

REAL ESTATE CONTRACT
SH 29 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by HOWARD L. FORD and DARLENE O. FORD (referred to in this Contract as "Seller") and the COUNTY OF WILLIAMSON, 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 tract comprising approximately 1.95 acres, more or less, and as further generally depicted on Exhibit "A" attached hereto and incorporated herein. Prior to the execution of a Special Warranty Deed document by Seller, Purchaser shall cause to be created a metes and bounds description of this parcel, which is to be attached to the executed deed document for recording in the real property records of Williamson County, Texas;

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"), for the consideration and upon and subject to the terms, provisions, and conditions set forth below. Any improvements upon the Property are specifically excluded from this conveyance. The parties agree to execute a separate Agreement Regarding Improvements, which shall be in the form shown in Exhibit "B" attached hereto and incorporated herein.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The purchase price for the Property shall be the sum of \$28,630/acre multiplied by the total number of acres of property to be acquired. The total area of property to be acquired shall be determined by the final metes and bounds survey(s) to be completed as directed 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 and Terms

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.

3.02.1 Purchaser agrees that all resulting parcels from any currently existing approved preliminary or finally platted and recorded subdivision will be and remain legal lots, and that no replatting will be required for resulting partial lots.

**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 previously disclosed to Purchaser.

ARTICLE V CLOSING

Closing Date

5.01. The closing shall be held at the office of Texas American Title Company on or before April 18, 2012, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of (1) any title curative matters if necessary for items as shown on the Title Commitment or in the contract or (2) the survey completion obligation described herein (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 Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A" or as otherwise described herein, 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 indicated in a title commitment (if Purchaser is not satisfied with any such exceptions Purchaser may terminate this contract in writing within ten days of receipt of a title commitment); and
- (c) Any exceptions approved by Purchaser in writing.
- (d) The Agreement Regarding Improvements in the form attached as Exhibit "B".

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 Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title or other property interest 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 subject to the exceptions authorized herein,

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the purchase price and additional compensation, if any.
- (b) Deliver the Exhibit "B" Agreement Regarding Improvements.

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.

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 recording, 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 as its sole options: (1) enforce specific performance of this Contract; or (2) terminate this contract and 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 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

9.10 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.

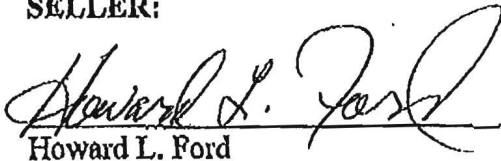
Counterparts

9.11 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.

Purchase of Future Right of Way

9.12 Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for proposed future SH29 right of way on the current CAMPO Long Range Transportation Plan and the current Williamson County Transportation Plan.

SELLER:


Howard L. Ford

Date: 2/21/12

Address: 2419 Bowling Green
Denton, TX 76201


Darlene O. Ford

Date: 2-21-12

Address: 2419 Bowling Green
Denton, TX 76201

PURCHASER:

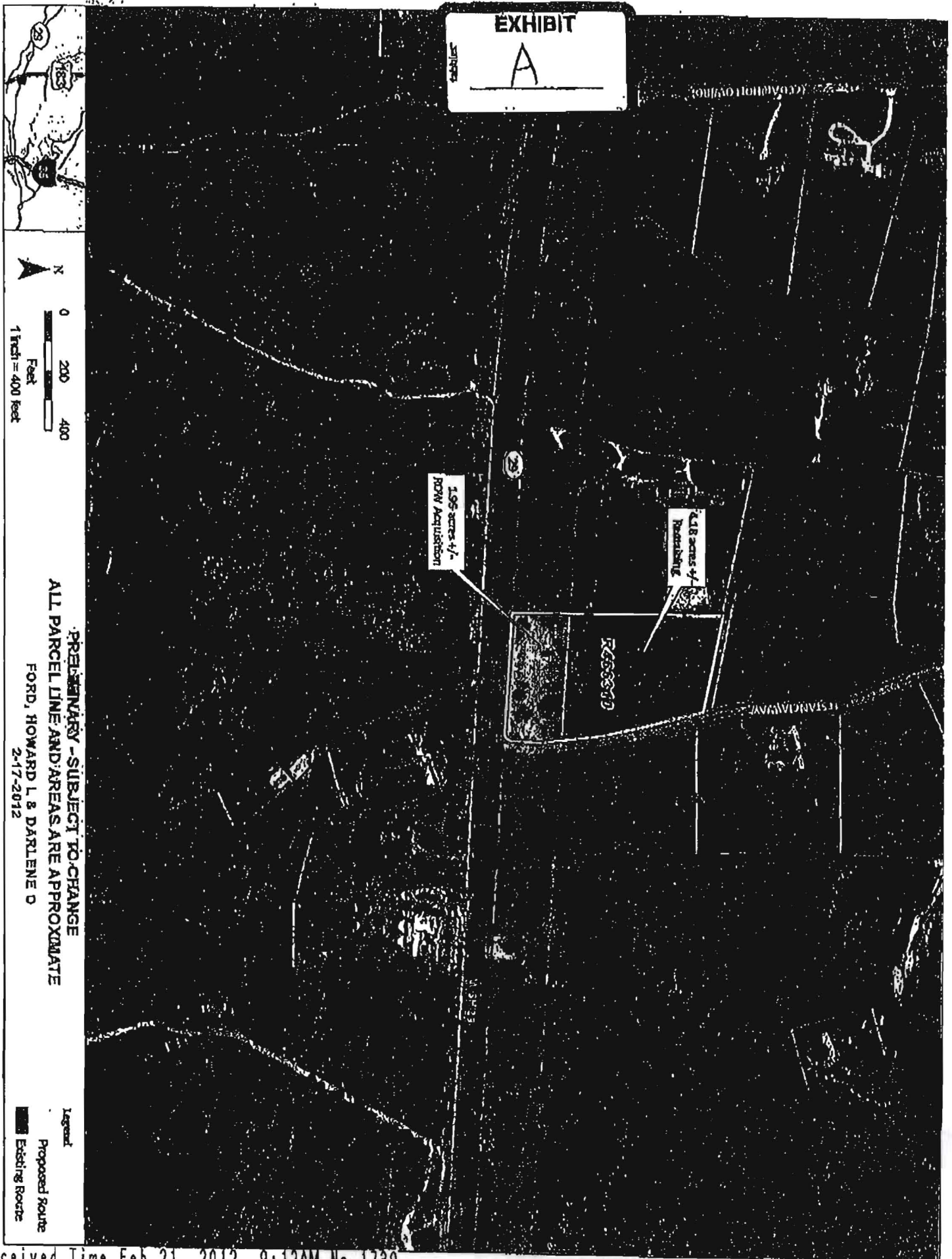
County of Williamson, Texas

By: 

Dan A. Gattis, County Judge

Date: 02-01-12

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





**AGREEMENT REGARDING IMPROVEMENTS
SH29 Right of Way**

This Agreement is made by Williamson County, Texas (County) and Howard L. Ford and Darlene O. Ford (Owner).

RECITALS:

A. By plats recorded in the Williamson County Map and Plat Records at Cabinet AA, Slides 224-226, ESTANCIA created certain subdivision lots. Lot 1 of this subdivision is now owned by Owner.

B. The County at this time has agreed to purchase additional right of way from Owner for the future widening of State Highway 29, which also contains improvements ("Future Right of Way"). Said right of way is described in further detail in Exhibit "A" attached hereto.

C. The County and Owner has agreed that, as a part of such acquisition, the Improvements may remain in such right of way, and any future user of the Future Right of Way will pay Owner for the value of such improvements only at such time as the improvement are required to be removed.

NOW, THEREFORE, the parties acknowledge as follows:

1. Improvements. The improvements include a subdivision monument sign, landscaping, irrigation, lighting and other improvements presently existing within the Future Right of Way.
2. Improvements Value. The County and Owner agreed that the County was not required to pay for the value of the improvements until such time as the County or other user of the Future Right of Way require removal of such improvements or any part thereof or revokes any license under paragraph 3 below. It is agreed that, at the time the improvements or any part thereof are removed or substantially removed, that any future user of the Future Right of Way will pay Owner the fair market value of such improvements as determined according to the procedures established in any applicable TxDOT right of way manual. The parties may reach agreement of the value by mutual agreement, or by other method agreed to between the parties.
3. Improvement Use. The County and Owner agreed that until such time as the County or other user of the Future Right of Way has need to use the Future Right of Way, the improvements may be located, maintained, repaired and operated in their present locations, and Owner has and is granted a license for the continued use of the existing improvements for such purposes.

Executed effective the _____ day of _____, 2012.

[signature page follows]

00243986.DOC

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis, County Judge

Date: 07-01-2012

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Dan A. Gattis, Williamson County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2012.

NOTARY PUBLIC in and for the
State of Texas

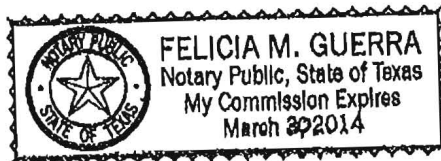
Howard ^{L.} FordHoward L. FordDate: 2/21/12Darlene ^{O.} FordDarlene O. FordDate: 2-21-12

STATE OF TEXAS)

COUNTY OF Collin)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Howard L. Ford and Darlene O. Ford, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the 21st day of February, 2012.

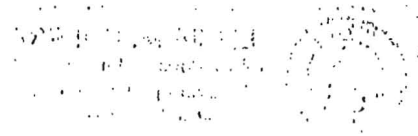


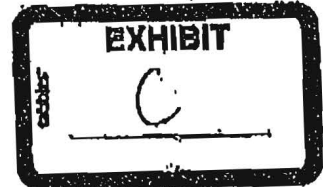
Felicia M. Guerra
NOTARY PUBLIC in and for the
State of Texas

After recording, please return to:

EXHIBIT "A"

Property Description for Future Right of Way





SPECIAL WARRANTY DEED
SH 29 Right of Way

THE STATE OF TEXAS

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§

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 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 is 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 State Highway 29 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 HOWARD L. FORD and DARLENE O. FORD, 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 Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, being more particularly described as follows:

All of that certain _____ acre tract of land, more or less, out of the _____ Survey, Abstract No. _____ in Williamson County, Texas; said tract being more particularly described by notes and bounds in Exhibit "A" attached hereto and incorporated herein.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

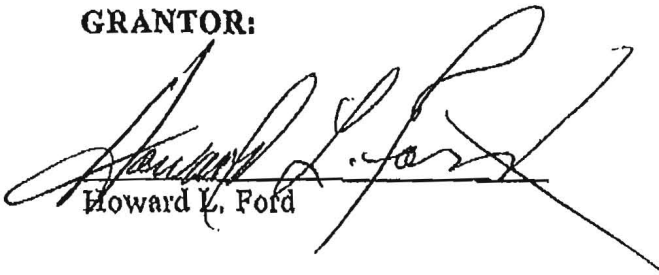
Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements. All improvements currently situated on the Property are specifically excluded from this grant and are reserved by Grantor.

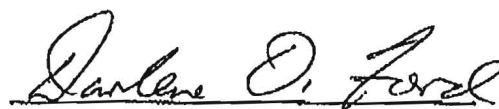
Grantor reserves all of the oil, gas and other minerals, in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water 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 SH 29, 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 Williamson County, Texas and its assigns forever; and Grantor does hereby bind ourselves, our 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 by, through, or under Grantor, but not otherwise.

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

GRANTOR:


Howard L. Ford


Darlene L. Ford

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Collin§
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This instrument was acknowledged before me on this the 21st day of February, 2012 by Howard L. Ford and Darlene O. Ford, in the capacity and for the purposes and consideration recited therein.



Felicia M. Guerra
Notary Public, State of Texas

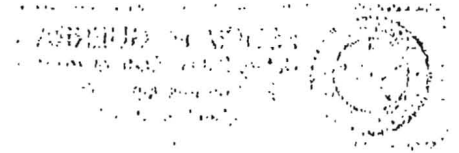
PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Judge
701 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:



AGREEMENT REGARDING IMPROVEMENTS
SH29 Right of Way

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RECITALS:

A. By plats recorded in the Williamson County Map and Plat Records at Cabinet AA, Slides 224-226, ESTANCIA created certain subdivision lots. Lot 1 of this subdivision is now owned by Owner.

B. The County at this time has agreed to purchase additional right of way from Owner for the future widening of State Highway 29, which also contains improvements ("Future Right of Way"). Said right of way is described in further detail in Exhibit "A" attached hereto.

C. The County and Owner has agreed that, as a part of such acquisition, the improvements may remain in such right of way, and any future user of the Future Right of Way will pay Owner for the value of such improvements only at such time as the improvement are required to be removed.

NOW, THEREFORE, the parties acknowledge as follows:

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Executed effective the _____ day of _____, 2012.

[signature page follows]

00243986.DOC

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis, County Judge

Date: 03-01-2012

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Dan A. Gattis, Williamson County Judge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2012.

NOTARY PUBLIC in and for the
State of Texas



Howard ^LO. Ford

Howard L. Ford

Date: 2/21/12

Darlene ^OL. Ford

Darlene O. Ford

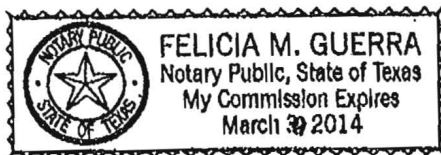
Date: 2-21-12

STATE OF TEXAS)

COUNTY OF Collin)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Howard L. Ford and Darlene O. Ford, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the 21st day of February, 2012.



Felicia M. Guerra
NOTARY PUBLIC in and for the
State of Texas

After recording, please return to:

EXHIBIT "A"

Property Description for Future Right of Way