REAL ESTATE CONTRACT SH 195 Right of Way

State of Texas County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between FRANCISCO ROMERO AND MARIA ESTHER ROMERO (referred to in this Contract as "Seller") 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 3.685 acre tract of land, more or less, situated in the John Hamilton Survey, Abstract No. 282 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 210)

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 and Additional Consideration

- 2.01. The purchase price for the Property interests described in Exhibit "A" shall be the sum of EIGHTY ONE THOUSAND AND SEVENTY AND 00/100 Dollars (81,070.00).
- 2.0.1. As Additional Consideration for the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property or for any damages to the remaining property of Seller, Purchaser shall pay the amount of SIX THOUSAND SEVEN HUNDRED THIRTY ONE AND 00/100 Dollars (\$6,731.00).

Seller has elected to retain the site improvements listed on Exhibit "B" attached hereto for a total credit of \$2.00 to Purchaser. Therefore, the total amount due for purchase of the property interests acquired herein shall be the sum of \$87,799.00

Special Provisions

qodays 2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 45 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. Seller further agrees to restore any existing access gates or other entry points currently used by any utility company having an easement interest in the property of Seller. In addition, any retained site improvements shall be removed from the Property within 45 days after Closing.

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:

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 Georgetown Title Company on or before November 20, 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 indefeasible 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.

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 Consideration.

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 or electronic mail 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:

Práncisco Romero

Date: 10/23/11

Florence, TX 7

Moreia & Romero
Date: 10/23/11

Address: 8675 HWY 195 Florence, TX 76527

PURCHASER:

COUNTY OF WIDLIAMSON

By: MIN DY THEM

Dan A. Gattis, County Judge
Date: | | - | |

Presidiris voner

L. Birlaman Address: 710 Main Street

Suite 101

Georgetown, Texas 78626

EXHIBIT A

County:

Williamson

Highway:

SH 195

Limits:

ROW CSJ:

0440-01-036

Legal Description Parcel 210

From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138

BEING a 3.685 acre (160,525 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 3.685 acre tract of land is out of and a part of two 5.00 acre tracts conveyed as Tract One and Tract Two in a deed from Precast Specialties, Inc., to Wylie Cartwright and Patsy Cartwright, Ernest Godin and Lisa Godin in Document No. 2004015378 recorded March 1, 2004 in the Official Public Records of Williamson County, Texas, said 3.685 acre tract is further described by meles and bounds as follows:

COMMENCING at a point in the existing west right of way line of State Highway 195 (SH 195), said point being calculated for the southeast corner of the said Tract Two and for the northeast corner of a 10.00 acre tract of land conveyed by Lonnie R. Moore and wife, Audrey Y. Moore, to Guadalupe Alvarez and wife, Agnes Alvarez, by deed recorded August 19, 1987 in Volume 1570, Page 281, of sald Official Records, said point is located 726.09 feet left of Proposed SH 195 Baseline station 1322+70.35;

THENCE South 54° 10' 16" West along the common line of the said Tract Two and said 10.00 acre tract for a distance of 943.43 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) Type II concrete monument set in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said monument is located 125.00 feet left of Proposed SH 195 Baseline Station 1324+31.47;

- 1. THENCE South 54° 10' 16" West continuing with said common line for a distance of 321.11 feet to a TxDOT Type II concrete monument set in the proposed west right of way line of SH 195, said monument being the southwest comer of Tract Two, the northwest corner of the said 10.00 acre tract and in the east line of a 238.28 acre tract of land conveyed by C. Dean Davis and wife, Mollie V. Davis, to D & M Davis Land & Cattle, L. P. by deed recorded February 20, 2002 as Document No. 2002013809 of the Official Public Records of Williamson County, Texas, said monument is located 185.16 feet right of Proposed SH 195 Baseline Station 1325+14.62;
- 2. THENCE North 21° 04' 40" West along the proposed west right of way line of

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SH 195 and the cast line of the said 238.28 sees tract for a distance of 515.03 feet to a calculated point for the northwest corner of Tract One and for the southwest corner of a 107.1 acre tract of land conveyed by the Veteraus Land Board of Texas to Lee Roy Knauth by deed recorded May 17, 1989 and recorded in Volume 1780, Page 239, of said Official Records, a found 1/2" from rod bears North 54° 10' 16" Best a distance of 1.38 fact, said point is located 187.45 feet right of Proposed SH 195 Baseline Station 1719+99.59;

- 3. THENCE North 54° 10' 16" Hast along the common line of Tract One and the suld 107.1 acre tract for a distance of 323.49 feet to a 5/8" from rad with a TxDOT aluminum cap set in the proposed east right of way line of SH 195, said rod is located 125.00 feet left of Proposed 6H 125 Baseline Station 1319+15.84;
- 4. THENCH South 20° 49' 22" Bast along the proposed east right of way line of SH 195 for a distance of 515.64 feet to the POINT OF BEGINNING, said described tract containing 160,325 square feet or 3.685 agres, more or less.

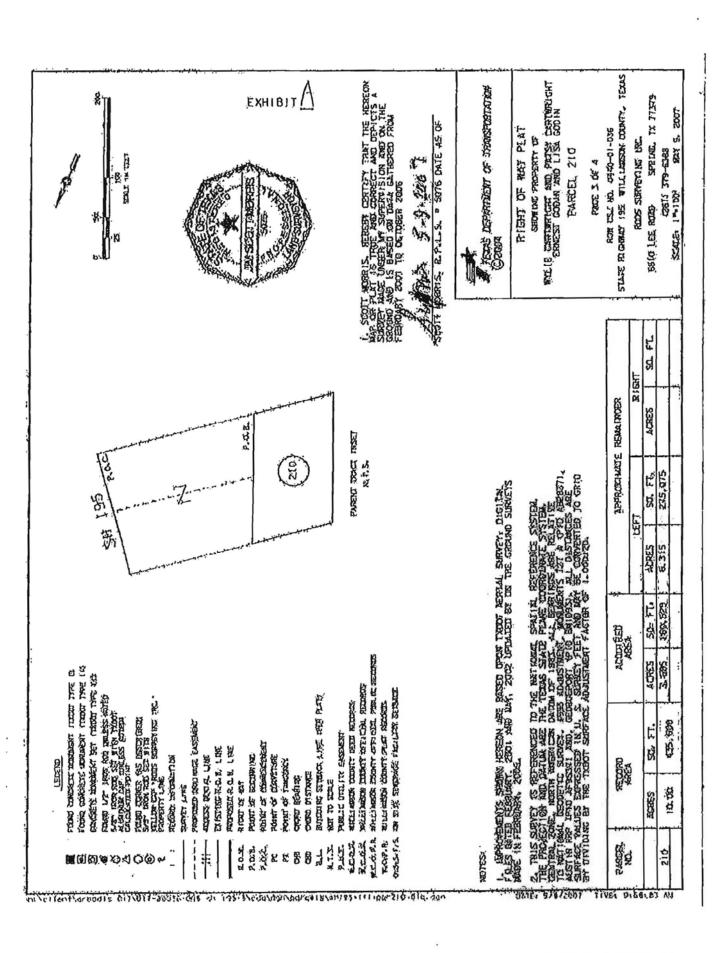
This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A. (PID AB2837), Austin RRF (PID AF9537), and, Georgeport (PID BM1093). All distances are surface values expressed in U.S. Survey feet and may be converted to grid by dividing by the Theorem anglustment factor of 1,000120.

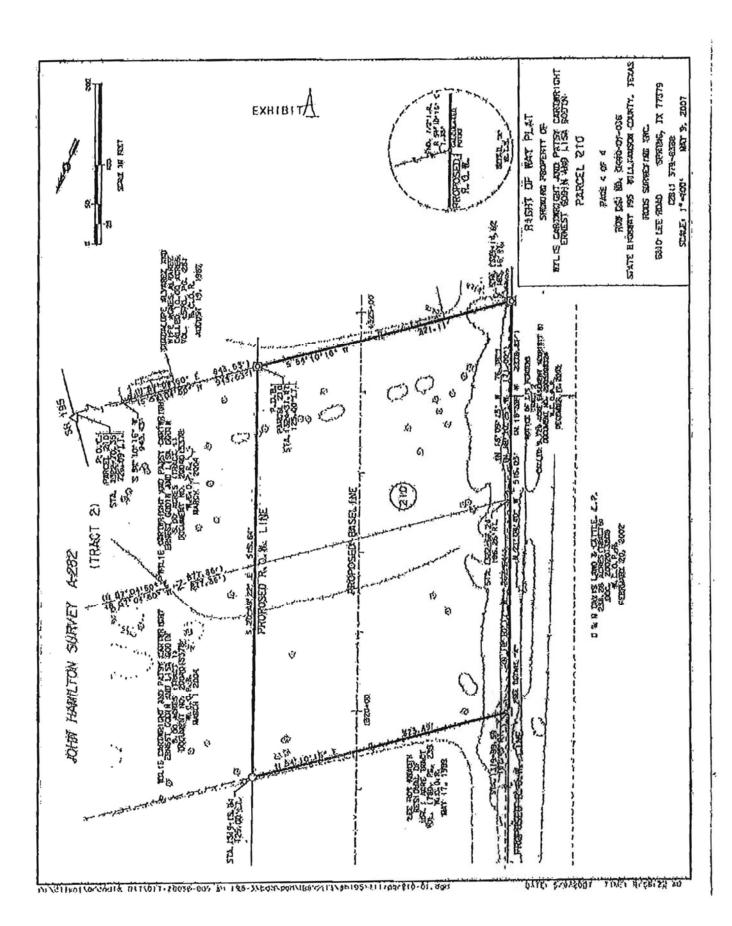
Acress will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was proposed in conjunction with, and is accompanied by a plat of an appropriate lerewith.

Surveyed by: RODS Surveying, Inc. 6810 Lee Rond, Spring Texas 77379 Phone (281) 379-6388

I, Scott Morris, hereby cortify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on that gathered from Pehruary 2001 to Rebruary 2007.







SH195--Parcel 210 Francisco and Maria Romero

Improvement Type	Type Construction	Retention Value
Fence	Barbed Wire	\$1.00
Horse Shed	Wood/Metal	\$1.00
7		

Total

<u>\$2</u>

EXHIBIT C

Parcel 210 CSJ: 0440-01-036

SPECIAL WARRANTY DEED SH 195 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 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, FRANCISCO ROMERO AND MARIA ESTHER ROMERO, 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 3.685 acre tract of land, more or less, situated in the John Hamilton Survey, Abstract No. 282 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 210).

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 encreachments or overlapping of improvements.

Grantor reserves all of the oil, gas and sulphur, in and under the land herein conveyed but waives 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 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 day of	_,
GRANTOR:	
Francisco Romero	
Maria Esther Romero	

ACKNOWLEDGMENT

STATE OF	§ §		
COUNTY OF	§ §		
This instrument was acknowledged before me on this the day of, 2011 by Francisco Romero, in the capacity and for the purposes and consideration recited herein.			
	Notary Public, State of Texas		
STATE OF	§ §		
COUNTY OF	§ §		
This instrument was acknowledged before me on this the day of, 2011 by Maria Esther Romero, in the capacity and for the purposes and consideration recited herein.			
	Notary Public, State of Texas		
PREPARED IN THE OFFICE OF:			
, , , , , , , , , , , , , , , , , , , ,	Sheets & Crossfield, P.C. 309 East Main		
	Round Rock, Texas		
GRANTEE'S MAILING ADDR	ESS:		
	Texas Department of Transportation Attn: Right of Way Administrator 7901 N. IH 35, Building A		

AFTER RECORDING RETURN TO: