

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

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between NORMAN JOHNSON, (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 0.382 acre tract of land, more or less, out of the Hardy Pace Survey, Abstract No. 493, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 12)

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, and for any damage to or reconfiguration or curative measures for the remaining property of Seller, shall be the sum of SIXTY THOUSAND and 00/100 Dollars (\$60,000.00).

Pursuant to the terms of a Possession and Use Agreement executed by the parties and recorded in Document No. 2008049351, Purchaser has previously paid to Seller the amount of \$18,619.00 for which Purchaser shall receive a credit herein, leaving a remaining purchase price to be paid at the closing of this transaction of **FORTY ONE THOUSAND THREE HUNDRED EIGHTY ONE and 00/100 Dollars (\$41,381.00).**

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 August 31, 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 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 Exhibit "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.
- (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 Grantee's favor in the full amount of the purchase price, insuring Grantee'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.

#### 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:**

\_\_\_\_\_  
Norman Johnson

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**PURCHASER:**

COUNTY OF WILLIAMSON

By: \_\_\_\_\_

  
Dan A. Gattis, County Judge

Date: 8-17-2011

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

EXHIBIT A

County: Williamson  
Parcel No.: 12  
Highway: U.S. 79  
Limits: From: 79-B E. of Taylor  
To: E. of FM 1063  
RCSJ: 0204-04-044

**PROPERTY DESCRIPTION FOR PARCEL 12**

DESCRIPTION OF A 0.382 ACRE (16,621 SQ. FT.) TRACT OF LAND LOCATED IN THE HARDY PACE SURVEY, ABSTRACT NO. 493, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO NORMAN JOHNSON, AS RECORDED IN DOCUMENT NO. 2004020659, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.382 ACRE (16,621 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 1/2-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set, 106.83 feet left of United States Highway 79 (U.S. 79) Engineer's Centerline Station 1108+87.35, being in the proposed north right-of-way line of said U.S. 79, same being the west line of said 5.00 acre tract, also being the east line of a called 5.447 acre tract of land described in a deed to Steven G. Gangl and wife, Janis K. Gangl, as recorded in Document No. 2003017281, Official Public 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 found for the north common corner of said 5.00 acre tract and said 5.447 acre tract bears, N 21°24'03" W, a distance of 461.47 feet;

1) **THENCE** leaving said common line, crossing through the interior of said 5.00 acre tract, N 76°07'59" E, a distance of 415.48 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set, 106.82 feet left of U.S. 79 Engineer's Centerline Station 1113+02.82 being the east line of said 5.00 acre tract, same being the west line of a called 5.00 acre tract described in a deed to Lenz Acres Partnership, as recorded in Document No. 2004020088, Official Public Records of Williamson County, Texas, also being the northeast corner of the tract described herein, from which a 1/2-inch iron rod found for the north common corner of said 5.00 acre tracts bears, N 21°22'23" W, a distance of 516.05 feet;

2) **THENCE** leaving said proposed right-of-way line, with said common line, S 21°22'23" E, passing at a distance of 39.79 feet a 1/2-inch iron rod found, continuing in all a total distance of 40.35 feet to the calculated south common corner of said 5.00 acre tracts, same being in the existing north right-of-way line of said U.S. 79 and the north line of a called 2.998 acre tract of land conveyed to the State of Texas, as recorded in Volume 448, Page 184, Deed Records of Williamson County, Texas, also being in 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 415.46 feet to a 1/2-inch iron rod found for the south common corner of said 5.00 acre tract and said 5.447 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 5.00 acre tract and said 5.447 acre tract, N 21°24'03" W, a distance of 40.35 feet to the **POINT OF BEGINNING** and containing 0.382 acre (16,621 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:

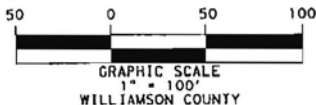
That I, C. M. Solomon, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground.

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



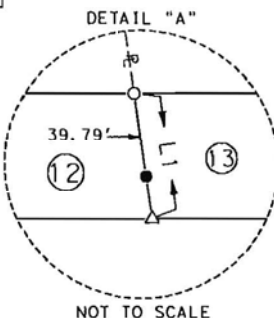


# HARDY PACE SURVEY ABS. NO. 493

## LEGEND

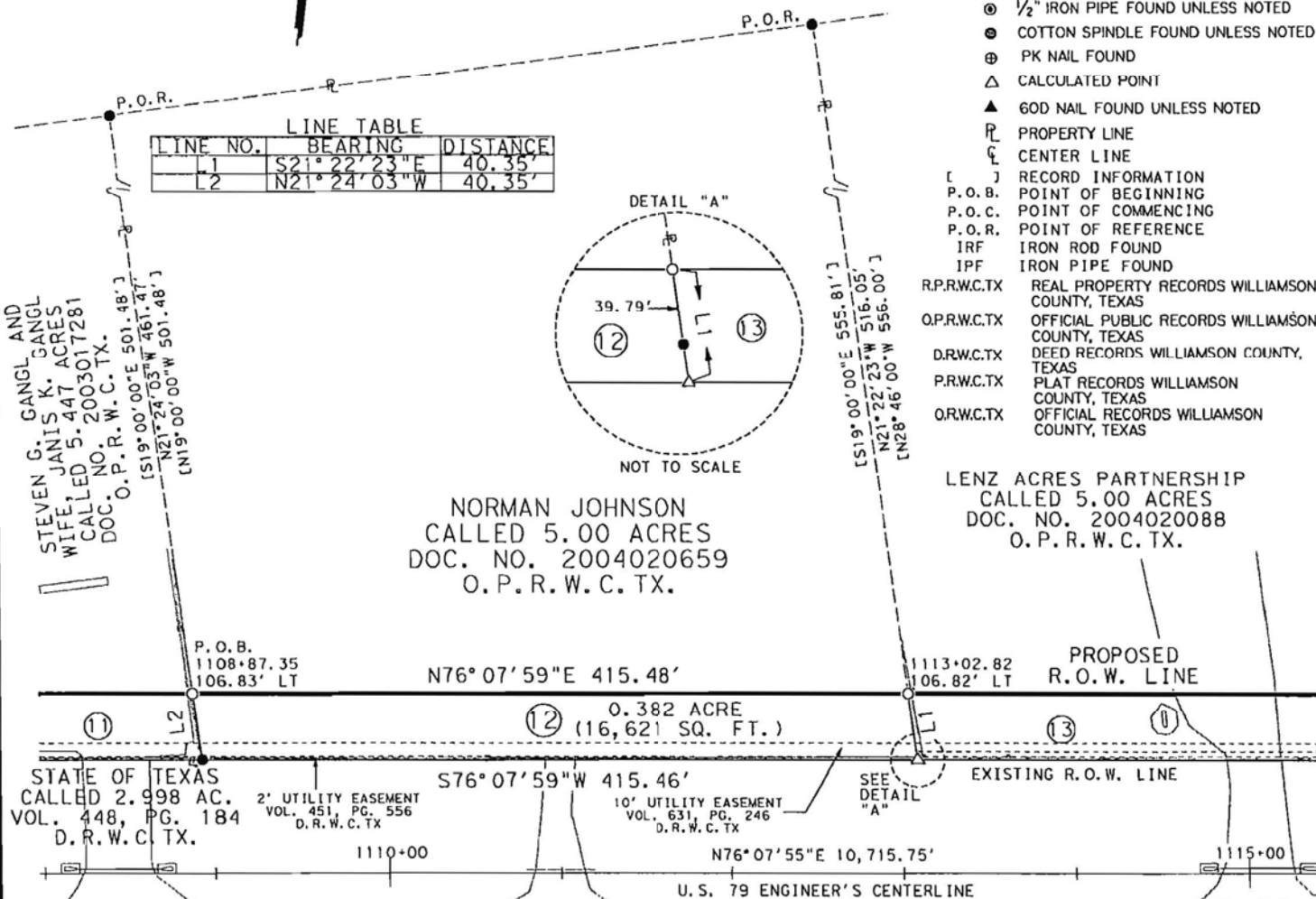
- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- ⊗ TYPE II CONCRETE MONUMENT SET
- 1/2" IRON ROD FOUND UNLESS NOTED
- 1/2" IRON ROD W/ TXDOT ALUMINUM CAP SET UNLESS NOTED
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⊙ COTTON SPINDLE FOUND UNLESS NOTED
- ⊕ PK NAIL FOUND
- △ CALCULATED POINT
- ▲ 60D NAIL FOUND UNLESS NOTED
- PROPERTY LINE
- CENTER LINE
- [ ] RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- R.P.R.W.C.TX REAL PROPERTY RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.TX DEED RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.TX PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S21° 22' 23" E	40.35'
L2	N21° 24' 03" W	40.35'



NORMAN JOHNSON  
CALLED 5.00 ACRES  
DOC. NO. 2004020659  
O.P.R.W.C.TX.

LENZ ACRES PARTNERSHIP  
CALLED 5.00 ACRES  
DOC. NO. 2004020088  
O.P.R.W.C.TX.



### NOTES:

- 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.
- ALL COORDINATES SHOWN HEREON ARE NAD 83/93 (HARN) STATE PLANE COORDINATES ADJUSTED TO THE SURFACE USING A COMBINED SCALE FACTOR OF 1.0001135512.
- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
- VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
- ENGINEER'S CENTERLINE DERIVED FROM SCHEMATIC PROVIDED BY CARTER & BURGESS, INC., ON 11/08/06.
- PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
- ACCESS CONTROL ON NON-ACCESS CONTROLLED FACILITIES: "ACCESS WILL BE PERMITTED TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE PROPERTY OF THE PROPERTY LYING ADJACENT TO U.S. 79."

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.

C. M. SOLOMON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 5734, STATE OF TEXAS

10/23/07  
DATE

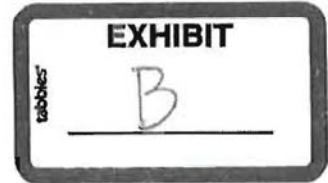


PAGE 03 OF 03  
REF. FIELD NOTE NO. 4272



5508 West Highway 290  
Building B  
Austin, Texas 78735  
(512) 447-0575  
Fax: (512) 326-3029

RIGHT-OF-WAY SKETCH  
PARCEL 12  
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 NORMAN JOHNSON, 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 0.382 acre tract of land, more or less, out of the Hardy Pace Survey, Abstract No. 493, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 12)

**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 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 instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2011.

GRANTOR:

\_\_\_\_\_  
Norman Johnson

**ACKNOWLEDGMENT**

STATE OF TEXAS

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§  
§

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011 by Norman Johnson, 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:**

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

**AFTER RECORDING RETURN TO:**