

REAL ESTATE CONTRACT
Chandler Road (Section IIIA)--Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between REED LAND MANAGEMENT, LTD., (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 3.669 acre tract of land, more or less, situated in the John Thomas Survey, Abstract No. 610, in Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 3)

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" shall be the sum of FORTY THOUSAND and 00/100 Dollars (\$40,000.00).

Special Provisions

2.02. SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION: N/A

2.02.1. As an obligation which shall survive the closing of this transaction, Purchaser agrees to construct two (2) driveway connections between the edge of the roadway improvements to be constructed on the Property and the remaining property of Seller in the locations and according to the notes and specifications as shown on Exhibit "B" attached hereto and incorporated herein, or at a location otherwise agreed to between Seller and Purchaser prior to construction of the roadway improvements, and which locations otherwise comply with the driveway policies and spacing requirements of Williamson County or other applicable permitting jurisdiction. Seller agrees to provide Purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

2.02.2. As an obligation which shall survive the closing of this transaction, Purchaser further agrees to install one (1) utility sleeve casing of sixteen (16) inches in diameter underneath and perpendicular to the proposed roadway improvements across the width of the proposed right of way for utility crossing use by Seller, its successors and assigns. The sleeve shall be installed at the location agreed to between Seller and Purchaser prior to construction of the roadway improvements, and Seller must submit a proposed sleeve location to Purchaser in writing for engineering approval within 30 days after the closing of this transaction. Seller agrees to provide purchaser with any temporary construction easements necessary to carry out the requirements of the paragraph.

2.02.3. As an obligation which shall survive the closing of this transaction, Purchaser agrees that reasonable access between Seller's southern and northern remainder properties for the purposes of farm equipment travel shall be maintained at all times throughout the construction of the proposed Chandler Road improvement project upon the Property purchased herein, and Purchaser shall require any agent or contractor constructing the roadway improvements to be obligated to provide access to Seller as set out herein.

Payment of Purchase Price

2.03. 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 Texas American Title Company on or before June 3, 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 Williamson County 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", all 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.

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.

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:

REED LAND MANAGEMENT, INC.

By: _____
Its: _____
Date: _____

Address: _____

PURCHASER:

COUNTY OF WILLIAMSON

By: 

Dan A. Gattis, County Judge

Date: 05-17-2011

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

CHANDLER ROAD PHASE IIIA PARCEL 3

METES AND BOUNDS DESCRIPTION

FOR A 3.669-ACRE TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 130.945-ACRE TRACT OF LAND CONVEYED TO REED LAND MANAGEMENT LTD. AS DESCRIBED IN DOCUMENT NO. 2002035897 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.669-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set stamped "Diamond Surveying" on a point in the easterly boundary line of said Reed Land Management tract, same being on a point in the westerly boundary line of the called 220.01-acre tract of land conveyed to Guadalupe R. Sanchez and wife, Minerva G. Sanchez, as recorded in Document No. 9664331 of the Official Records of Williamson County, Texas, for the POINT OF BEGINNING hereof, and from which a 1/2" iron rod found monumenting the northeast corner of said Reed Land Management tract, same being on the northwest corner of said Sanchez tract, bears N21°23'06"W a distance of 2934.60 feet;

THENCE with the common boundary line of said Reed Land Management tract and Sanchez tract, S21°23'06"E for a distance of 5.10 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" on an angle point in the easterly boundary line of said Reed Land Management tract, same being on the northeast corner of the called 130.945-acre tract of land conveyed to the Yancey Family Limited Partnership as recorded in Document No. 2002072114 of the Official Public Records of Williamson County, Texas, and from which a 1/2" iron rod found monumenting the southeast corner of said Yancey Family Limited Partnership tract bears S21°23'06"E for a distance of 3133.66 feet;

THENCE with the common boundary line of said Reed Land Management tract and Yancey Family Limited Partnership tract, the following two (2) courses and distances:

- 1) S68°34'37"W for a distance of 1814.21 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" on an angle point in the easterly boundary line of said Reed Land Management tract, same being on the northwest corner of said Yancey Family Limited Partnership tract;

- 2) S21°25'23"E for a distance of 42.91 feet to a capped 1/2" iron rod set stamped "Diamond Surveying";

THENCE through the interior of said Reed Land Management tract, the following two (2) courses and distances:

- 1) S73°23'16"W for a distance of 20.53 feet to a capped 1/2" iron rod set stamped "Diamond Surveying", on the beginning point of a curve;
- 2) With a curve to the left an arc distance of 39.68 feet, said curve having a radius of 8399.98 feet, a central angle of 0°16'14", and a long chord which bears S73°15'09"W for a distance of 39.68 feet to a capped 1/2" iron rod set stamped "Diamond Surveying" on a point in the westerly boundary line of said Reed Land Management tract, same being on a point in the easterly boundary line of the called 220.09 acre tract of land described as TRACT TWO in a warranty deed to Norman E. Fuessel, Sole Trustee, of the Fuessel Family Trust, as recorded in Document No. 9847146 of the Official Records of Williamson County, Texas, and from which a 1/2" iron rod found monumenting the southwest corner of said Reed Land Management tract, same being the southeast corner of said Fuessel TRACT TWO, bears S21°25'23"E for a distance of 3093.06 feet;

THENCE with the common boundary line of said Reed Land Management tract and Fuessel TRACT TWO, N21°25'23"W for a distance of 37.96 feet to a 1" iron pipe found monumenting the northeast corner of said TRACT TWO, same being on the southeast corner of the called 219.99 acre tract of land described as TRACT ONE in a warranty deed to Norman E. Fuessel, Sole Trustee, of the Fuessel Family Trust, as recorded in Document No. 9847146 of the Official Records of Williamson County, Texas;


THENCE with the common boundary line of said Reed Land Management tract and Fuessel TRACT ONE, N21°24'57"W for a distance of 162.66 to a capped 1/2" iron rod set stamped "Diamond Surveying", and from which a T-post found marking the northwest corner of said Reed Land Management tract, same being on the northeast corner of said Fuessel TRACT ONE, bears N21°24'57"W for a distance of 2802.72 feet;

THENCE through the interior of said Reed Land Management tract, the following two (2) courses and distances:

- 1) With a curve to the right an arc distance of 56.48 feet, said curve having a radius of 8599.98 feet, a central angle of $0^{\circ}22'34''$, and a long chord which bears $N73^{\circ}11'59''E$ for a distance of 56.48 feet to a capped $1/2''$ iron rod set stamped "Diamond Surveying" on the end point of this curve;
- 2) $N73^{\circ}23'16''E$ for a distance of 1824.32 feet to the POINT OF BEGINNING hereof and containing 3.669 acres of land more or less.

BEARING BASIS: NAD-83(1993), TEXAS CENTRAL (4203), STATE PLANE SYSTEM. All distances are surface distances. Combined Scale Factor used for this survey is 1.00012.

A Sketch of Survey has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
P.O. BOX 1937, GEORGETOWN, TX 78627
(512) 931-3100

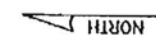

SHANE SHAFER, R.P.L.S. NO. 5281 April 11, 2011
DATE



SURVEY OF 3.669 ACRES
OUT OF THE JOHN THOMAS SURVEY,
ABSTRACT NO. 610
WILLIAMSON COUNTY, TEXAS

GUADALUPE R. SANCHEZ &
WIFE, MINERVA G. SANCHEZ
(220.01 ACRES)
DOC. NO. 9664331
O.R.W.C.T.

LEGEND
● 1/2" IRON ROD FOUND
⊙ 1" IRON PIPE FOUND
• T-POST
○ 1/2" IRON ROD W/CAP SET
R.O.W. = RIGHT-OF-WAY
CMP = CORRUGATED METAL PIPE CULVERT



SCALE: 1" = 300'

JOHN THOMAS SURVEY
ABSTRACT NO. 610

REED LAND
MANAGEMENT LTD.
(130.945 ACRES)
DOC. NO. 2002035897
O.P.R.W.C.T.

YANCEY FAMILY
LIMITED PARTNERSHIP
(130.945 ACRES)
DOC. NO. 2002072114
O.P.R.W.C.T.

PROPOSED
P.T. STATION
32+46.32
100' L.T.

NORMAN E. FUESSEL,
SOLE TRUSTEE, OF THE
FUESSEL FAMILY TRUST
(TRACT ONE - 219.99 ACRES)
DOC. NO. 9847146 O.R.W.C.T.

NORMAN E. FUESSEL,
SOLE TRUSTEE, OF THE
FUESSEL FAMILY TRUST
(TRACT TWO - 220.09 ACRES)
DOC. NO. 9847146 O.R.W.C.T.

NUM	DISTANCE	BEARING
L1	5.10'	S21°23'06"E
L2	42.91'	S21°25'23"E
L3	20.53'	S73°23'16"W
L4	37.96'	N21°25'23"W
L5	162.66'	N21°24'57"W

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	0°16'14"	39.68'	8399.98'	S73°15'09"W	39.68'
C2	0°22'34"	56.48'	8599.98'	N73°11'59"E	56.48'

CHANDLER ROAD PHASE IIIA PARCEL 3
SHEET 1 OF 2



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

SURVEY OF 3.669 ACRES
OUT OF THE JOHN THOMAS SURVEY,
ABSTRACT NO. 610
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. The tract shown hereon lies within Flood Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain) according to Flood Rate Map for Williamson County, Texas, Map No. 48491c0510 E dated September 26, 2008.
2. Bearing Basis: Texas State Plane Coordinate System, Central Zone, NAD 83 HARN (93). Distances shown hereon are surface. A metes and bounds description has been prepared to accompany this survey sketch.

TITLE COMMITMENT NOTES

The Surveyor has reviewed Commitment for Title Insurance GF No. 9691-10-1284 issued by Title Resources Guaranty Company, issue date October 21, 2010, with regard to any record easements, right of way or setbacks affecting the subject property.

- 10b) An access and telephone line easement and agreement granted to D.C. Reed and Burt Dyke, recorded in Volume 340, Page 148, Deed Records of Williamson County, Texas, Does not affect subject tract.
- 10c) A Water Line Easement granted to Jonah Water Supply Corp., recorded in Volume 563, Page 692, Deed Records of Williamson County, Texas. Blanket type Easement, may affect subject tract.

CERTIFICATION TO: Williamson County, Texas, and Texas American Title Company EXCLUSIVELY.

THE UNDERSIGNED CERTIFIES THAT THIS SURVEY WAS THIS DAY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND OF THE REAL PROPERTY SHOWN ON THE SURVEY, AND AFTER THE EXERCISE OF PROFESSIONAL DILIGENCE AND REASONABLE CARE THAT THIS SURVEY IS CORRECT TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF; THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, OR BOUNDARY CONFLICTS OR VISIBLE ENCROACHMENTS, PROTRUSIONS OR OVERLAPPING OF IMPROVEMENTS, EXCEPT AS SHOWN HEREON; AND THAT THE PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.



APRIL 11, 2011



CHANDLER ROAD PHASE IIIA PARCEL 3
SHEET 2 OF 2



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

Chandler IIIA Contract
Commissioners Court - Regular Session

Date: 05/17/2011
Submitted By: Charlie Crossfield, Road Bond
Submitted For: Charlie Crossfield
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Real Estate Contract with Reed land Management, Ltd. for ROW needed on Chandler IIIA. (PARCEL 3)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [REED \(3\) RE Contract](#)

Form Routing/Status

Form Started By: Charlie Crossfield Started On: 05/11/2011 12:20 PM
Final Approval Date: 05/11/2011
