

REAL ESTATE CONTRACT

SH 29 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ANDREW D. CANTRELL and wife STEPHANIE CANTRELL (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 1.828 acre tract of land out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

Access Easement being a 30 foot wide strip of land out of and situated in of the Henry Field Survey, Abstract No. 233, in Williamson County Texas; being further described by metes and bounds in Exhibit "B", attached hereto and incorporated herein;

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, billboard or other leases and appurtenances being referred to in this Contract as the "Property"), and any improvements 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, any improvements thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of ONE HUNDRED SIXTY THOUSAND and 00/100 Dollars (\$160,000.00).

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;

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Capital Title Company on or before May 15th, 2016, 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 and/or easement interest to all of the Property described in Exhibits "A" and "B", 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 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.

(3) At the request of Purchaser deliver to Purchaser a duly executed assignment of any additional easement rights or leases affecting the Property, in a form to be approved by Purchaser. This obligation shall survive the Closing of this transaction.

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.

Purchase of Future Right of Way

8.12 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 pages follow]

SELLER:

Andrew D. Cantrell
Andrew D. Cantrell

Date: 4/3/16

Address: 923 Stubblefield Ln
Liberty Hill Tx 78642


Stephanie Cantrell
Stephanie Cantrell

Date: 4-3-16

Address: 923 Stubblefield Ln
Liberty Hill Tx 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Dan A. Gattis
County Judge

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

Date: 04-17-2015

EXHIBIT "A"

BEING 1.828 acres of land, situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas, said land being a portion of that certain tract of land, called 5 acres, as conveyed to Claude Andrew Cantrell and wife, Donie Cantrell, by deed as recorded in Volume 492, Page 431, of the deed Records of Williamson County, Texas, as occupied on the ground. Surveyed on the ground in the month of February, 2013, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for Reference at an iron pin found on the east line of Stubblefield Lane, being on, or near, the west line of the Henry Field Survey, Abstract No. 233 and the east line of the Joseph M. Glascock Survey, Abstract No. 254, marking the Northwest corner of the above-referenced 5 acre Cantrell tract, being the Southwest corner of that certain Second Tract, as conveyed to Raymond G. Cantrell and wife, Pamela L. Cantrell, by deed as recorded in Volume 2179, Page 659, of the Official Records of Williamson County, Texas;

Thence, along the said east line of Stubblefield Lane, being along, or near, the said west line of the Henry Field Survey, Abstract No. 233 and the east line of the Joseph M. Glascock Survey, Abstract No. 254, being the west line of the said 5 acre Cantrell tract, S 19°44'45" E, 242.54 feet to an iron pin set for the Northwest corner and Point of BEGINNING hereof;

THENCE, N 55°08'30" E, 315.86 feet to an iron pin set, on the west line of that certain Tract 2, called 54.068 acres, as conveyed to J. Patrick Harlow and Lisa M. Harlow, husband and wife, by deed recorded as Document No. 9639594 of the Official Records of Williamson County, Texas, being the occupied east line of the said 5 acre Cantrell tract, for the Northeast corner hereof;

THENCE, S 51°06'15" E, 100.22 feet along the said west line of the 54.068 acre Harlow Tract 2, being the occupied east line of the 5 acre Cantrell tract, to a fence corner and continuing along the east line of the said 5 acre Cantrell tract, S 34°58'15" E, 84.19 feet to an iron pin set for the Southeast corner hereof;

THENCE, S 44°32'15" W, 414.83 feet to an iron pin set on, or near, the said west line of the Henry Field Survey, Abstract No. 233 and the east line of the Joseph M. Glascock Survey, Abstract No. 254, being the west line of the said 5 acre Cantrell tract, and the east line of that certain tract of land, called 1011.979 acres, as conveyed to Williamson County, Texas, by deed recorded as Document No. 2008070649 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 21°02'00" W, 242.85 feet to an iron pin found marking a northeasterly corner of the said 1011.979 acre Williamson County, Texas, tract, being at the Southeast corner of Stubblefield Lane, and continuing along the said east line of Stubblefield Lane, N 19°44'45" W, 21.68 feet to the Place of BEGINNING and continuing 1.828 acres of land.

BEING a 30-Foot-Wide Strip of land, situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas, said land being a portion of that certain tract of land, called 5 acres, as conveyed to Claudie Andrew Cantrell and wife, Donie Cantrell, by deed as recorded in Volume 492, Page 431, of the deed Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2013, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the east line of Stubblefield Lane, being on, or near, the west line of the Henry Field Survey, Abstract No. 233 and the east line of the Joseph M. Glasscock Survey, Abstract No. 254, marking the Northwest corner of the above-referenced 5 acre Cantrell tract, being the Southwest corner of that certain Second Tract, as conveyed to Raymond G. Cantrell and wife, Pamela L. Cantrell, by deed as recorded in Volume 2179, Page 659, of the Official Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the north line of the said 5 acre Cantrell tract, being the south line of the said Cantrell Second Tract, N 70°59'30"E, 30.00 feet to a point for the Northeast corner hereof;

THENCE, S 19°44'45" E, 263.50 feet to a point and S 21°02'00" E, 369.84 feet to a point on the south line of the said 5 acre Cantrell tract, being the north line of that certain tract of land, called 19.929 acres, as conveyed to Joe Hernandez and Maria Contreras by deed recorded as Document No. 2008024337 of the Official Public Records of Williamson County, Texas, being the south line of the said 5 acre Cantrell tract, for the Southeast corner hereof;

THENCE, S 76°01'15" W, 30.23 feet to a $\frac{3}{4}$ " pipe found on, or near, the said west line of the Henry Field Survey, Abstract No. 233 and the east line of the Joseph M. Glasscock Survey, Abstract No. 254, marking the Southwest corner of the said 5 acre Cantrell tract, being on the east line of that certain tract of land, called 1011.979 acres, as conveyed to Williamson County, Texas, by deed recorded as Document No. 2008070649 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 21°02'00" W, 366.46 feet to an iron pin found marking a northeasterly corner of the said 1011.979 acre Williamson County, Texas, tract, being at the Southeast corner of Stubblefield Lane, and continuing along the said east line of Stubblefield Lane, N 19°44'45" W, 264.22 feet to the Place of BEGINNING.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2013025603

Nancy E. Rister

03/22/2013 11:23 AM

CPHELPS \$32.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CRYSTAL GRAY
915 STUBBLEFIELD
LIBERTY HILL TX 78642

DEED
SH 29 Right of Way

THE STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

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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 LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ANDREW D. CANTRELL and wife STEPHANIE CANTRELL, 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 tracts or parcels 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 1.828 acre tract of land out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas as conveyed to Andrew D. Cantrell by Gift Deed recorded in Document No. 2013025603 of the Official Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

Access Easement being a 30 foot wide strip of land out of and situated in of the Henry Field Survey, Abstract No. 233, in Williamson County Texas as conveyed to Andrew D. Cantrell by Gift Deed recorded in Document No. 2013025603 of the Official Records of Williamson County, Texas; being further described by metes and bounds in Exhibit "B", 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 Exhibits "A" and "B" to wit: NONE

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 _____, 2016.

[signature pages follow]

GRANTOR:

Andrew D. Cantrell

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2016 by Andrew D. Cantrell, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Stephanie Cantrell

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2016 by Stephanie Cantrell, 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 Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: