

## **REAL ESTATE CONTRACT**

SH 195 Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between JAMES EARL 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 0.147 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 in Exhibit "A", attached hereto and incorporated herein (Parcel 117).

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 EIGHT THOUSAND THREE HUNDRED EIGHT and 00/100 Dollars (\$8,308.00).

2.01.1 As additional compensation for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property, Purchaser shall pay the amount of ONE THOUSAND SIX HUNDRED SEVENTY FOUR and 00/100 Dollars (\$1,674.00).

### Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 60 days after the closing of this transaction 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.

### 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 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 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.

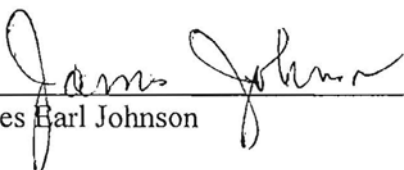
Counterparts

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.

Possession and Use Agreement

8.12 By signing this contract the parties agree that if Purchaser has complied with all obligations of this contract and has deposited the full amount of the purchase price and additional compensation in the escrow account of the Title Company, Seller agrees to allow Purchaser and its contractors and assigns to use and possess the Property for the purpose of constructing and/or improving a public roadway and related facilities, including the relocation of utilities, if necessary to begin the project prior to the completion of the closing of this transaction if closing cannot occur because of any outstanding title curative matters as referenced in Section 5.01. Upon request by Purchaser, Seller agrees that it shall execute a separate possession and use agreement which is suitable for recording in the real property records of Williamson County

**SELLER:**

  
James Earl Johnson

Date: 6-11-10

Address: 18185 Stillman Valley  
Florence Tex 76527

**PURCHASER:**

COUNTY OF WILLIAMSON

By:

  
Dan A. Gattis, County Judge

Date: 7-21-11

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626



Page 1 of 4  
May 29, 2009

County: Williamson  
Highway: SH 195  
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35  
ROW CSJ: 0440-02-012

Legal Description Parcel 117

BEING a 0.147 acre (6,391 square feet) tract of land located in the W. Roberts Survey, Abstract No. 524, of Williamson County, Texas, said 0.147 acre tract of land is out of and a part of a 5.00 acre tract of land conveyed by Mark A. Shelton and wife, Jamie L. Shelton to Micky Shipman by deed recorded October 16, 2003 as Document No. 2003101242 of the Official Public Records of Williamson County, Texas, said 0.147 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the south corner of the above referenced 5.00 acre tract of land and for an east corner of a 10.00 acre tract of land conveyed by Mark A. Shelton and Jamie L. Shelton to George A. Elizondo and wife, Rachel Elizondo by deed recorded July 26, 2005 as Document No. 2005057070 of the Official Public Records of Williamson County, Texas, said rod is located 875.38 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1697+86.79;

THENCE North 51° 32' 08" West with the southwest line of the said 5.00 acre tract for a distance of 990.23 feet to a Texas Department of Transportation (TxDOT) Type II concrete monument set in the proposed south right of way line of Shell for the POINT OF BEGINNING of the herein described tract, said rod is located 830.80 feet right of Proposed SH 195 Baseline Station 1687+84.99 of the proposed SH 195 alignment;

1. THENCE North 51° 32' 08" West continuing with the proposed right of way line for a distance of 31.03 feet to a TxDOT Type II concrete monument set in the existing south right of way line of Shell Road (80 feet ROW), said monument is located 829.38 feet right of Proposed SH 195 Baseline Station 1687+53.93;
2. THENCE North 34° 09' 05" East with the existing south right of way line of Shell Road for a distance of 205.50 feet to a calculated point for the north corner of said 5.00 acre tract;

SCALE IN FEET

0 25 50 75 100

A small diagram of a fish is shown at the 100-foot mark.

CALLED 5.00 ACRES  
 RICKY SHIPKIN  
 DOCUMENT NO. 2003-01243  
 OCTOBER 15, 2003  
 H.C.O.P.R.

CALLED 3.00 ACRES  
 MICKY SHIPMAN  
 DOCUMENT NO. 200301242  
 OCTOBER 16, 2003  
 W.L.C.F.B.

10.00 ACRES  
GEORGE A. ELIZONDO AND WIFE  
RACHEL ELIZONDO  
DOCUMENT NO. 2005051070  
JULY 26, 2005  
W.C.O.P.S.

CALLED 11.01 ACRES  
 GRAMSON FAMILY TRUST  
 DOCUMENT NO. 2001040581  
 JUNE 8, 2001  
 W. C. O. P. R.

SHELL ROAD  
STA 5-47.88  
70.00' LT.

[illegible]

1587-57-03

100

EXHIBIT

REVISÉ MAY 29, 2009

PARCEL 117  
MICKY SWANSON  
SHOWING PROOF OF  
RIGHT OF WAY PLAT

455

REG. NO. 040-02-012

STATE HIGHWAY 155 WILLIAMSON COUNTY, TEXAS

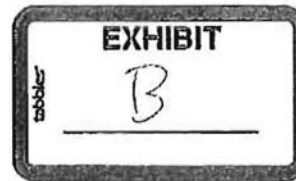
FOR SURVEYING

6810 LES ROSES DRIVE, # 77379

{281} 379-6388

SCALE: 1"=100' MARCH 7, 2007

Parcel 117  
CSJ: 0440-02-012



**SPECIAL WARRANTY DEED**  
**SH 195 Right of Way**

**THE STATE OF TEXAS**

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**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 State Highway 195 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, JAMES EARL 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 0.147 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 in Exhibit "A", attached hereto and incorporated herein (Parcel 117).

**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.

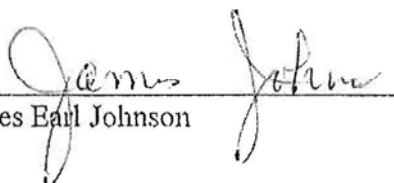
Grantors reserve all of the oil, gas and other minerals and all subsurface water, in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations 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 SH 195, 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 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 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 11<sup>th</sup> day of June, 2010.

**GRANTOR:**

  
James Earl Johnson

**ACKNOWLEDGMENT**

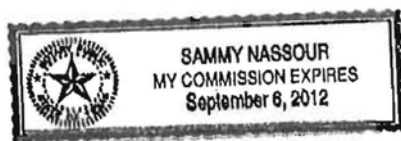
**ACKNOWLEDGMENT**

STATE OF Texas

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 11<sup>th</sup> day of June, 2010 by James Earl Johnson, in the capacity and for the purposes and consideration recited herein.



SH  
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:**