

REAL ESTATE CONTRACT
CR 176 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT (“Contract”) is made by TIMOTHY L. KENNEDY (referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (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 1.182 acre (51,503 Sq. Ft.) tract of land in the Key West Irrigation Company Survey, Abstract No. 711 and the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 2**);

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 situated on and attached to the Property described in Exhibits “A” not otherwise agreed herein to be retained by Seller, 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”, any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED THIRTEEN and 00/100 Dollars (\$144,413.00).

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 current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as 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 Independence Title Company on or before January 10, 2018 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 Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas 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 and incorporated herein.

(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 Purchaser's contracted 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".
- (d) 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

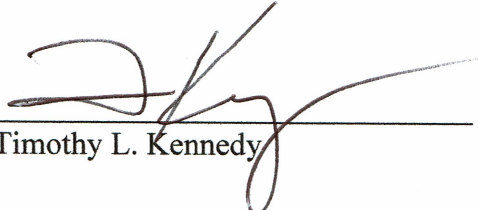
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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.

[signature page follows]

SELLER:



Timothy L. Kennedy

Date: 11-10-17

Address: PO Box 608
Georgetown TX

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT **A**

County: Williamson
Parcel: 2
Highway:County Road 176

FIELD NOTES
FOR

A 1.182 ACRE, OR 51,503 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 44.31 ACRE TRACT, DESCRIBED IN CONVEYANCE TO TIMOTHY L. KENNEDY IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006038439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 1.182 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found, (Grid Coordinates determined as N=10190882.08, E=3102219.29), on the south right-of-way line of F.M Highway 2243, an 80-foot right-of-way, the northeast corner of a called 40.80 acre tract recorded in Document No. 2012033159 of the Official Public Records of Williamson County, Texas, described in Document No. 2007008545 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said called 44.31 acre tract;

THENCE N 79°36'24" E, with the south right-of-way line of said F.M Highway 2243, same being the north line of said called 44.31 acre tract, a distance of **225.64 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set;

THENCE departing the south right-of-way line of said F.M. Highway 2243, through the interior of said called 44.31 acre tract, the following two (2) courses and distances:

1. **S 35°27'51" W**, a distance of **50.75 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of non-tangent curvature, and
2. with said non-tangent curve to the right having a radius of **1105.00 feet**, a central angle of **22°29'22"**, a chord bearing and distance of **S 03°28'32" W, 430.95 feet**, an arc length of **433.73 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the east line of a called 50.0 acre tract recorded in Document No. 2011065655 of the Official Public Records of Williamson County, Texas, same being the west line of said called 44.31 acre tract, same being a point of non-tangency;

THENCE N 21°06'59" W, with the east line of said called 50.0 acre tract, same being the west line of said called 44.31 acre tract, at a distance of 185.52 feet passing a 3/8" iron rod found, at the southeast corner of the aforementioned called 40.80 acre tract, same being the northeast corner of said called 50.0 acre tract, continuing with the west line of said called 44.31 acre tract, same being the east line of said called 40.80 acre tract, for a total distance of **461.79 feet** to the **POINT OF BEGINNING** and containing 1.182 Acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.

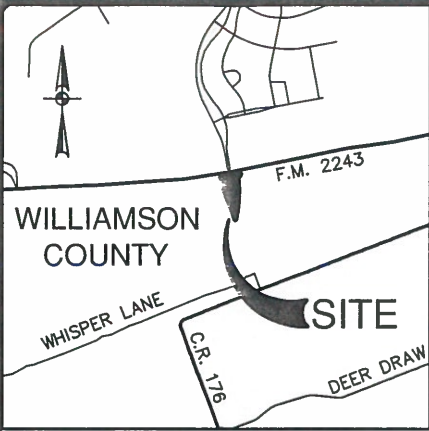
DATE: May 3, 2017

JOB No.: 59006-16

DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\KENNEDY-1.182Acres.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



LOCATION MAP

NOT-TO-SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S35°27'51"W	50.75'

LEGEND:

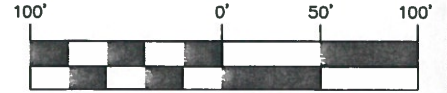
- D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- FD. FOUND
- I.R. IRON ROD

NOTES:

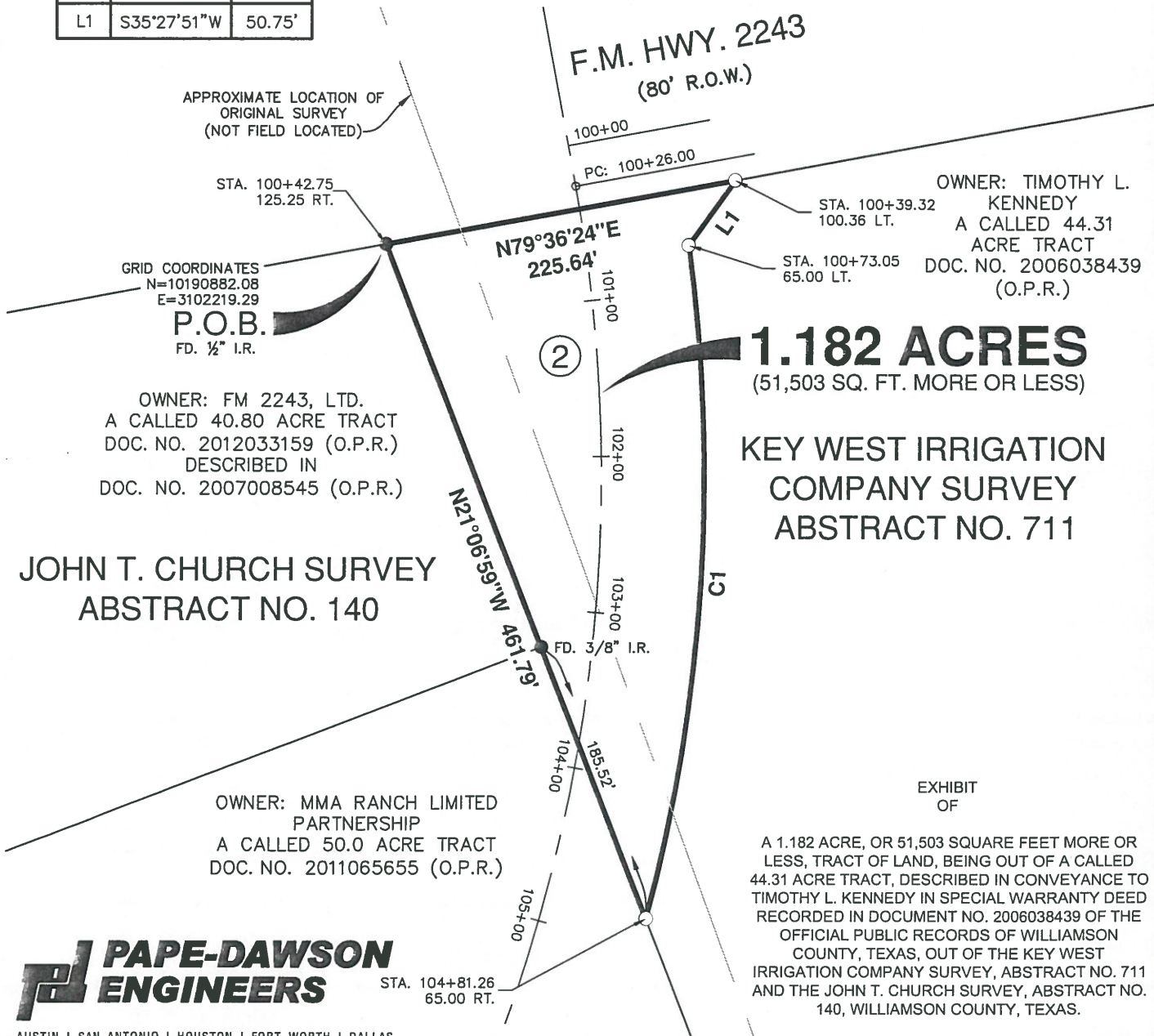
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



1 inch = 100'



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1105.00'	22°29'22"	S03°28'32"W	430.95'	433.73'



OWNER: TIMOTHY L. KENNEDY
A CALLED 44.31 ACRE TRACT
DOC. NO. 2006038439 (O.P.R.)

1.182 ACRES
(51,503 SQ. FT. MORE OR LESS)

KEY WEST IRRIGATION COMPANY SURVEY
ABSTRACT NO. 711

JOHN T. CHURCH SURVEY
ABSTRACT NO. 140

OWNER: FM 2243, LTD.
A CALLED 40.80 ACRE TRACT
DOC. NO. 2012033159 (O.P.R.)
DESCRIBED IN
DOC. NO. 2007008545 (O.P.R.)

OWNER: MMA RANCH LIMITED PARTNERSHIP
A CALLED 50.0 ACRE TRACT
DOC. NO. 2011065655 (O.P.R.)

EXHIBIT OF

A 1.182 ACRE, OR 51,503 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 44.31 ACRE TRACT, DESCRIBED IN CONVEYANCE TO TIMOTHY L. KENNEDY IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006038439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

STA. 104+81.26
65.00 RT.

Date: Jun 05, 2017, 2:41pm User ID: aherrera File: H:\survey\SURVEY16\16-59006\Exhibits\KENNEDY.dwg

APRIL 27, 2017

JOB No.: 59006-16

SHEET 3 OF 3

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 Williamson County, 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 CR176.

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 Williamson County, 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 Williamson County, 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 _____, 2017.

[signature page follows]

GRANTOR:

Timothy L. Kennedy

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Timothy L. Kennedy, 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:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: