

**AGREEMENT BETWEEN CITY OF JARRELL, TEXAS
AND
WILLIAMSON COUNTY, TEXAS**

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON § **§ KNOW ALL PERSONS BY THESE PRESENTS:**

The parties to this Agreement ("Agreement") are the City of Jarrell, Texas ("City") and Williamson County, Texas ("County"), both being political subdivisions of the State of Texas.

RECITALS

WHEREAS, on or about February 2, 2010, County, acting as Trustee, on behalf and in trust for the use and benefit of itself and the City, Jarrell Independent School District and Williamson County ESD #5 levied and foreclosed upon that certain real property described as follows:

Lots 16, 17 and 18, Block 74, Original Townsite of the City of Jarrell, Williamson County, Texas; being that property more particularly described in Volume 2190, Page 279 of the Deed Records, Williamson County, Texas (the "Property");

WHEREAS, the County, the City, Jarrell Independent School District and Williamson County ESD #5 (collectively the "Taxing Entities") have attempted to auction the Property prior to this Agreement, but was not able to obtain bids for the purchase of same due to the Property's current condition;

WHEREAS, the City has requested that the other Taxing Entities quitclaim any of their interest to the Property so that the City may use its best efforts to ensure that the Property is cleared of the existing trash, debris and poor condition so that such Property can once again be a property that produces tax revenue for the Taxing Entities;

WHEREAS, each of the Taxing Entities other than County have already quitclaimed any of their interest in the Property to the City;

WHEREAS, in exchange for the City's assumption of the responsibility to use any means necessary to ensure that the Property is cleared of the existing trash, debris and poor condition so that such Property can once again be a property that produces tax revenue for the Taxing Entities, the County has agreed to quitclaim any interest it may have in and to the Property; and

NOW, THEREFORE, the County and the City hereby agree as follows:

AGREEMENT

1. Recitals. The Recitals in the preamble of this Agreement are found to be true and correct.
2. Transfer of the County's Interest In and To the Property. The County hereby agrees to transfer, by quitclaim deed, all its rights, title and interest in and to the Property to the City. The form of quitclaim deed is attached hereto as Exhibit "A".
3. Consideration. The County hereby agrees that the City's complete assumption of the responsibility to use any means necessary to ensure that the Property is cleared of the existing trash, debris and poor condition so that such Property can once again be a property that produces tax revenue for the Taxing Entities serves as a sufficient amount of consideration for any interest the County has in and to the Property.

4. **LIMITATIONS OF WARRANTIES AND REPRESENTATIONS.** CITY, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AND FOR ANY PERSON CLAIMING BY, THROUGH OR UNDER CITY (ALL SUCH PERSONS BEING INCLUDED IN THE NAME OF CITY FOR PURPOSES OF THIS SECTION), AGREES TO AND DOES HEREBY ACCEPT THE PROPERTY, INCLUDING ALL IMPROVEMENTS LOCATED ON OR IN THE PROPERTY, "AS IS" AND "WHERE IS", "WITH ALL FAULTS", AND CITY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS MADE WITHOUT RECOURSE, AND THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NEITHER COUNTY NOR ANY OF COUNTY'S REPRESENTATIVES AND AGENTS HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER. CITY AGREES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT **EXCEPT AS EXPRESSLY PROVIDED HEREIN**, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OR ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, OR THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF ANY PART OF THE PROPERTY, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY COUNTY WITH LAWS AND REGULATIONS RELATING TO THE PROPERTY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LAWS AND REGULATIONS PERTAINING TO HEALTH, SAFETY, DESIGN, CONSTRUCTION, ACCESSIBILITY, USE, ENVIRONMENTAL MATTERS, POLLUTION, OR ANY LAWS PERTAINING TO THE HANDLING, TREATING, STORING, OR DISPOSING OF HAZARDOUS SUBSTANCES IN OR AROUND THE PROPERTY. **THIS PROVISION SHALL SURVIVE THE CONVEYANCE OF THE PROPERTY.**

5. Value of the Property. The County and the City agree that the Property is not marketable in its current condition and therefore, it has very little to no monetary value due to the costs that would be incurred to make the property marketable.

6. Severability. If any provision, section, subsection, sentence, clause, or phrase of this Agreement, or the application of same to any person or set of circumstances is, for any reason, held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Agreement or their application to other persons or sets of circumstances will not be affected thereby, it being the intent of the parties hereto that no portion hereof, or provision or regulation contained herein, will become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Agreement are declared to be severable for such purpose.

7. Construction. Each party acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

8. Assignment. This Agreement may not be assigned except as agreed upon in writing by both parties.

9. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

10. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11. Binding and Final. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns where permitted by this Agreement. This Agreement, together with its exhibits, if any, constitutes the entire agreement of the parties and it shall supersede any prior oral representations, warranties, agreements, or promises, whether written or oral, by and between the parties hereto. Furthermore, this Agreement may not be amended or modified except as agreed upon in writing by both parties.

THE REMAINDER OF THIS PAGE IS BLANK

EXECUTED this ____ day of _____, 20____.

CITY:

City of Jarrell, Texas

By: 

Printed Name: Dewey Hulme

Title: Mayor

Address:

1633 County Road 305

P.O. Box 828

Jarrell, TX 76537

Attn: City of Jarrell Mayor

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Dan A. Gattis

Title: Williamson County Judge

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

Attn: Williamson County Judge

EXHIBIT "A"

QUIT CLAIM DEED

Date: _____, 20__

Grantor: WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas

Grantor's Mailing Address: WILLIAMSON COUNTY, TEXAS
c/o: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626
Williamson County

Grantee: CITY OF JARRELL, TEXAS, a political subdivision of the State of Texas

Grantee's Mailing Address: CITY OF JARRELL, TEXAS
c/o: City of Jarrell Mayor
1633 County Road 305
P.O. Box 828
Jarrell, TX 76537

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee.

Property (including any improvements):

Being all the right, title and interest of Williamson County in or to Lots 16, 17 and 18, Block 74, Original Townsite of the City of Jarrell, Williamson County, Texas; being that property more particularly described in Volume 2190, Page 279 of the Deed Records, Williamson County, Texas. Grantor also quitclaims unto Grantee any improvements on or within the Property, including, but not limited to, any fencing and/or structures or items of personal property.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons or entities other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; any and all zoning laws, regulations and ordinances of municipal, county and/or other governmental authorities affecting the Property.

BY THE ACCEPTANCE OF THIS CONVEYANCE AND AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WITHER EXPRESSED OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY GRANTOR. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM GRANTEE'S USE, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

Quit Claim Deed for property located near 203 North 3rd Street – Jarrell (Williamson County) Texas
Lots 16, 17 and 18, Block 74, Original Townsite of the City of Jarrell, Williamson County, Texas

WITHOUT LIMITING THE GENERAL PROVISIONS ABOVE, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (A) MATTERS OF TITLE; (B) ZONING; (C) PHYSICAL OR ENVIRONMENTAL CONDITIONS; (D) AVAILABILITY OF ACCESS; (E) OPERATING HISTORY OR PROJECTIONS; (F) VALUATION; (G) AVAILABILITY AND ADEQUACY OF UTILITIES; (H) GOVERNMENTAL APPROVALS; (I) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (1) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (3) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH GRANTEE'S OR GRANTOR'S EFFORTS WITH REGARD TO THE PANNING, PLATTING OR ZONING PROCESS OF ANY GOVERNMENTAL AUTHORITIES, BOARDS OR ENTITIES. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OF ANY STATE, COUNTY OR FEDERAL AUTHORITY OR JURISDICTION.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and quitclaims to Grantee all its right, title and interest in or to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

WILLIAMSON COUNTY, a political subdivision of the State of Texas

BY: _____

PRINTED NAME: _____

OFFICIAL

CAPACITY: WILLIAMSON COUNTY JUDGE

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 20__ by Dan A. Gattis, as County Judge of **WILLIAMSON COUNTY**, a political subdivision of the state of Texas on behalf of said political subdivision.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

_____ / _____