

**REAL ESTATE CONTRACT**  
**US79 Right of Way**

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between K&L COMPANY, a business trust, (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 0.247 acre tract of land, more or less, out of the Jehu Bevil Survey, Abstract No. 59, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 34); 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

2.01. The purchase price for the Property and any improvements thereon shall be the sum of ~~SIX HUNDRED NINETY FIVE THOUSAND~~ and 00/100 Dollars (\$22,640.00).

*Twenty Two Thousand Six Hundred Forty Dollars*

Pursuant to the terms of a Possession and Use Agreement recorded in Document No. 2008049351, Purchaser has previously paid to Seller the amount of \$7,296.00 attributable to Parcel 34 for which Purchaser shall receive a credit herein, leaving a remaining purchase price to be paid at the closing of this transaction of **FIFTEEN THOUSAND THREE HUNDRED FORTY FOUR and 00/100 Dollars (\$15,344.00).**

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 Texas American Title Company on or before July 30, 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 herein, 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.
- (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, 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  
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 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.

*[signature page follows]*

**SELLER:**

K & L Company, a business trust

By: Nelson R. Johnson

Its: Pres.

Date: 6-25-10

Address: 21051-NW 79  
Taylor, Tex 76574

**PURCHASER:**

County of Williamson

By: [Signature]  
Dan A. Gattis, County Judge

Date: 6-7-15-10

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

Parcel 34  
RCSJ: 0204-04-044

Page 1 of 3



County: Williamson  
Parcel No.: 34  
Highway: U.S. 79  
Limits: From: 79-B E. of Taylor  
To: E. of FM 1063  
RCSJ: 0204-04-044

#### PROPERTY DESCRIPTION FOR PARCEL 34

DESCRIPTION OF A 0.247 ACRE (10,769 SQ. FT.) TRACT OF LAND LOCATED IN THE JEHU BEVIL SURVEY, ABSTRACT NUMBER 59, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 3.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO K & L COMPANY AS RECORDED IN DOCUMENT NO. 2005073282, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.247 ACRE (10,769 SQ. FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type II concrete monument set, 106.92 feet left of United States Highway 79 (U.S. 79) Engineer's Centerline Station 1227+60.73, being an angle point for the proposed north right-of-way line of said U.S. 79, same being the west line of said 3.00 acre tract, also being an interior line of a called 36.69 acre tract of land described in a deed to Jay D. Mikulencak, as recorded in Volume 1983, Page 449, Official Records of Williamson County, Texas, and being the northwest corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2-inch iron rod with a TxDOT aluminum cap set, for a point of reference, being in the common line of said 3.00 acre tract and said 36.69 acre tract bears, N 21°45'01" W, passing at a distance of 5.05 feet a TxDOT Type II concrete monument, for an angle point, 111.92 feet left of U.S. 79 Engineer's Centerline Station 1227+60.04, and continuing in all a total distance of 105.06 feet;

1) **THENCE** with said proposed right-of-way line, crossing through the interior of said 3.00 acre tract, N 76°07'59" E, a distance of 269.24 feet to a TxDOT Type II concrete monument set, 106.98 feet left of U.S. 79 Engineer's Centerline Station 1230+29.97, being in the east line of said 3.00 acre tract, same being in an interior line of said 36.69 acre tract, also being the northeast corner of the tract described herein, from which a 1/2-inch iron rod with a TxDOT aluminum cap set, for a point of reference, being in the common line of said 3.00 acre tract and said 36.69 acre tract bears, N 21°45'01" W, a distance of 100.00 feet;

2) **THENCE** leaving said proposed right-of-way line, with said common line, S 21°45'01" E, a distance of 40.38 feet to the calculated south common corner of said 3.00 acre tract and said 36.69 acre tract, being in the existing north right-of-way line of said U.S. 79 and the north line of a called 1.275 acre tract of land conveyed to the State of Texas, as recorded in Volume 447, Page 618, Deed Records of Williamson County, Texas, same being the southeast corner of the tract described herein;

3) **THENCE** leaving said common line, with said existing right-of-way line, S 76°07'59" W, a distance of 269.24 feet to a 1/2-inch iron rod found, for the south common corner of said 3.00 acre tract and said 36.69 acre tract, same being the southwest corner of the tract described herein;



4) **THENCE** leaving said existing right-of-way line, with the common line of said 3.00 acre tract and said 36.69 acre tract, N 21°45'01" W, a distance of 40.38 feet to the **POINT OF BEGINNING** and containing 0.247 acre (10,769 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

All coordinates shown hereon are NAD 83/93 (HARN) State Plane Coordinates adjusted to the surface using a combined scale factor of 1.0001135512.

Access Control on Non-Access Controlled Facilities: "Access will be permitted to the highway facility from the remainder of the property lying adjacent to U.S. 79."

THE STATE OF TEXAS  
COUNTY OF TRAVIS


§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

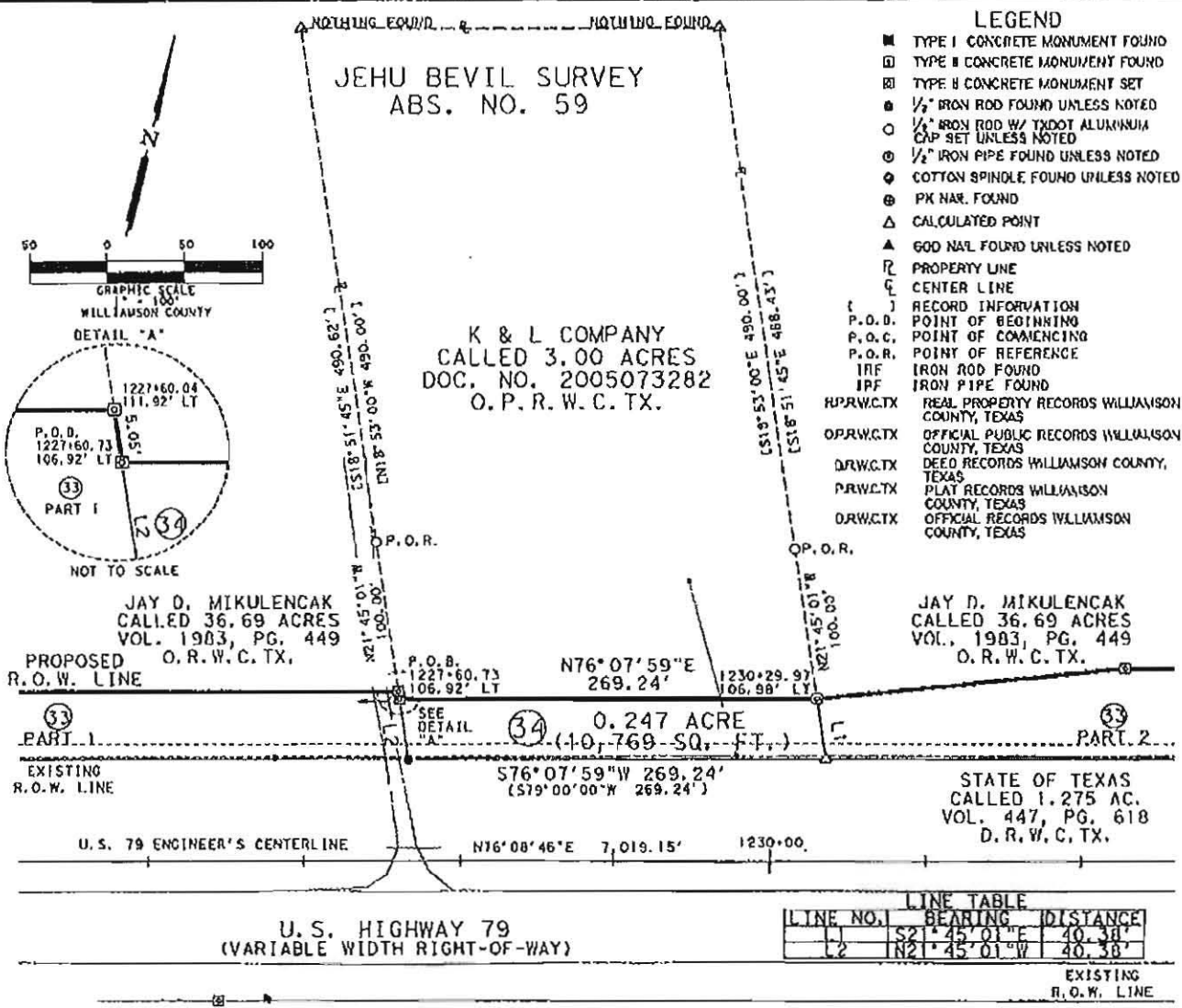
That I, C. M. Solomon, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 23<sup>rd</sup> day of October 2007 A.D.

SURVEYING AND MAPPING, Inc.  
5508 West Highway 290, Building B  
Austin, Texas 78735

  
C. M. Solomon  
Registered Professional Land Surveyor  
No. 5734 - State of Texas





4508 West Highway 200  
Building U  
Austin, Texas 78735  
(512) 447-0570  
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH  
PARCEL 34  
WILLIAMSON CO.  
RCSJ NO. 0204-04-044





**SPECIAL WARRANTY DEED  
US 79 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 US Highway 79 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 K&L Company, a business trust, 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 Williamson County, Texas, 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 0.247 acre tract of land, more or less, being out of the Jehu Bevil Survey, Abstract No. 59, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 34)

**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 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 US 79, 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 Williamson County, 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 Williamson County, 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 28 day of June, 2010.

GRANTOR:

K&L Company, a business trust

By: 

Its: Pres.



ACKNOWLEDGMENT

STATE OF TEXAS

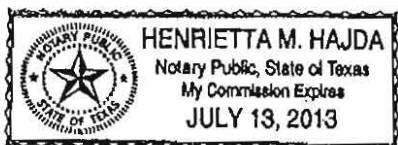
§

COUNTY OF Willberson

§

§

This instrument was acknowledged before me on this the 28<sup>th</sup> day of June, 2010 by NORMAN R. JOHNSON in the capacity and for the purposes and consideration recited therein.



Henrietta M Hajda  
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:**