

REAL ESTATE CONTRACT

RM620 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between EUGENE OSCAR BECK and GENELL BECK, (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 1.1059 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**)

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", the acquisition of any improvements on the Property or for the relocation of any fencing to the new boundary of the Property and for and damages or reconfiguration to the remaining property of Seller shall be the sum of FIVE HUNDRED FORTY THOUSAND SIX HUNDRED SEVENTY NINE and 00/100 Dollars (\$540,679.00).

Special Provisions

2.02. As an obligation which shall survive the closing of this transaction, Seller agrees that within 30 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 Georgetown Title Company on or before March 30, 2012, 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 "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 Grantee's fee simple and/or easement interests 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 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:

Eugene Oscar Beck
Eugene Oscar Beck
Date: March 14, 2012

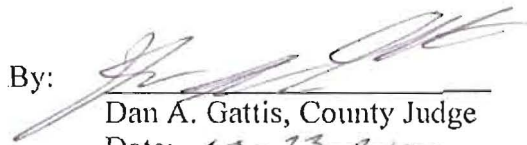
Address: 15611 Ranch Rd 620
Austin, TX 78717

Genelle Beck
Genell Beck
Date: Mar 14, 2012

Address: 15611 Ranch Rd 620
Austin, TX 78717

PURCHASER:

COUNTY OF WILLIAMSON

By: 
Dan A. Gattis, County Judge
Date: 03-23-2012

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: Beck - Revised
Highway: R.M. 620
ROW CSJ: 0683-01-079

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1/11/2011

DESCRIPTION FOR PARCEL EUGENE OSCAR BECK & WIFE GENELL BECK

BEING A 1.1059 ACRE (48,171 SQUARE FEET) TRACT SITUATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT NUMBER 425, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 254.5 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO EUGENE OSCAR BECK AND WIFE, GENELL BECK AND RECORDED IN VOLUME 360, PAGE 87 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the southeast right-of-way line of Ranch to Market Road No. 620 (RM620), a 100-foot wide right-of-way, same being the northwest line of said 254.5 acres tract, for the west corner of a called 2.258 acres tract as described in a Warranty Deed with Vendor's Lien to Henderson Cleveland Interests, LTD. and recorded in Document No. 2008020769 of the Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod found bears N54°25'58"W a distance of 0.76 feet;

THENCE leaving said southeast right-of-way line of RM620 and said northwest line of the 254.5 acres tract, crossing said 254.5 acres tract with the southwest line of said 2.258 acres tract, S54°25'58"E a distance of 54.00 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set, and from which a 1/2-inch iron rod found for the south corner of said 2.258 acres tract bears S54°25'58"E a distance of 282.25 feet;

THENCE leaving said southwest line of the 2.258 acres tract, continuing across said 254.5 acres tract the following three (3) courses and distances:

1. S35°06'11"W a distance of 190.92 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for an angle point,
2. S35°51'50"W a distance of 155.12 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a non-tangent point of curvature to the right,
3. with the arc of said curve to the right a distance of 743.87 feet, said curve having a radius of 2380.00 feet, a central angle of 17°54'29", and a chord bearing S47°47'38"W a distance of 740.86 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in the west line of said 254.5 acres tract, same being the east line of a called 0.977 acre tract as described in a Warranty Deed with Vendor's Lien to Collmann-Brueck Associates and recorded in Volume 1001, Page 210 of the Official Records of Williamson County, Texas, and from which a 1/2-inch iron rod found in said west line of

EXHIBIT "A"

County: Williamson
Parcel No.: Beck - Revised
Highway: R.M. 620
ROW CSJ: 0683-01-079

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DESCRIPTION FOR PARCEL EUGENE OSCAR BECK & WIFE GENELL BECK

the 254.5 acres tract, for the southeast corner of said 0.977 acre tract, bears S21°51'27"E a distance of 288.70 feet;

THENCE with said west line of the 254.5 acres tract and said east line of the 0.977 acre tract, N21°51'27"W a distance of 28.30 feet to a fence corner post found in said southeast right-of-way line of RM620 for the northwest corner of said 254.5 acres tract, same being the northeast corner of said 0.977 acre tract;

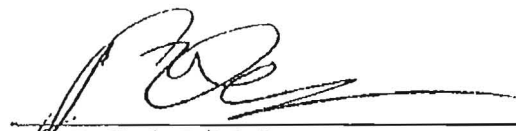
THENCE with said southeast right-of-way line of RM620 and said northwest line of the 254.5 acres tract the following two (2) courses and distances:

1. with the arc of a curve to the left a distance of 797.71 feet, said curve having a radius of 2342.14 feet, a central angle of 19°30'52", and a chord bearing N44°51'37"E a distance of 793.86 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of tangency, and
2. N35°06'11"E a distance of 271.41 feet to said POINT OF BEGINNING and containing 1.1059 acre (48,171 square feet).

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00011.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my direction and supervision.



Dan H. Clark, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6011
Halff Associates, Inc.,
4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

Date

1/11/2011



EXHIBIT "A"

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SKETCH TO ACCOMPANY PARCEL DESCRIPTION

0 100 200 300
SCALE: 1"=200'

LOT 10, BLOCK O
(19.28 AC.)
HIGHLAND HORIZON
PHASE II
CAB. FF, SLIDES 293-296
P.R.W.C.T.

JOHN McQUEEN SURVEY
ABSTRACT NO. 425

EUGENE OSCAR BECK AND WIFE,
GENELL BECK
REMAINDER OF CALLED 254.5 AC.
VOL. 360, PG. 87
D.R.W.C.T.

COLLMANN-BRUECK
ASSOCIATES
CALLED 0.977 AC.
VOL. 1001, PG. 210
O.R.W.C.T.

ROBINSON RANCH
REMAINDER OF
CALLED 490.33 AC.
VOL. 1197, PG. 164
O.R.W.C.T.

THOMAS P. DAVEY
SURVEY,
ABSTRACT NO. 169

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S64°26'58"E	64.00'
L2	S35°06'11"W	190.92'
L3	S35°51'50"W	165.12'
L4	N21°51'27"W	28.30'

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	17°54'28" (RT.)	2380.00'	743.67'	740.86'	S47°47'38"W
C2	18°30'52" (LT.)	2342.14'	797.71'	793.86'	N44°51'37"E

*WILLIAMSON COUNTY APPRAISAL DISTRICT TAX AREA



HALFF

4030 WEST BRAKELANE, SUITE 400
AUSTIN, TEXAS 78764-5350
TEL (512) 252-5154
FAX (512) 252-5141

RIGHT-OF-WAY ACQUISITION
EUGENE OSCAR BECK AND WIFE, GENELL BECK

PROJECT NO.
26671

R.M. 620

SCALE
1" = 200'

ACCOMPANYING FILE:
SV-BECK-R1.dwg

COUNTY
WILLIAMSON

	ACRES	SQUARE FEET
ACQUISITION	1.1059	48,171
DEED AREA	*57.872	*2,520,904
REMAINDER AREA	56.7661	2,472,733

1/11/2011 10:50:05 AM

EXHIBIT "A"

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LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
■	TXDOT TYPE II CONCRETE MONUMENT FOUND
□	TXDOT TYPE II CONCRETE MONUMENT SET
○	1/2" IRON ROD SET WITH "HALFF" CAP (UNLESS NOTED)
●	IRON ROD FOUND (SIZE NOTED)
⊗	FENCE POST
○	SQUARE-HEAD BOLT FOUND
⊙	IRON PIPE FOUND (SIZE NOTED)
▲	FOUND "X" CUT (UNLESS NOTED)
△	CALCULATED POINT
●	1/2" IRON ROD FOUND W/CAP STAMPED "BAKER-AICKLEN & ASSOC."
N.T.S.	NOT TO SCALE
(XXX)	RECORD INFORMATION PARENT TRACT
(XXX)	RECORD INFORMATION ADJOURN TRACT
R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
DOC. #	DOCUMENT NUMBER
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
—	DISTANCE NOT SHOWN TO SCALE
—	PROPERTY LINE
—	R.M. 620 PROPOSED RIGHT-OF-WAY LINE
X — X	FENCE
---	APPROXIMATE SURVEY LINE
---	PROPOSED EASEMENT LINE
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

1) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, THE GRID TO SURFACE ADJUSTMENT SCALE FACTOR IS 1.00011.

2) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

3) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR REPORT. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY, NOR MADE ANY INDEPENDENT INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, RESTRICTIVE COVENANTS OR ANY OTHER ENCUMBRANCES.



I HEREBY CERTIFY THAT THIS PLAT AND THE ACCOMPANYING DESCRIPTION OF EVEN DATE HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6011

1/11/2011
DATE



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78769-5354
TEL (512) 262-8184
FAX (512) 262-8111

RIGHT-OF-WAY ACQUISITION
EUGENE OSCAR BECK AND WIFE, GENELL BECK

PROJECT NO.
26671

R.M. 620

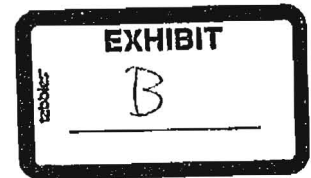
SCALE
1" = 200'

ACCOMPANYING FILE:
SV-BECK-R1.dwg

COUNTY
WILLIAMSON

	ACRES	SQUARE FEET
ACQUISITION	1.1059	48,171
DEED AREA	*57.872	*2,520,904
REMAINDER AREA	56.7661	2,472,733

1/11/2011 10:50:10 AM



SPECIAL WARRANTY DEED
RM620 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

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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 RM 620 Highway 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, EUGENE OSCAR BECK and GENELL BECK, 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 1.1059 acre tract of land, more or less, situated in the John McQueen Survey, Abstract No. 425 in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 5).

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 sulphur, in and under the land herein conveyed but waives all right 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 RM620, 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 Grantor does hereby bind itself, its 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 Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2012.

GRANTOR:

Eugene Oscar Beck

Genell Beck

ACKNOWLEDGMENT

22

22

22

This instrument was acknowledged before me on this the ____ day of _____, 2012 by Eugene Oscar Beck and Genell Beck, 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 ADDRESS:

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

AFTER RECORDING RETURN TO: