REAL ESTATE CONTRACT SH 195 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SYLVIA ANN THOMAS, (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:

Electric easement interest in and across all of that certain 0.070 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 and shown on the sketch in Exhibit "A", attached hereto and incorporated herein (Parcel 132E-PEC); and

Electric transmission line easement interest in and across all of that certain 0.388 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 and shown on the sketch in Exhibit "B", attached hereto and incorporated herein (Parcel 132E-LCRA); and

Waterline utility easement interest in and to all of that certain 0.100 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 and shown on the sketch in Exhibit "C", attached hereto and incorporated herein (Parcel 132WE--COG);

Temporary construction easement interest for City of Georgetown waterline facility installation in and across all of that certain 0.127 acre tract of land, more or less, situated in the W. Roberts Survey, Abstract No. 524 in Williamson County, Texas, being more fully described as shown on the sketch which accompanies the field notes in Exhibit "C", attached hereto and incorporated herein.

ARTICLE II PURCHASE PRICE

Purchase Price

- 2.01 The purchase price for the easement interests in the Property described in Exhibit "A" (PEC) shall be the sum of EIGHT THOUSAND NINE HUNDRED NINETEEN and 00/100 Dollars (\$8,919.00).
- 2.01.1 The purchase price for the easement interests in the Property described in Exhibit "B" (LCRA) shall be the sum of NINE THOUSAND EIGHT HUNDRED ELEVEN and 00/100 Dollars (\$9,811.00).
- 2.01.2 The purchase price for the easement interests in the Property described in Exhibit "C" (COG) shall be the sum of SEVEN THOUSAND NINE HUNDRED THIRTY and 00/100 Dollars (\$7,930.00).

The total purchase price for all of the property interests sought to be acquired herein shall be the sum of \$26,660.

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 sufference, 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 August 23 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 Pedernales Electric Cooperative a duly executed and acknowledged Electric Easement conveying such interest in and to the property described in Exhibit "A", deliver to the Lower Colorado River Authority a duly executed and acknowledged Electric Transmission Line Easement conveying such interest in and to the property described in Exhibit "B", and deliver to the City of Georgetown a duly executed and acknowledged Waterline Utility Easement and Temporary Construction Easement conveying such interests in and to the property described in Exhibit "C", all 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 PEC electric easement shall be in the form as shown in Exhibit "D" attached hereto. The City of Georgetown Waterline Utility Easement shall be in the form as shown in Exhibit "E" attached hereto.

- (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in the Grantee's favor in the full amount of the purchase price, insuring Grantee's property interest in and 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
 - (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.

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 Selier 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 faihure 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 faosimile may be considered effective as originals for purposes of this Contract.

SELLER:

Date: 3 Aug 2010

Address: 650 Hwy 195 Georgetown, In 78633

PURCHASER:

COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge

Date: 4-17- 290

Address: 710 Main Street

Suite 101

Georgetown, Texas 78626

Ехнівіт <u>А</u>

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.070 ACRE (3,067 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 624, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 15 ACRE TRACT OF LAND CONVEYED TO SYLVIA ANN THOMAS BY INSTRUMENT RECORDED IN VOLUME 219, PAGE 878 OF THE PROBATE RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 1322, PAGE 593 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.070 ACRE (3,067 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northerly boundary line of a 71.997 acre tract of land conveyed to NWC SH195 & I36 Ltd., by instrument recorded in Document No. 2008000666 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of said 15 acro tract, for the southeast corner and the POINT OF BEGINNING of the herein described tract, and from which a capped iron rod found, being in the northerly boundary line of said 71.997 acre tract, same being in the southerly boundary line of said 15 acre tract bears, N 68°65'38" E for a distance of 262.61 feet;

- 1) THENCE, with the common boundary line of said 71.997 acre tract and said 16 acre tract, 8 68°56'38" W for a distance of 16.32 feet to a calculated point, being in the existing easterly right-of-way (R.O.W.) line of State Highway (SH) 195 (right-of-way width varies), same being in the proposed easterly R.O.W. line of said SH 195, for the southwest corner of the herein described tract, and from which an Iron rod found with TXDOT aluminum cap bears, S 32°50'07" E for a distance of 0.34 feet;
- 2) THENCE, departing the northerly boundary line of said 71.997 acre tract, and through the interior of said 15 acre tract, with the proposed northerly right-of-way line of SH 195, N 32°50'24" W for a distance of 203.36 feet to a calculated point, being in the southerly boundary line of that 46.00 acre tract of land conveyed to Mitchell L. Fortune & Judith D. Fortune by instrument recorded in Document No. 2004002927 of the Official Public Records of Williamson County, Texas, same being in the northerly boundary line of said 16 acro tract, for the northwest corner of the herein described tract;
- THENCE, with the common boundary line of sald 45.00 acre tract and said 15 acre tract, N 60°39'38" E for a
 distance of 15.03 feet to a calculated point for the northeast corner of the herein described tract;
- 4) THENCE, departing the southerly boundary line of said 45.00 acro treot, through the interior of said 15 acre traot, 8 32°50'24" E for a distance of 205.57 feet to the POINT OF BEGINNING, containing 0.070 acres (3,067 square feet) of land, more or less.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This properly description is accompanied by a separate plat.

That I, M. Stephen Truesdale, 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.

21. Kure 2010

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

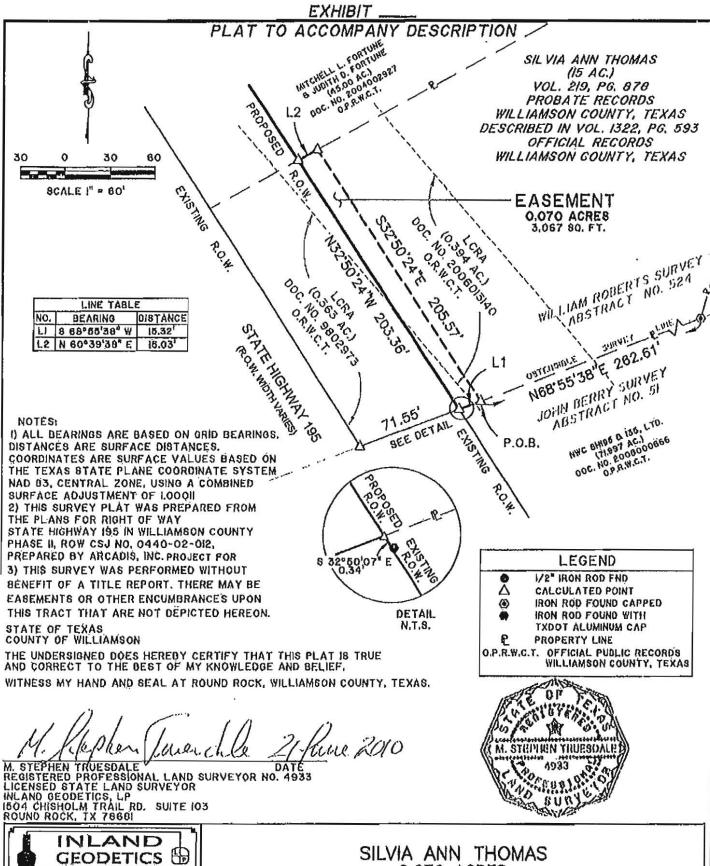
Inland Geodelles, L.P.

1504 Chisholm Trail Road Suite 103

Round Rock, TX 78681

512-238-1200





PROFESSIONAL LAND SURVEYORS

1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (5)2) 238-1251 SILVIA ANN THOMAS 0.070 ACRES 3,067 SQUARE FEET

PAGE 2 OF 2

EXHIBIT " 2 "

DESCRIPTION FOR A 9.388 ACRE TRACT OF LAND SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT NUMBER 524, WILLIAMSON COUNTY, TRXAS, BEING A PORTION OF A 15.00 ACRE TRACT OF LAND CONVEYED TO JAMES RUSSELL THOMAS BY INSTRUMENT RECORDED IN VOLUME 1322, PAGE 593 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, (ESTATE PROBATED VOLUME 219, PAGE 882, PROBATE RECORDS OF WILLIAMSON COUNTY, TEXAS), SAID 0.388 ACRE TRACT CONTAINING A 9.311 ACRE PORTION OF A 9.395 ACRE EASEMENT CONVEYED TO LCRA TRANSMISSION SERVICES CORPORATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006013140 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 9.388 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point (Grid Coordinates Northing 10231916.67 U.S. ft. Ensting 3137289.91 U.S. ft.) on the southeasterly line of said 15.00 acre tract, same being in the proposed northeast right-of-way line of SH 195 (R.O.W. width varies), also being the westerly corner of a 71.997 acre tract conveyed to NWC SH 195 & I35, LTD, by instrument recorded in Document No. 2008000666 of the Official Public Records of Williamson County, Texas, also being the northwesterly corner of Parcel 5 conveyed to the State of Texas by instrument recorded in Document No. 2006052700 of the Official Public Records of Williamson County, Texas, from which a found 1/2" Iron rod with aluminum cap bears S32°50'07'B, a distance of 0.34 feet;

THENCE N68°55'38'E, departing the proposed northeasterly right-of-way line of SH 195, with the common line of said 15.00 acre tract and said 71.997 acre tract, a distance of 15.32 feet to the POINT OF BEGINNING (Grid Coordinates Northling 10231922.18 U.S. ft. Easting 3137304.21 U.S. ft.);

THENCE N32°50'24"W, departing the common line of said 15.00 acre tract and said 71.997 acre tract and through said 15.00 acre tract, a distance of 205.57 feet to point on the southeasterly line of a 45.00 acre tract of land conveyed to Mitchell L. Portune and wife, Judith D. Fortune by instrument recorded in Document No. 2004002927 Official Public Records of Williamson County, Texas, from which a point on the common line of said 15.00 acre tract and said 45.00 acre tract, same being on the proposed northeasterly right-of-way line of SH 195, bears S60°39'38"W a distance of 15.03 feet:

THENCE N60°39'38'B, with the common line of said 15.00 acre tract and said 45.00 acre tract, a distance of 80.15 feet to a point, from which an angle point in the common line of said 15.00 acre tract and said 45.00 acre tract bears N60°39'38'B, a distance of 229.58 feet;

THENCE S32°50'24'B, departing the common line of the said 15.00 acre tract and the said 45.00 acre tract, through said 15.00 acre tract, a distance of 217.34 feet to a point on the southensterly line of said 15.00 acre tract, same being on the northwesterly line of said 71.997 acre tract, from which an angle point in the common line of said 15.00 acre tract and said 71.997 acre tract bears N68°55'38'B, a distance of 180.89 feet;

THENCE S68°55'38"W, with the common line of the said 15.00 acre tract and the said 71.997 acre tract, a distance of 81.71 feet to the POINT OF BEGINNING hereof, and containing 0.388 acre of land within the bearing and distance calls contained herein.

BBARING BASIS: Texas State Plane Coordinate System Grid, Central Zone, NAD83/NGS93. All distances are surface values; to obtain grid values multiply surface distances by a Combined Scale Factor of 0.99989. All distance units are U.S. Survey feet.

This description and plat attached hereto represent an on-the-ground survey made under my direct supervision during the month of June 2009.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics, L.P.

1504 Chisholm Trail Road, Suite 103

Round Rock, Texas 78681

Phone: (512) 238-1200 Pax: (512) 238-1251

Date:

WORD FILE: T359002A-0001A.DOC ACAD FILE: T359002A-0001A.DWG

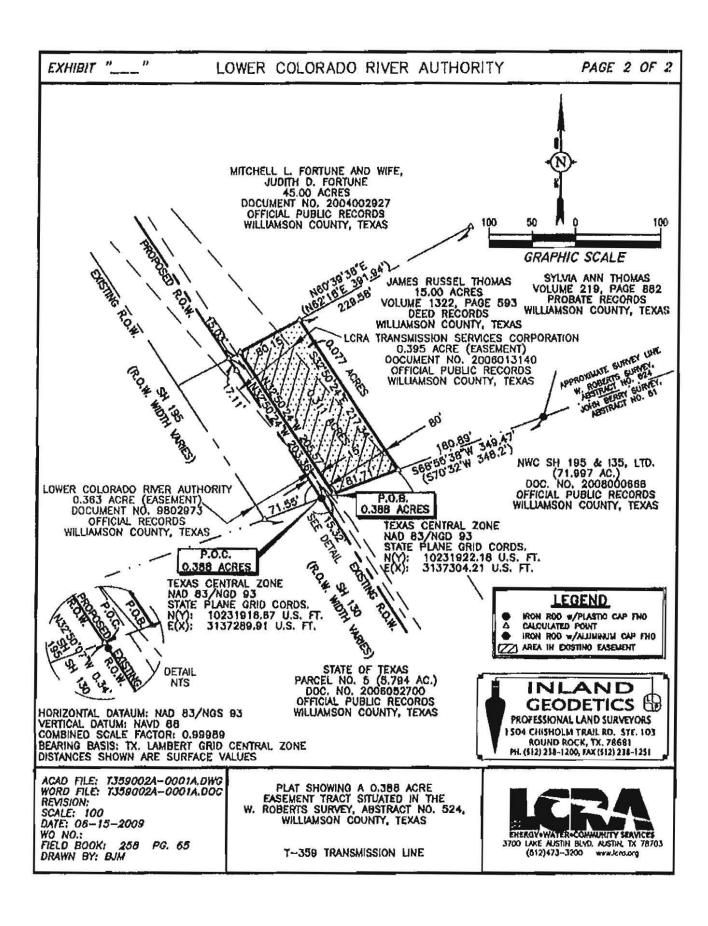


EXHIBIT C

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.100 ACRE (4,377 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILLIAM ROBERTS SURVEY, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 16 ACRE TRACT OF LAND CONVEYED TO SYLVIA ANN THOMAS BY INSTRUMENT RECORDED IN VOLUME 219, PAGE 878 OF THE PROBATE RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.100 ACRE (4,377 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the southerly boundary line of said 16 acre tract, same being the northerly boundary line of a 71,997 acre tract of land convoyed to NWC SH195 & I35 Ltd., by instrument recorded in Document No. 2008000666 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

- 1) THENCE, departing the northerly boundary line of said 71.997 acre tract, through the interior of said 16 acre tract N 32°50'24" W for a distance of 217.34 feet to a catculated point, being the northerly boundary line of said 15 acro tract, same being the southerly boundary line of that 45.00 acro tract of land conveyed to Mitchell L. Fortune & Judith D. Fortune by instrument recorded in Document No. 2004002927 of the Official Public Records of Williamson County, Texas, for the northwest corner of the heroin described tract;
- 2) THENCE, with the common southerly boundary line of said 45.00 acre tract, same being the northerly boundary line of said 15 acre tract, N 60°39'36" E for a distance of 20.04 feet to a calculated point for the northeast corner of the heroin described tract;
- 3) THENCE, departing the southerly boundary line of said 45.00 acre tract, through the interior of said 15 acre tract, \$ 32°50'24" E for a distance of 220.28 feet to a calculated point, being the northerly boundary line of said 71.997 acre tract, same being the southerly boundary line of said 15 acre tract for the southeast corner of the herein described tract, and from which an iron rod found capped being the common boundary line of said 15 acre tract and said 71.997 acre tract bears N 68°55'38" E for a distance of 160.46 feet;

4) THENCE, with the southerly boundary line of said 15 acre tract, same being the northerly boundary line of said 71,997 acre tract 8 68°55'38" W for a distance of 20.43 feet to the POINT OF BEGINNING, containing 0.100 acres (4,377 square feet) of land, more or less.

NOTE: There is also a 26.00 foot wide Temporary Construction Easement east of, adjacent to and parallel with Course three (3) of the above description and as shown on the accompanying Parcel Pial.

All bearings recited herein are based on the Toxas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

This properly description is accompanied by a separate plat.

That I, M. Stephen Truesdale, 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 Round Rock, Williamson County, Texas.

M. Stephon Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodellos, L.P.

1504 Chishelm Trail Road

Sulte 103

Round Rock, TX 78681

612-238-1200

Data

AL STEPPHEN TRACESPALE

