

REAL ESTATE SALES CONTRACT

This Real Estate Sales Contract ("Contract") to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer.

Seller: **The Mineola Economic Development Corporation**
Address: 300 Greenville Hwy.
Mineola, Texas 75773
Phone: (903) 569-6183
Fax: (903) 569-6551
Type of entity: A Development Corporation organized and existing pursuant to Chapters 501 – 505 of the Texas Local Government Code.

Buyer: **RD Real Estate, LLC**
Address: _____
Phone: _____
Fax: _____
Type of entity: _____

Buyer's Broker: None

Property: See Exhibits A and B

Purchase Price: Twenty Thousand Dollars (\$20,000.00) and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties.

Survey: Attached

County for Performance: Wood County, Texas

A. Closing and Closing Documents

- The documents listed in this section are collectively known as the "Closing Documents." The Closing shall occur simultaneous with the Effective Date of this Contract.
1. At closing, Seller will deliver the following items:
- Gift Deed from Seller in favor of Buyer
 - Policy of Title Insurance ("Title Policy")

2. At closing, Buyer will deliver the following items:
 - Evidence of Buyer's authority to consummate this transaction
 - Survey
3. Closing shall occur at a mutually agreeable date and time..

B. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A - Survey
Exhibit B – Field Notes

C. Purchase and Sale of Property

Seller agrees to sell and convey the Property as-is, where-is, with no representation as to marketability or fitness for any particular use to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are part of the consideration for the formation of this Contract.

D. Inspection Period

1. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:
 - a. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;
 - b. Buyer must deliver to Seller copies of all inspection reports, if any, that Buyer prepares or receives from third-party consultants or contractors within five (5) days after their preparation or receipt; and
 - c. Buyer must abide by any other reasonable entry rules imposed by Seller.
2. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason by notifying Seller before the Closing Date.

E. Ad Valorem Taxes

Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of

proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing.

F. Reservations to Conveyance

None.

G. Improvements

1. All improvements which are to be constructed by Buyer on the subject Property shall be completed within two (2) years of the closing date. Additional improvements and/or expansions after completing the initial construction (after the two (2) years) are allowed.
2. In the event that Buyer fails to complete said improvements as agreed to in Section G.1., Buyer shall be considered to be in default and Seller shall have the right to purchase the Property from Buyer. Seller's rights herein shall be superior to any other third party desiring to purchase said Property from Buyer.

H. Easement

Buyer shall grant Seller an easement of sufficient size to allow Seller to construct, place and maintain a guy-wire for the purpose of stabilizing a communication tower owned by Seller and located on the Property. Said easement will be granted by way of a separate easement agreement executed by Buyer and Seller.

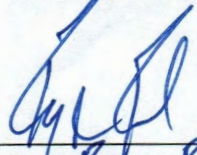
I. Miscellaneous Provisions

1. *Entire Contract.* This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements or promises pertaining to the sale of the Property by Seller to Buyer that are not incorporated in writing in this Contract.
2. *Amendment.* This Contract may be amended only by an instrument in writing signed by the parties.
3. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.
4. *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
5. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

6. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture or any other special relationship.
7. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.
8. *Gift Deed.* The parties agree, acknowledge and understand that title to the Property the subject of this Contract and more particularly described in **Exhibits A and B** will pass by way of a Gift Deed from Seller to Buyer.
9. *Agreement Shall Run With the Land.* This Contract shall be binding on the successors in interests, heirs, assigns, representatives, officers and all those in privity with Seller and Buyer and shall, with no exception, run with the land.

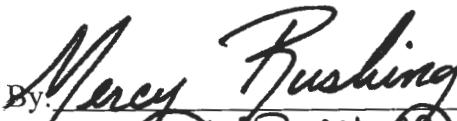
BUYER:

RD REAL ESTATE, LLC

By: 
 Name: Ryan Pool
 Title: owner
 Date: 3-9-21

SELLER:

THE MINEOLA ECONOMIC DEVELOPMENT CORPORATION

By: 
 Name: MERCY RUSHING
 Title: MED EXE TIT
 Date: 3/8/2021

6. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture or any other special relationship.
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BUYER:

RD REAL ESTATE, LLC

By: [Signature]
 Name: Ryan Pool
 Title: owner
 Date: 3-10-21

SELLER:

**THE MINEOLA ECONOMIC
 DEVELOPMENT CORPORATION**

By: [Signature]
 Name: MERCY RUSHING
 Title: MEDC EXEC. DIRECTOR
 Date: 3/8/2021

EXHIBIT A

Description of the Land

HANEY'S ENGINEERING AND LAND SURVEYING
TBPELS FIRM NO. 10158600
P.O. BOX 1564
HAWKINS, TX 75765
PHONE 903 363-8852

Field Notes – 1.000 Ac.
J. E. White Survey, A-612
Wood County, Texas

Being all of that certain lot, tract or parcel of land situated in the J. E. White Survey, Abstract No. 612, being part of Lot 2 of the MEDC Addition according to the plat recorded in Volume 9, Page 396 Plat Records Wood County, Texas, said lot, tract or parcel of land being more particularly described as follows:

COMMENCING at a found ½” iron rod with cap stamped “KSA Engineering” at the northeast corner of said Lot 2, said iron rod being in the West right of way line of an abandoned railroad;

Thence along the North line of said Lot 2, South 87 degrees 53 minutes 33 seconds West, a distance of 773.67 feet to a point for corner at the northwest corner of said Lot 2, being in the East right of way line of Baker Street (a 70’ right of way);

Thence along the West line of said Lot 2 and along the East right of way line of Baker Street, South 01 degrees 37 minutes 42 seconds East, a distance of 169.35 feet to a set ½” iron rod with yellow cap stamped “Haney 6082” for the **POINT OF BEGINNING** of the herein described tract;

Thence across said Lot 2, South 63 degrees 16 minutes 00 seconds East, a distance of 357.96 feet to a set ½” iron rod with yellow cap stamped “Haney 6082”;

Thence continue across said Lot 2, South 02 degrees 14 minutes 40 seconds East, a distance of 51.52 feet to a set ½” iron rod with yellow cap stamped “Haney 6082” in the South line of said Lot 2, also being in the North right of way line of Bromberg Street (a 70’ right of way);

Thence along the South line of said Lot 2 and along the North right of way line of Bromberg Street, South 87 degrees 44 minutes 40 seconds West, a distance of 315.57 feet to a set ½” iron rod with yellow cap stamped “Haney 6082” at the southwest corner of said Lot 2, also being the intersection of the North right of way line of Bromberg Street with the East right of way line of Baker Street;

Thence along the West line of said Lot 2 and along the East right of way line of Baker Street, North 01 degrees 37 minutes 42 seconds West, a distance of 225.01 feet to the **POINT OF BEGINNING** and containing 1.000 acres of land.

I, ROBERT E. HANEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6082, OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THESE FIELD NOTES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND BY MYSELF.

WITNESSED BY MY HAND AND SEAL THIS THE 1st DAY OF MARCH, 2021.

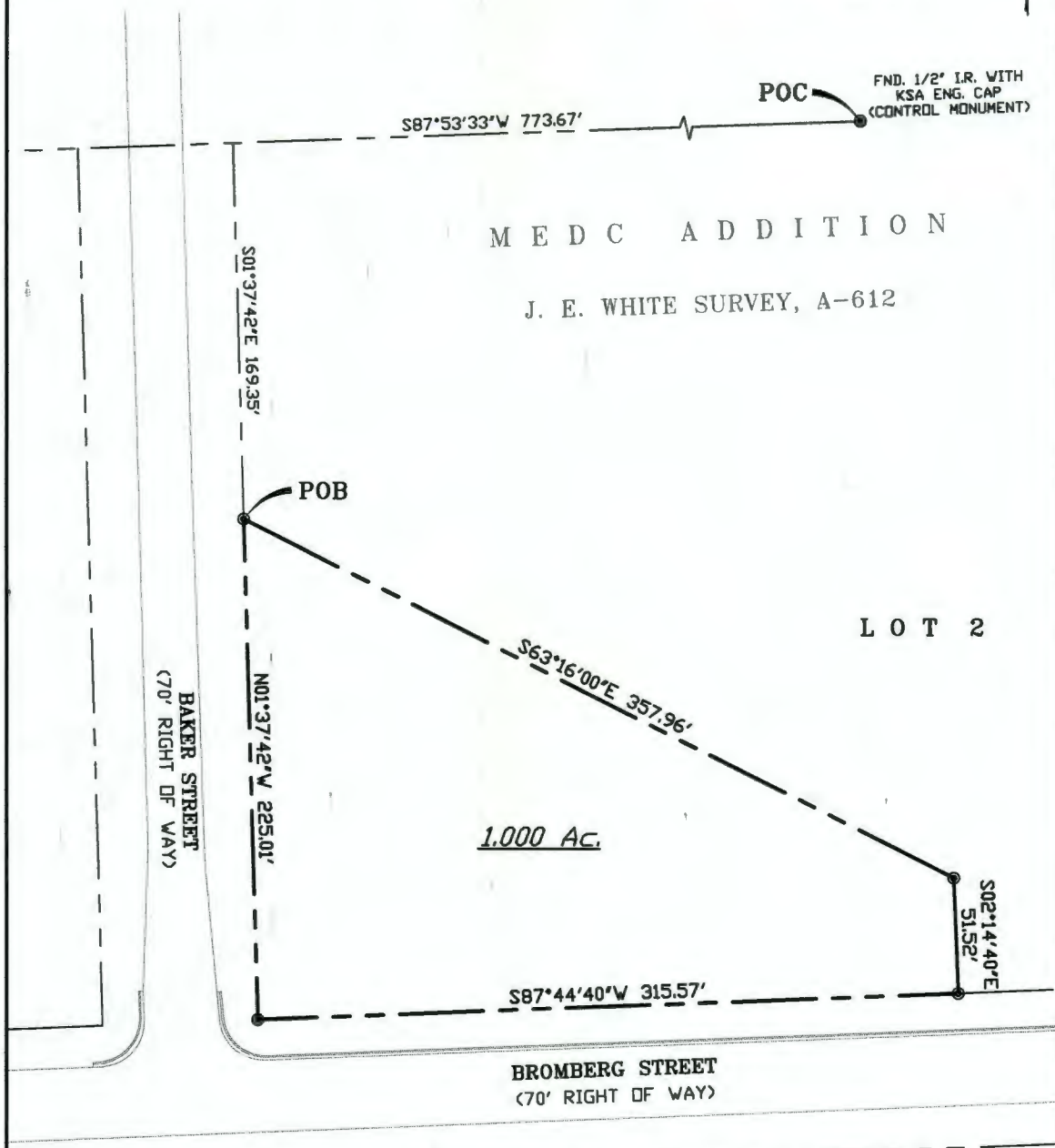
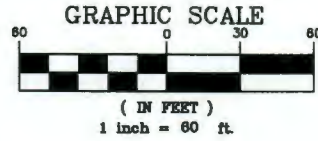
Robert E. Haney

ROBERT E. HANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6082

See plat of even date herewith.



PLAT SHOWING SURVEY OF
PART OF LOT 2 OF THE
MEDC ADDITION
VOL. 9, PG. 396 PLAT RECORDS
OF WOOD COUNTY, TEXAS



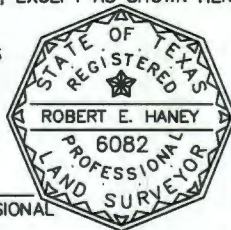
LOT 3

I, ROBERT E. HANEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6082, OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND BY MYSELF. THERE ARE NO APPARENT CONFLICTS, DISCREPANCIES, VISIBLE BOUNDARY LINE CONFLICTS, VISIBLE INTRUSIONS, VISIBLE PROTRUSIONS OF IMPROVEMENTS, OR VISIBLE EASEMENTS OR RIGHT-OF-WAYS, EXCEPT AS SHOWN HEREON.

BASIS OF BEARING IS THE NORTH LINE OF LOT 2 OF THE MEDC ADDITION, RECORD BEARING N87°53'33"E.

WITNESSED BY MY HAND AND SEAL THIS THE 1ST DAY OF MARCH, 2021.

Robert E. Haney



ROBERT E. HANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6082

LEGEND

● SET 1/2" IRON ROD WITH YELLOW CAP "HANEY 6082"



P.O. BOX 1564
HAWKINS, TEXAS 75765
TBPELS FIRM NO. 10158600
903 363-8852

SCALE : 1" = 60'

DATE: MARCH 1, 2021

JOB # HE1151

TBPELS FIRM NO. 10158600

development activities. Should GRANTEE fail to use the property for this public purpose, ownership of the property shall automatically revert to GRANTOR.

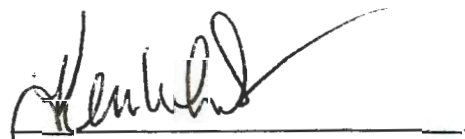
TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, forever, and GRANTOR does hereby bind itself, its officers, employees, representatives and all those in privity with GRANTOR, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said GRANTEE, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, these presents are executed on this the 1st day of MARCH, 2021.

GRANTOR:

THE CITY OF MINEOLA, TEXAS

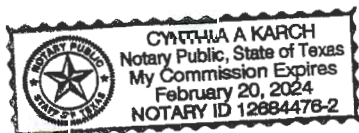
By:


Kevin White
Mayor of Mineola, Texas

STATE OF TEXAS §

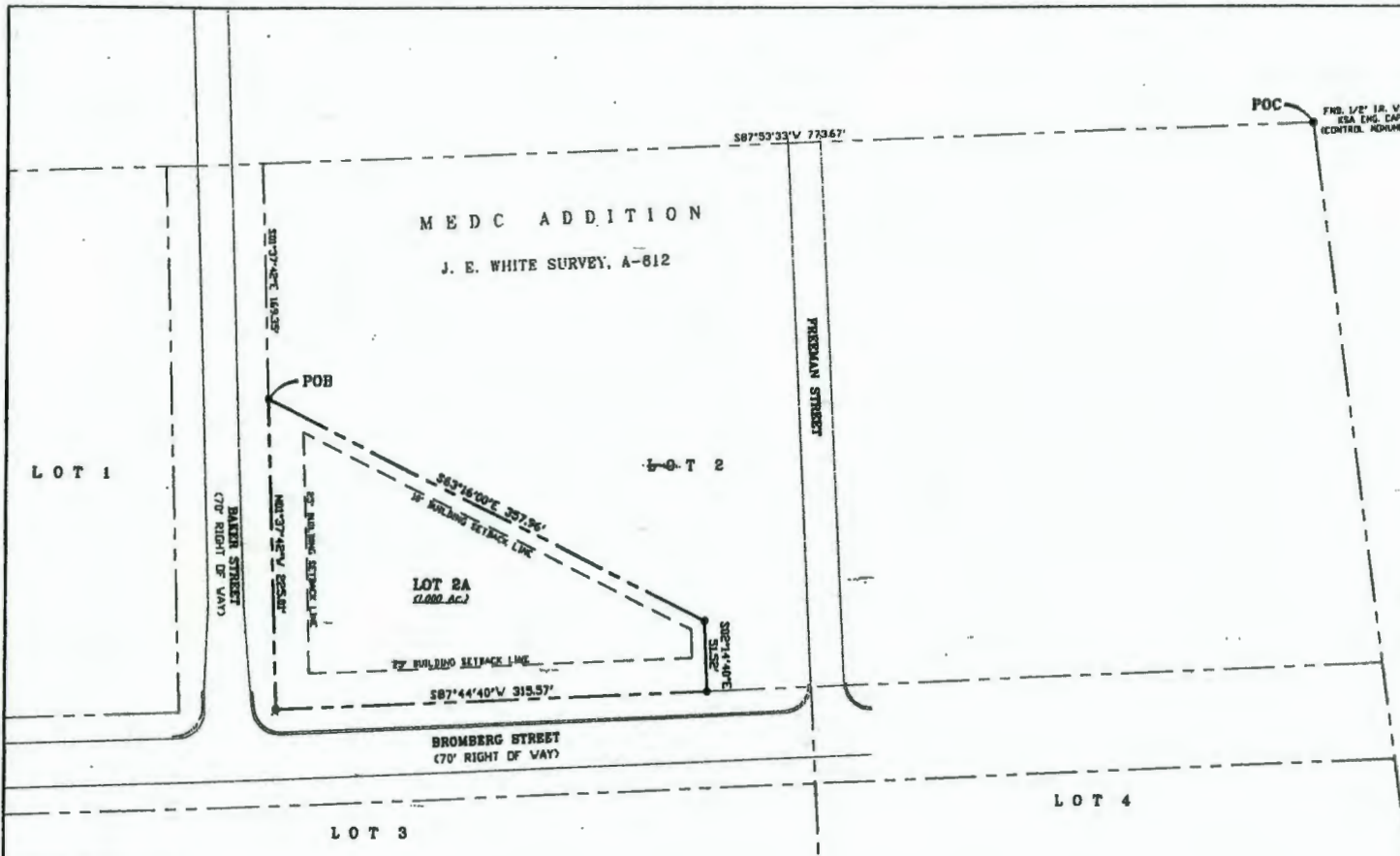
COUNTY OF WOOD §

THIS INSTRUMENT was acknowledged before me on this the 1st day of MARCH, 2021 by Kevin White, Mayor of the City of Mineola, Texas.

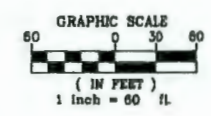



Cynthia A. Karch
Notary Public, State of Texas

EXHIBIT "A"



LOT 2A, MEDC ADDITION
 BEING A RESUBDIVISION OF LOT 2,
 MEDC ADDITION ACCORDING TO PLAT
 RECORDED IN VOLUME 9, PAGE 396
 PLAT RECORDS WOOD COUNTY, TEXAS



LEGEND

- LOT LINES
- - - - SETBACK LINES
- FOUND 1/2" I.B.
- SET 1/2" I.B. WITH YELLOW CAP STAMPED "HANEY 6082"

Field Notes - Lot 2A - 1.000 Ac.
 J. E. White Survey, A-612
 Wood County, Texas

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COMMENCING at a Found $\frac{1}{2}$ " Iron rod with cap stamped "KSA Engineering" at the northeast corner of said Lot 2, said iron rod being in the West right of way line of an abandoned railroad

Thence along the North line of said Lot 2, South 87 degrees 53 minutes 33 seconds West, a distance of 773.57 feet to a point for corner at the northwest corner of said Lot 2, being in the East right of way line of Baker Street (a 70' right of way);

Thence along the West line of said Lot 2 and along the East right of way line of Baker Street, South 01 degree 37 minutes 42 seconds East, a distance of 168.25 feet to a set $\frac{1}{2}$ " Iron rod with yellow cap stamped "HANEY 6082" for the **POINT OF BEGINNING** of the herein described tract;

Thence across said Lot 2, South 63 degrees 16 minutes 00 seconds East, a distance of 337.96 feet to a set $\frac{1}{2}$ " Iron rod with yellow cap stamped "HANEY 6082";

Thence continue across said Lot 2, South 02 degrees 14 minutes 40 seconds East, a distance of 31.52 feet to a set $\frac{1}{2}$ " Iron rod with yellow cap stamped "HANEY 6082" in the South line of said Lot 2, also being in the North right of way line of Bromberg Street (a 70' right of way);

Thence along the South line of said Lot 2 and along the North right of way line of Bromberg Street, South 87 degrees 44 minutes 40 seconds West, a distance of 315.57 feet to a set $\frac{1}{2}$ " Iron rod with yellow cap stamped "HANEY 6082" at the southwest corner of said Lot 2, also being the intersection of the North right of way line of Bromberg Street with the East right of way line of Baker Street;

Thence along the West line of said Lot 2 and along the East right of way line of Baker Street, North 01 degree 37 minutes 42 seconds West, a distance of 825.01 feet to the **POINT OF BEGINNING** and containing **1.000 ACRES** of land.

OWNERS CERTIFICATION:

THAT WE, THE CITY OF MINEOLA, TEXAS, BEING THE OWNERS OF THE PROPERTY SHOWN HEREON DO ACCEPT THIS PLAT AS OUR PLAT FOR RESUBDIVISION OF LOT 2 OF THE MEDC ADDITION, DO HEREBY ADOPT THE RESUBDIVISION SHOWN HEREON AS LOT 2A OF THE MEDC ADDITION AS OUR LEGAL SUBDIVISION. THIS PLAT SHALL BE MADE THEREWITH SUBJECT TO THE RESTRICTIONS AND CONDITIONS RECORDED IN THE TEXAS REAL PROPERTY RECORDS OF WOOD COUNTY, TEXAS, PERTAINING TO SUBDIVISION SHOWN HEREON.

BY: KEVIN WHITE, MAYOR

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED

KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE(SHE) EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

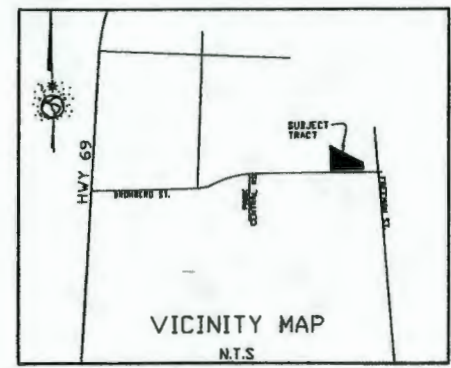
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF ____, 2021.

MY COMMISSION EXPIRES ON ____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED BY THE CITY COUNCIL OF MINEOLA, STATE OF TEXAS, THIS THE ____ DAY OF ____, 2021

BY: KEVIN WHITE, MAYOR



VICINITY MAP
 N.T.S.

RECORDED IN VOLUME ____ PAGE ____ OF THE PLAT RECORDS OF WOOD COUNTY, TEXAS, THIS THE ____ DAY OF ____, 2021

SURVEYORS CERTIFICATION:

I, ROBERT E. HANEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6082, DO HEREBY CERTIFY TO THE CITY OF MINEOLA, TEXAS THAT THIS MAP REPRESENTS AN ACTUAL SURVEY MADE BY ME, ON THE GROUND DURING THE MONTH OF FEBRUARY, 2021, AND THAT ALL MONUMENTS OR MONUMENTS ARE CORRECTLY SHOWN HEREON.

THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, RECORDATION, CONVEYANCE OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

ROBERT E. HANEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6082

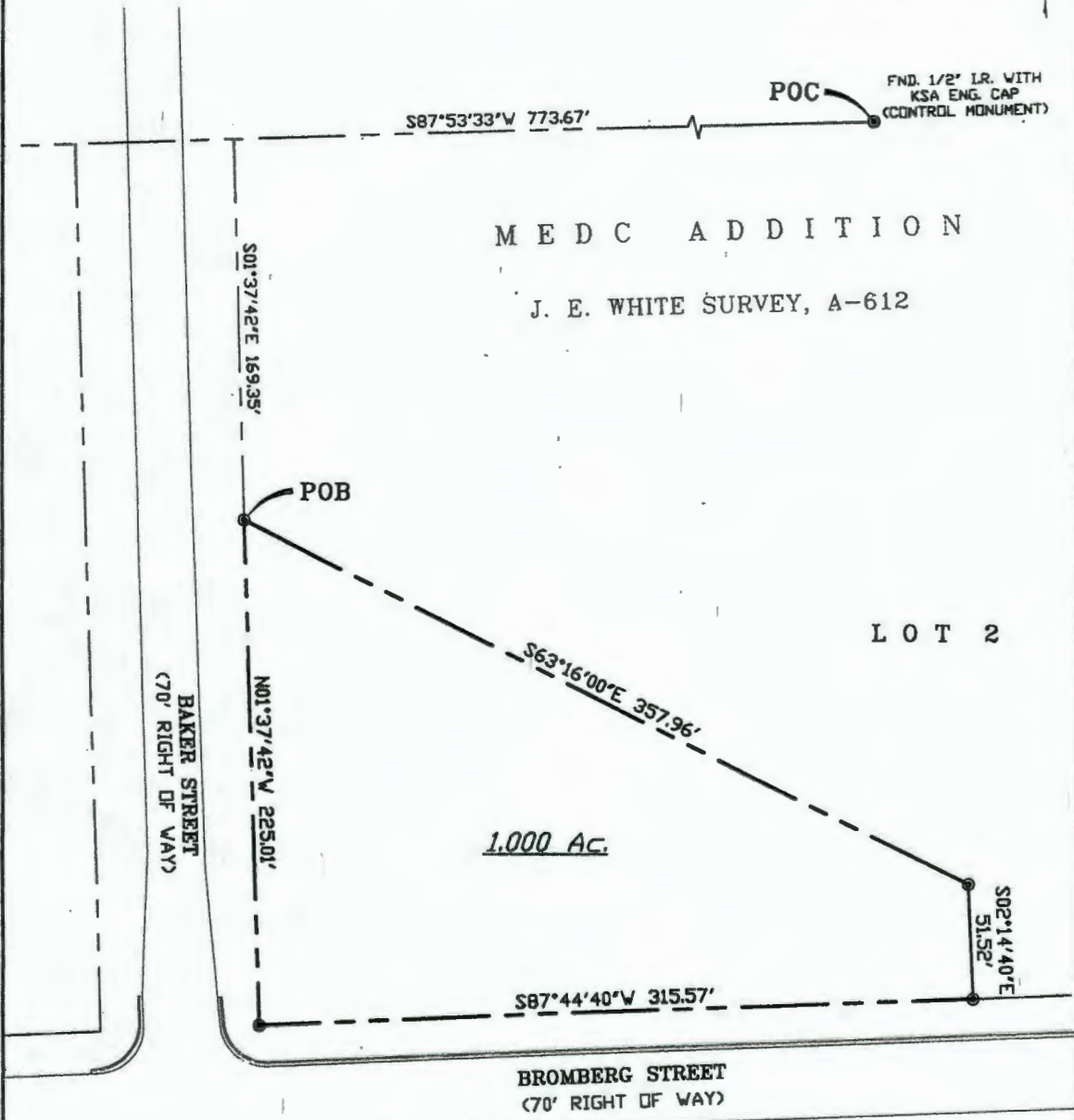
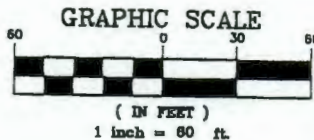
HANEY'S
 ENGINEERING & LAND SURVEYING

P.O. BOX 1584
 158 GLENROSE DRIVE
 HAWKINS, TEXAS

SCALE: 1" = 60'
 CELL (903) 363-8852
 JOB # HE1151
 TBPELS FIRM NO. 10158600

EXHIBIT "B"

PLAT SHOWING SURVEY OF
PART OF LOT 2 OF THE
MEDC ADDITION
VOL. 9, PG. 396 PLAT RECORDS
OF WOOD COUNTY, TEXAS



M E D C A D D I T I O N

J. E. WHITE SURVEY, A-612

LOT 2

1.000 AC.

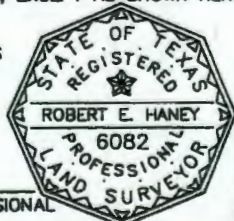
LOT 3

I, ROBERT E. HANEY, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6082, OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND BY MYSELF. THERE ARE NO APPARENT CONFLICTS, DISCREPANCIES, VISIBLE BOUNDARY LINE CONFLICTS, VISIBLE INTRUSIONS, VISIBLE PROTRUSIONS OF IMPROVEMENTS, OR VISIBLE EASEMENTS OR RIGHT-OF-WAYS, EXCEPT AS SHOWN HEREON.

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WITNESSED BY MY HAND AND SEAL THIS THE 1ST DAY OF MARCH, 2021.

Robert E. Haney



ROBERT E. HANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6082

LEGEND

● SET 1/2" IRON ROD WITH YELLOW CAP "HANEY 6082"

| | |
|---|--------------------------|
| | |
| P.O. BOX 1564 HAWKINS, TEXAS 75765 TBPELS FIRM NO. 10158600 903 363-8852 | |
| SCALE : 1" = 60' | DATE: MARCH 1, 2021 |
| JOB # HE1151 | TBPELS FIRM NO. 10158600 |

EXHIBIT "C"

HANEY'S ENGINEERING AND LAND SURVEYING
TBPELS FIRM NO. 10158600
P.O. BOX 1564
HAWKINS, TX 75765
PHONE 903 363-8852

Field Notes – 1.000 Ac.
J. E. White Survey, A-612
Wood County, Texas

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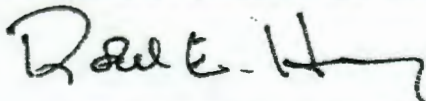
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WITNESSED BY MY HAND AND SEAL THIS THE 1st DAY OF MARCH, 2021.



ROBERT E. HANEY, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6082

See plat of even date herewith.



THE STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the OPR Records of Wood County, Texas.

2021-00002564 dhaggerty
03/10/2021 10:13 AM



Kelley Price

Kelley Price, County Clerk
Wood County, Texas