

REAL ESTATE CONTRACT
Chandler Road (Section IIIA)--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between L. KOTRLA PROPERTY, L.L.C., a Texas limited liability company, and E. KOTRLA PROPERTY, L.L.C., a Texas limited liability company, (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 0.948 acre tract of land, more or less, situated in the Samuel Pharrass Survey, Abstract No. 496, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 20)

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 Exhibit "A", 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 described in Exhibit "A", and for the replacement of any fencing or damages or cost to cure the remaining property of Seller, shall be the sum of FIFTEEN THOUSAND and 00/100 Dollars (\$15,000.00).

Special Provisions

2.02. **SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION:** As an obligation which shall survive the closing of this transaction, by execution of this Contract Seller agrees that within 30 days after the closing of this transaction, or on or before other date agreed to between Seller and Purchaser in writing, 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 in order to allow Purchaser to remove any existing fencing on the Property and construct the planned Chandler Road roadway improvements thereon. Seller further agrees to restore any currently existing access gates or other entry points used by any utility company having an easement interest in and to the remaining property of Seller.

2.02.1. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct one (1) driveway connection between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller in the location and according to the notes and specifications as shown on Exhibit "B" attached hereto and incorporated herein, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

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 31st, 2011, 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 Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", 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 deed shall be in the form as shown in Exhibit "C" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Grantee's fee simple title and/or easement interests 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 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.

SELLER:

L. Kotrla Property, L.L.C.,
a Texas limited liability company

By: _____

Address: _____

Its: _____

E. Kotrla Property, L.L.C.,
a Texas limited liability company

By: _____

Address: _____

Its: _____

PURCHASER:

COUNTY OF WILLIAMSON

By: _____

Dan A. Gattis, County Judge

Date: 05-13-2011

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

EXHIBIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

June 1, 2005

TRACT TWENTY - 0.948 ACRE

These notes describe that certain tract of land located in SAMUEL PHARRASS SURVEY, ABSTRACT NO. 496, in Williamson County, Texas; subject tract being part of and out of a called "433.04 Acres" conveyed in an Warranty Deed with Vendor's Lien from David L. Kelley Asset Liquidating Trust to Edwin Kotrla, Jr., and Larry Kotrla, dated 11-2-05 and recorded in Document No. 2005094095, of the Official Public Records of Williamson County, Texas, (OPRWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 1, 2005; subject tract being more fully described as follows:

BEGINNING at a 5/8" Iron Rod found (N: 10197447.5350, E: 3193765.5890), being the Southwest corner of said "433.04 Acres", same being the Northwest corner of a "51.718 Acres" conveyed in a Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, (OPRWC); same being in the East line of a called "100 Acres" conveyed in a Warranty Deed from Gladys Townsend, et al, to Gladys Townsend, et al, dated 7-25-03 and recorded in Document No. 2003078951, (OPRWC); same being the Southwest corner of subject tract;

THENCE North 21°26'24" West, with a line for the common line of said "433.04 Acres" and said "100 Acres", a distance of 248.34 feet, to a Calculated Corner, being in the West line of said "433.04 Acres", same being in the East line of said "100 Acres", same being the Northwest corner of subject tract;

THENCE with a curve to the right, having the following characteristics:

Chord Bearing	South 75°16'13" East
Chord Distance	98.38 feet
Delta	01°06'19"
Radius	5100.00 feet
Arc Length	98.39 feet, to a Concrete Monument set, being an exterior corner of subject tract;

THENCE South 74°43'04" East, a distance of 314.10 feet, to a Calculated Corner, being in the South line of said "433.04 Acres", same being in the North line of said "51.718 Acres", same being the Easternmost corner of subject tract;

THENCE South 68°08'06" West, with a line for the common line of said "433.04 Acres" and said "51.718 Acres", a distance of 331.20 feet, to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 0.948 Acre.

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



LEGEND:

- 5/8" IRON ROD FOUND
- CONCRETE MONUMENT SET
- △ CALCULATED CORNER



"433.04 ACRES"
WD W/M. -
DAVID L. KELLEY ASSET LIQUIDATING TRUST
TO
EDWIN KOTRLA, JR., & LARRY KOTRLA
11-2-05 DOC. 2005094095 OPRWC

TRACT 20
0.948 ACRE

N: 10197447.5350
E: 3193765.5890

"100 ACRES"
WD - GLADYS TOWNSEND, ET AL
TO
GLADYS TOWNSEND, ET AL
7-25-03 DOC. 2003078951 OPRWC

"51.718 ACRES"
WD - GLADYS TOWNSEND, ET AL
TO
GLADYS TOWNSEND, ET AL
7-25-03 DOC. 2003078951 OPRWC

LINE TABLE		
LINE	LENGTH	BEARING
L1	331.20	S68°08'06"W
L2	218.34	N21°28'24"W
L3	314.10	S74°43'04"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CH-BEARING
C1	98.39	5100.00	106°19'	49.18	98.38	S76°16'13"E

NOTES:

1.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. 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 BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, HAD 83 (83). ALL DISTANCES AND COORDINATES ARE ADJUSTED TO SURFACE USING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00012.

3.) THIS PLAT IS ACCOMPANIED BY A PROPERLY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRUCE L. BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249, STATE OF TEXAS

01-05-07
DATE



PAGE ____ OF ____
REFERENCE FIELD NOTE NO. ____



BRYAN TECHNICAL SERVICES, INC.
P.O. BOX 1371
TAYLOR, TEXAS 76574
512-365-2524
512-365-2526 (Fax)
surveying@austin.rr.com

RIGHT-OF-WAY DRAWING
SHOWING THE PROPERTY OF:

EDWIN KOTRLA, JR., & LARRY KOTRLA



SPECIAL WARRANTY DEED
Chandler Road (Phase IIIA) 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 is 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 Chandler Road roadway 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 L. KOTRLA PROPERTY, L.L.C., a Texas limited liability company, and E. KOTRLA PROPERTY, L.L.C., a Texas limited liability company, 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 0.948 acres of land, more or less, situated in the Samuel Pharrass Survey, Abstract No. 496, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 20)

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.

Grantor reserves 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 Williamson County 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 Chandler Road, 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 the ____ day of _____, 2011.

GRANTOR:

L. Kotrla Property, L.L.C.,
a Texas limited liability company

By: _____

Its: _____

E. Kotrla Property, L.L.C.,
a Texas limited liability company

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2011 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2011 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge Dan A. Gattis
County Courthouse
701 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: