

REAL ESTATE CONTRACT

SH 29 Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by the ESTATE OF CLARENCE N. JONES, JR. (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 10.06 acres, more or less, and as further generally depicted on Exhibit "A" attached hereto and incorporated herein. Prior to the execution of a Deed document by Seller, Purchaser shall create 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 the Purchase Price and from this conveyance and Deed.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The purchase price for the Property shall be the sum of \$25,000/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

2.02. 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 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.

**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 Capital Title Company on or before December 31, 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 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 license agreement in favor of Seller in the form attached as Exhibit "C".

The deed 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 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 "C" License Agreement.

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.

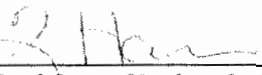
Purchase of Future Right of Way

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.

[signature page follows]

SELLER:

ESTATE OF CLARENCE N. JONES, JR

By: 
Terri Jones Hanley, Independent
Administrator and Executrix

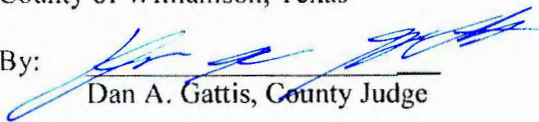
Address: 12805 W. State HWY 29

Luxemburg, TX 78642-

Date: 10-16-15

PURCHASER:

County of Williamson, Texas

By: 
Dan A. Gattis, County Judge

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

Date: 10-29-2015



183

35

29



0 200 400

Feet

1 inch = 400 feet

PRELIMINARY - SUBJECT TO CHANGE
ALL PARCEL LINE AND AREAS ARE APPROXIMATE

Jones Parcel
05-27-2015

Legend

Proposed Route
Existing Route

EXHIBIT "B"

DEED SH 29 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 the ESTATE OF CLARENCE N. JONES, JR., 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 WILLIAMSON COUNTY, TEXAS, 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 10.06 acre in the _____ Survey, Abstract No. _____, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

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: driveway, concrete pad, fire pit, meter loop, septic dump station, awning, cedar fence, wire fence, storage building and other utility connection improvements presently existing within the Property conveyed herein.

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 Williamson County, Texas or 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 29, 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 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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2015.

[signature pages follow]

ESTATE OF CLARENCE N. JONES, JR.

ACKNOWLEDGMENT

2

50

208

PREPARED IN THE OFFICE OF:

GRANTEE'S MAILING ADDRESS:

AFTER RECORDING RETURN TO:

Exhibit "B" to License Agreement

AGREEMENT REGARDING IMPROVEMENTS

SH 29 Right of Way

This Agreement is made by Williamson County, Texas (County) and Estate of Clarence N. Jones, Jr. (Owner).

RECITALS:

A. The County and Owner have entered into a Contract for the purchase of approximately 10.06 acres of additional SH 29 right of way from Owner (Future Right of Way), which contains certain improvements.

B. 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 improvements are required to be removed.

NOW, THEREFORE, the parties acknowledge as follows:

1. Improvements. The improvements include a driveway, concrete pad, fire pit, meter loop, septic dump station, awning, cedar fence, wire fence, storage building and other utility connection 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 such purposes, the terms of which shall be contained within a separate document executed by the parties and recorded in the Real Property Records of Williamson County, Texas.

Executed effective the _____ day of _____, 2015.

ESTATE OF CLARENCE N. JONES, JR.

BY: _____
NAME: _____
TITLE: _____

WILLIAMSON COUNTY, TEXAS

BY: _____
NAME: _____
TITLE: _____

STATE OF TEXAS '
 '
COUNTY OF WILLIAMSON '

This instrument was acknowledged before me on this _____ day of _____, 2015, by _____ of the Estate of Clarence N. Jones, Jr. on behalf of said Estate.

Notary Public, State of Texas

STATE OF TEXAS '
 '
COUNTY OF WILLIAMXON '

This instrument was acknowledged before me on this _____ day of _____, 2015, by Dan A. Gattis, County Judge of Williamson County, Texas, a political subdivision of the state of Texas, on behalf of said county.

Notary Public, State of Texas

EXHIBIT "C"

LICENSE AGREEMENT

SH 29 Right of Way

This License Agreement (hereinafter, "Agreement") is made this _____ day of _____, 2015, by and between the WILLIAMSON COUNTY, TEXAS, (hereinafter "Licensor"), and ESTATE OF CLARENCE N. JONES, JR., (hereinafter, "Licensee", whether one or more).

WHEREAS, Licensor is the owner of the real property (hereinafter, "Property"), which is the public right-of-way as depicted in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Licensee desires to exercise certain rights and privileges upon public right-of-way Property; and

WHEREAS, Licensor desires to grant Licensee certain rights and privileges upon public right-of-way Property; and

NOW, THEREFORE, it is agreed as follows:

License

1. Licensee shall have the right to operate, maintain, upgrade, and repair any existing driveway, concrete pad, fire pit, meter loop, septic dump station, awning, cedar fence, wire fence, storage building and other utility connection improvements in, over and upon public right of way Property, as described in Exhibit "A".

It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind in the public rights-of-way located within the Property by virtue of this license.

The type, size and location of any additional improvements of any kind must be reviewed and approved by the Williamson County Engineer or his designated agent, and if authorized for installation shall be done so at Licensee's sole risk and expense.

It is further understood that Licensor has no duty to maintain, operate, replace, upgrade, or repair any improvement in or upon the Property, including the payment of any fees of any kind associated with any improvements.

Consideration

2. In consideration for this license, Licensee shall pay Licensor \$10.00 and other valuable consideration paid by Licensee to Licensor.

Nonassignable

3. This license granted in this Agreement is personal to Licensee. This Agreement is not assignable by Licensee for the purpose of any improvement installation not authorized herein. Any such assignment of this Agreement will automatically terminate the license. Notwithstanding the foregoing, Licensee shall be permitted to assign Licensee's license under this Agreement to any assignee acquiring all or a portion of Licensee's property adjacent to the Property which is the subject of this Agreement, provided such assignee assumes Licensee's obligations and rights granted under this Agreement, and Licensee shall be released from any and all obligations hereunder accruing after such assignment. Licensor may assign this agreement only to the State of Texas, TxDoT, or any other governmental entity or political subdivision.

Terminable at Will

4. This Agreement is terminable by either party at will by the giving of 60 days actual notice to the other party. Upon termination, if Licensee does not remove any improvements prior to the termination date any improvements to Property will become the property of Licensor and it is agreed that Licensor will not need to reimburse Licensee for any costs expended for said improvements or their removal or relocation. Upon termination of this license, Licensee will be paid for any improvements in the License area in accordance with the agreement attached hereto as Exhibit "B".

Indemnity

5. Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licensor, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Licensee's exercise of the license under this Agreement.

Release

6. Licensee assumes full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licensor, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with Licensee's exercise of the license under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

Venue

7. This Agreement shall be construed under and according with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Notice

8. Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

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

LICENSEE: Estate of Clarence N. Jones, Jr.
Attn: _____

IN WITNESS WHEREOF, this AGREEMENT is executed on the dates indicated.

[signature pages follow]

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date Signed: _____

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 _____, 2015.

NOTARY PUBLIC in and for the
State of Texas

ESTATE OF CLARENCE N. JONES, JR.

By: _____
Terri Jones Hanley, Independent
Administrator and Executrix

Date Signed: _____

STATE OF TEXAS)
)
COUNTY OF _____)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Terri Jones Hanley, Independent Administrator and Executrix of the Estate of Clarence N. Jones, Jr., on behalf of said business, 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 _____, 2015.

NOTARY PUBLIC in and for the
State of Texas