

\_\_\_\_\_  
Michael A. Braley

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

§

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

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2010 by Michael A. Braley, in the capacity and for the purposes and consideration recited herein.

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

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35, Building A  
Austin, Texas 78761

**AFTER RECORDING RETURN TO:**