REAL ESTATE CONTRACT US Highway 183 Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between PHILIP HOGAN and GINA RAE HOGAN, (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 10.444 acre tract of land, more or less, situated in the John B. Robinson Survey, Abstract No. 521 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 6).

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 TWO MILLION TWO HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED THREE and 00/100 Dollars (\$2,274,703.00). Purchaser has previously paid Seller the amount of \$1,678,732.20 pursuant to the terms of a Possession and Use Agreement between the parties, therefore leaving a remaining balance to be paid to Seller of FIVE HUNDRED NINETY FIVE THOUSAND NINE HUNDRED SEVENTY and 80/100 Dollars (\$595,970.80) to complete this transaction.

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 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.

[signature page follows]

SELLER:

Date: (\25\10

Address: P.O. Box Zeol

Date: 6/25/10

Address: 700 CR. 263 Liberty Hill, TX 7864

PURCHASER:

COUNTY OF WILLIAMSON

Dan A. Gattis County Judge

Date: 7-11- 2-1.

Address: 710 Main Street

Suite 101

Georgetown, Texas 78626



County:

Williamson

Parcel No.:

6

Highway:

U.S. 183

Limits:

From: Riva Ridge Drive To: State Highway 29

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 10.444 ACRE TRACT OF LAND LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 117.15 ACRE TRACT OF LAND, DESCRIBED IN THE DEED TO PHILLIP HOGAN AND WIFE, GINA RAE HOGAN, AS RECORDED IN DOCUMENT NO. 2000007280, OF THE OFFICAIL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.444 ACRE 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 5/8-inch iron rod with a "SAM Inc." aluminum cap set in concrete, 220.00 feet right of U.S. Highway 183 Engineer's Centerline Station 109+11.83, being in the proposed west right-of-way line of U.S. Highway 183, a varying width right-of-way, being in the north line of said 117.15 acre tract and the south line of a called 10.86 acre tract of land, described in the deed to Capitol Aggregates, Ltd., as recorded in Document No. 2003101293, of the Official Public Records of Williamson County, Texas, being the west corner and the POINT OF BEGINNING of the tract described herein, from which a 1/2-inch iron rod found for an ell corner of said 117.15 acre tract and said 10.86 acre tract bears, S 69° 16' 01" W, a distance of 1946.56 feet;

THENCE leaving said proposed west right-of-way line with the common line of said 117.15 acre tract and said 10.86 acre tract the following two (2) courses and distances:

- 1. N 69° 16' 01" E, a distance of 291.53 feet to a 1/2-inch Iron rod found, and
- N 53° 58' 46" E, a distance of 20.07 feet to an 1/2-Iron rod found for the east common corner of said 117.15 acre tract and said 10.86 acre tract, same being the existing west right-of-way line of U.S. Highway 183, a varying width right-of-way, from which an iron pipe found for the northeast corner of said 10.86 acre tract, bears, N 53° 57' 05" E, a distance of 34.92 feet;

THENCE leaving said common line with said existing west right-of-way line, S 21° 02' 37" E, passing at a distance of 1365.18 feet a Texas Department of Transportation Type I monument found, continuing in all a total distance of 1466.70 feet to a 1/2-inch iron rod found for the southeast corner of said 117.15 acre tract, same being the existing north right-of-way line of County Road 263, for which no record information was found, from which a 1/2-iron rod found for the northeast comer of a called 11.1224 acre tract of land (Tract 1), described in the deed to Foster San Gabriel Investments, Ltd., as recorded in Document No. 2005003392, of the Official Public Records of Williamson County, Texas, bears, S 21° 02' 37" E, a distance of 31.06 feet;

THENCE leaving said existing west right-of-way line with said north right-of-way line, S 68° 36' 11" W, a distance of 309.71 feet to a 5/8-inch iron rod with a "SAM inc." aluminum cap set in concrete, 220.00 feet right of U.S. Highway 183 Engineer's Centerline Station 123+72.65, for the southwest corner of the tract described herein;

THENCE leaving said existing north right-of-way line with said proposed west right-of-way line crossing through the interior of said 117.15 acre tract the following two (2) courses and distances:

- 1. with the arc of a curve to the right a distance of 128.09 feet, through a central angle of 00° 51' 09", having a radius of 6720.00 feet, and whose chord bears, N 21° 35' 23" W, a distance of 128.09 feet to a 5/8-inch iron rod with a "SAM inc," aluminum cap set in concrete, 220.00 feet right of U.S. Highway 183 Engineer's Centerline Station 122+48.75, and
- 2. N 21° 02' 37" W, a distance of 1336.92 feet to the POINT OF BEGINNING and containing 10,444 acres of land, more or less.

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

9999

All coordinates shown hereon are NAD 83/93 (HARN) Texas State Plane Coordinates, Central Zone, adjusted to the surface using a combined scale factor of 1.00012.

THE STATE OF TEXAS COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert E. Butler, Jr., 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 under my direction and supervision,

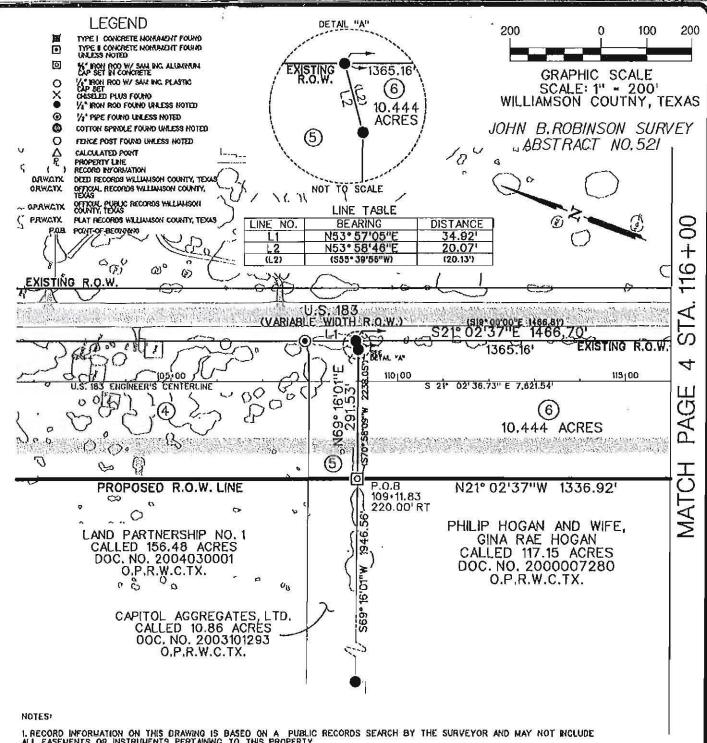
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 19th day of May 2009.

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

Robert E. Butler, Jr.

Registered Professional Land Surveyor

No. 5618 - State of Texas



I. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

2. ALL COORDINATES AND BEARMOS ARE BASED UPON NAD 83/93 (HARN) YEXAS STATE PLANE COORDINATES, CENTRAL ZONE, ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.00012.

3. IMPROVEMENTS SHOWN HEREON ARE BASEO UPON SAM, INC. AERIAL SURVEY DIGITAL FRES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.

4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND, THERE WAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN,

5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.

3 OF REF. FIELD NOTE NO. 4811R



5508 Yest Highway 290, Guiding B Austin, Toxas 76735 (512) 447-0576 Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH PARCEL 6 WILLIAMSON COUNTY, TEXAS

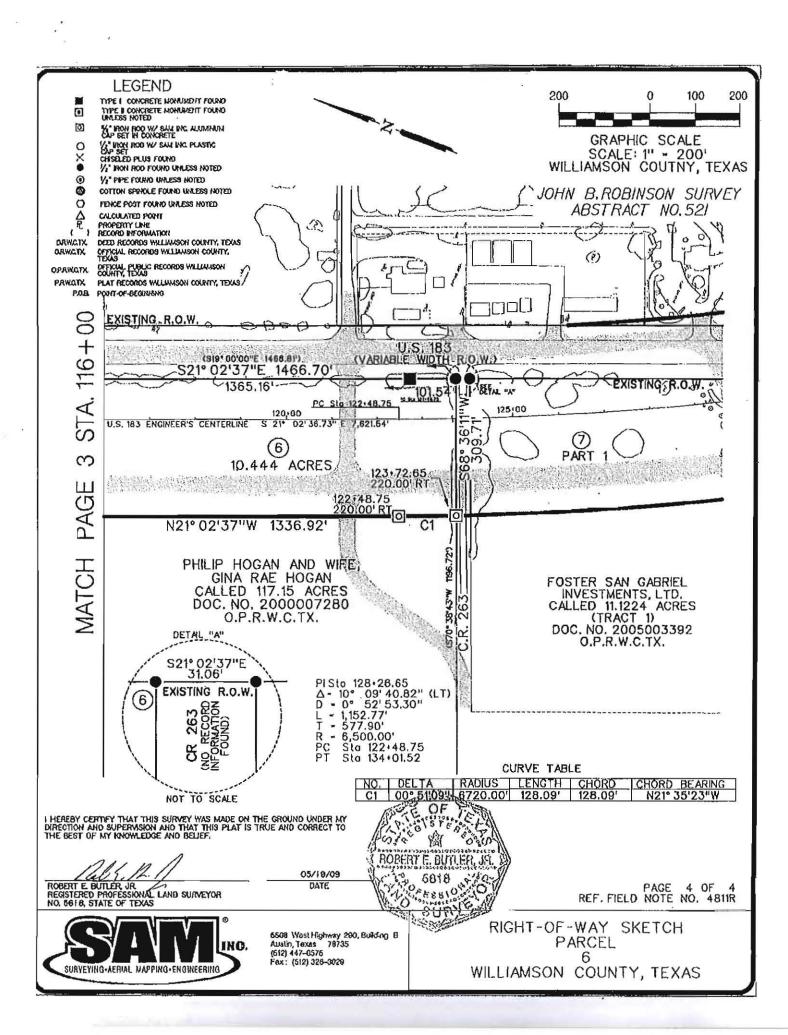


EXHIBIT "B" SPECIAL WARRANTY DEED US 183 Right of Way

THE STATE OF TEXAS

8000

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 183 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 PHILIP HOGAN and GINA RAE HOGAN, 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 10.444 acre tract of land, more or less, being out of the John B. Robinson Survey, Abstract No. 521, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 6).

REPRESENTATIONS AND WARRANTIES OF BUYER:

Buyer represents that no billboard, communication towers, electrical substations or other nuisance will be erected on said tract, only the necessary highway signage and appurtenances to maintain said US 183.

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.

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 US 183, but shall not be used or exported from the Property for any other purpose.

Grantor does not imply any other transfer of any roadways adjacent and appurtenant to the US 183 frontage, including County Road 263, other than the tract being transferred.

THE CONVEYANCE OF THE PROPERTY TO PURCHASE IS MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS." EXPECT FOR THE SPECIAL WARRANTY OF TITLE SELLER MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATING OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, CONDITION, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. SELLER HEREBY DISCLAIMS ANYAND ALL WARRANTIES WITH RESPECT TO THE PROPERTY. INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO QUALITY AND SUITABILITY FOR ANY PURPOSE, PROVIDED THAT THIS DICLAIMER SHALL NOT BE CONSTRUED AS A DISCLAIMER OF ANY SPECIAL WARRANTY OF TITLE OF THE PROPERTY.

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, acting by and through the Texas Transportation Commission 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, acting by and through the Texas Transportation Commission 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 instrum 2010.	nent is executed on this the _	day of
GRANTOR:		
Philip Hogan		
Gina Rae Hogan		
ACKNOWLEDGMENT		
STATE OF TEXAS	§ § §	
COUNTY OF	§ §	
This instrument was acknowledge 2010 by Philip Hogan and Gina Rae consideration recited therein.	ed before me on this the	day of nd for the purposes and
	Notary Public, State of Texa	s

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: