

**REAL ESTATE CONTRACT**  
SH 195 Right of Way—Parcel 212

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between C. DEAN DAVIS and MOLLIE DAVIS, (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 tract of land containing a total of 3.832 acres, 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 212);

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 fee simple interest in and to 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 NINETY THOUSAND and 00/100 Dollars (\$90,000.00).

2.01.1 In connection with a Possession and Use Agreement previously executed by the parties to this transaction and recorded in Document No. 2013027393, Purchaser has paid Seller the amount of \$64,787.00, which amount was agreed to be credited or offset against any total purchase price or condemnation award for the acquisition of the Property. Therefore, the remaining amount of the Purchase Price now due and owing from Purchaser for the Property shall be the sum of \$25,213.

#### Special Provisions

2.02. As additional compensation for the purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct one sixteen (16) foot wide asphalt driveway connection between the proposed SH195 roadway improvements and the remaining or adjacent property of Seller. The driveway will be constructed as part of the SH195 construction project, and shall be located at approximately Station 1334+00R of the project. Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining or adjacent property which are required to carry out the obligations of this 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 described in Exhibit "A" 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 December 20, 2015, 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 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 to the State of Texas 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.

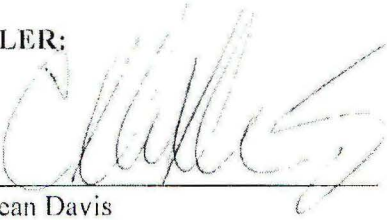
Effective Date

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 or electronic mail may be considered effective as originals for purposes of this Contract.

**SELLER:**

  
C. Dean Davis

Address: 3801 Balcones Drive  
Austin, Texas

Date: 11/18/15

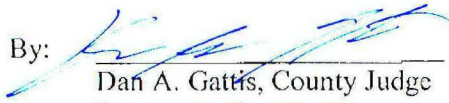
  
Mollie Davis

Address: 3801 Balcones Drive  
Austin, Texas  
78731

Date: 11/18/15

**PURCHASER:**

COUNTY OF WILLIAMSON

By:   
Dan A. Gattis, County Judge  
Date: 11-20-2017

Address: 710 Main Street  
Suite 101  
Georgetown, Texas 78626



EXHIBIT A

County: Williamson  
Highway: SH 195  
Limits: From 3.4 Miles South of S. H. 138 to 8.105 Miles S. of 138  
ROW CSJ: 0440-01-036

Legal Description Parcel 212

BEING a 3.832 acre (166,942 square feet) tract of land located in the John Hamilton Survey, Abstract No. 282, of Williamson County, Texas, said 3.832 acre tract of land is out of and a part of a 9.52 acre tract of land conveyed by Homer L. Werline and wife, Patsy Werline, to C. Dean Davis by deed recorded January 23, 1996 as Document No. 9603606 in the Official Records of Williamson County, Texas, said 3.832 acre tract is further described by metes 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 most easterly corner of the said 9.52 acre tract and for the northeast corner of a 5.01 acre tract conveyed by James Weldon Gilliam to Michael A. Braley and Diann M. Braley by deed recorded March 1, 2002 by Document No. 2002016734 of the Official Public Records of Williamson County, Texas, a found 1/2" iron rod bears North 53° 22' 14" East a distance of 0.68 feet from said point, said point is located 983.72 feet left of Proposed SH 195 Baseline station 1331+83.16;

THENCE South 53° 22' 14" West along the common line of the 9.52 acre tract and the 5.01 acre tract for a distance of 892.47 feet to a 5/8" iron rod with a Texas Department of Transportation (TxDOT) aluminum cap set in the proposed east right of way line of SH 195 for the POINT OF BEGINNING of the herein described parcel, said rod is located 125.00 feet left of Proposed SH 195 Baseline Station 1334+26.26;

1. THENCE South 53° 22' 14" West continuing with said common line for a distance of 317.74 feet to a point calculated for the southwest corner of the said 9.52 acre tract, said point being located in the proposed west right of way line of SH 195 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 said Official Public Records, said point being located 180.72 feet right of Proposed SH 195 Baseline Station 1335+12.81;
2. THENCE North 21° 04' 40" West along the proposed west right of way line of SH 195 for a distance of 544.96 feet to a point calculated for the northwest corner

of the said 9.52 acre tract and for the southwest corner of a 10.00 acre tract 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 the Official Records of Williamson County, Texas, said point is located 183.15 feet right of Proposed SH 195 Baseline Station 1329+67.85;

3. THENCE North 53° 57' 59" East along the common line of the said 10.00 acre tract and the said 9.52 acre tract for a distance of 319.33 feet to a 5/8" iron rod with a TxDOT aluminum cap set in the proposed east right of way line of SH 195 and is located 125.00 feet left of Proposed SH 195 Baseline Station 1328+84.07;
4. THENCE South 20° 49' 22" East along the proposed east right of way line of SH 195 for a distance of 542.19 feet to the POINT OF BEGINNING, said described tract containing 166,942 square feet or 3.832 acres of land, 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 RRP (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 TxDOT surface adjustment factor of 1.000120.

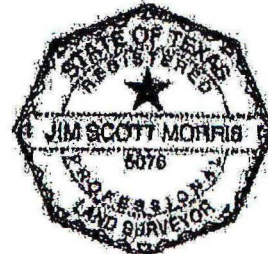
Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

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

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

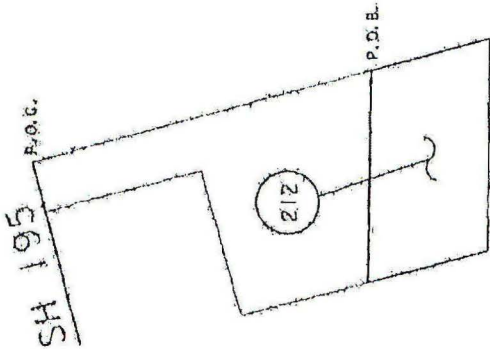
  
Scott Morris, Registered Professional Land Surveyor No. 5076  
Date as of: 2-9-2007





# LEGEND

- FOUND CONCRETE MONUMENT (TxDOT TYPE 1)
- FOUND CONCRETE MONUMENT (TxDOT TYPE 1)
- CONCRETE MONUMENT SET (TxDOT TYPE 1)
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- 4" IRON ROD SET WITH TxDOT
- ALUMINUM CAP (UNLESS NOTED)
- CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH
- YELLOW CAP (TxDOT SURVEYING INC.)
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF CURVATURE
- POINT OF TANGENCY
- CURB BEARING
- CURB DISTANCE
- B.L.
- BUILDING SETBACK LINE (PER PLAT)
- N.T.S.
- NOT TO SCALE
- PUBLIC UTILITY BASEMENT
- P.U.E.
- W.D.D.R.
- WILLAMSON COUNTY DEED RECORDS
- W.C.D.R.
- WILLAMSON COUNTY OFFICIAL RECORDS
- W.C.O.P.R.
- WILLAMSON COUNTY OFFICIAL PUBLIC RECORDS
- W.C.P.R.
- WILLAMSON COUNTY PLAT RECORDS
- D.S.S.F.S.
- ON SITE SEWERAGE FACILITY SETBACK



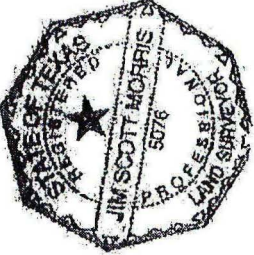
PARENT TRACT INSET  
N.T.S.

## NOTES

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TxDOT AERIAL SURVEY, DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
- 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 127 A (PTD AB28371), AUSTIN BRP (PTD AP95371) AND, GEORGETOWN (PTD B010931). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TxDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

| PARCEL NO. | RECORD AREA |         | ACQUIRED AREA |         | APPROXIMATE REMAINDER |         |         |         |
|------------|-------------|---------|---------------|---------|-----------------------|---------|---------|---------|
|            | ACRES       | SQ. FT. | ACRES         | SQ. FT. | LEFT                  |         | RIGHT   |         |
| 212        | 9.52        | 414,691 | 3.832         | 166,942 | 5.688                 | 247,749 | 50. FT. | 50. FT. |

## EXHIBIT A



I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF 5-9-2007



RIGHT OF WAY PLAT  
SHOWING PROPERTY OF  
C. DEAN DAYIS  
PARCEL 212  
PAGE 3 OF 4

RPM CSJ NO. 0440-01-036  
STATE HIGHWAY 195 WILLAMSON COUNTY, TEXAS  
ROOS SURVEYING INC.  
6810 LEE ROAD SPRING, TX 77379  
(281) 379-6388  
SCALE: 1"=100' MAY 9, 2007





# EXHIBIT "B"

Parcel 212

## DEED

State Highway 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 ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That C. DEAN DAVIS and MOLLIE DAVIS, 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, the 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 that certain tract or parcel 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 3.832 acre tract of land located in the John Hamilton Survey, Abstract No. 282 in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 212**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals 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 State of Texas 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 property 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.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**GRANTOR:**

\_\_\_\_\_  
C. Dean Davis

\_\_\_\_\_  
Mollie Davis

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

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

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2015 by C. Dean Davis and Mollie Davis, 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 78664

**GRANTEE'S MAILING ADDRESS:**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35  
Austin, Texas 78753

**AFTER RECORDING RETURN TO:**