

FILED FOR RECORD  
at 11:30 o'clock 20 M

#14,908

DEC 12 2017

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By *J. Lindenzweig*

### ASSIGNMENT OF OPTION AGREEMENT

In consideration of \$1.00 and other good and valuable consideration paid to me, receipt of which is acknowledged, I assign to Hunt County, Texas all my right, title, and interest as Optionee in the right-of-way option agreement dated August 5, 2017, executed by Laverl Smith, Tony Gavin, and James Douthit, as Optionors to me as Optionee, for a right-of-way in Hunt County, Texas, described as follows:

A sixty foot right of way, the centerline being the current centerline of CR 2708, beginning from the intersection of CR 2708 and 2710 and following CR 2708 to a point where the Northeast corner of N.A. Piper Survey, Abstract-849 meets CR 2708.

A copy of the option agreement is attached to this agreement as Exhibit "A" and is incorporated by reference.

I represent to the assignee that the option has not been exercised, and that the option period will expire on February 1, 2018, and that the option has not been rescinded or modified.

I have executed this assignment in Hunt County, Texas on December \_\_\_\_, 2017.

Country Side Developments, Developer  
By: Shane LaRue

Accepted on <sup>December</sup> ~~November~~ 12, 2017 by Hunt  
County, Texas.

*[Handwritten Signature]*  
John Horn, County Judge  
Hunt County, Texas

STATE OF TEXAS                    )  
COUNTY OF HUNT                 )

This instrument was acknowledged before me on December \_\_\_\_, 2017, by Shane LaRue.

\_\_\_\_\_  
Notary Public, State of Texas

## **RIGHT-OF-WAY OPTION AGREEMENT**

This option agreement is made on August 5, 2017, by Laverl Smith of 2202 Traders Road, Greenville, Hunt County, Texas 75402, hereinafter called "Owner," to Country Side Developments of 5101 CR 2720, Caddo Mills, Hunt County, Texas 75135, hereinafter called "Developer."

### **Grant of Option**

Owner, for consideration of \$1.00 paid by Developer to Owner, receipt of which is acknowledged, grants to Developer the exclusive right and option to purchase a right-of-way, on the following terms and conditions, in Hunt County, Texas, and described as follows: a sixty foot right of way, the centerline being the current centerline of CR 2708, beginning from the intersection of CR 2708 and 2710 and following CR 2708 to a point where the Northeast corner of N.A. Piper Survey, Abstract-849 meets CR 2708, said sixty foot right-of-way being more particularly described in the attached plat as exhibit "A."

### **Option Period**

The term of this option will be 180 days, commencing on August 5, 2017, and continuing until February 1, 2018.

### **Purchase Price of Right-of-Way**

The full purchase price of the right-of-way is \$1.00. If Developer obtains the right-of-way described in this option in accordance with the terms and conditions set forth in this agreement, the consideration paid for this option will apply to the purchase price.

### **Terms of Right-of-Way**

If Developer exercises the option per the terms of this agreement, Developer may only assign or transfer the right-of-way to Hunt County, Texas for the purposes of upgrading CR 2708.

If Developer does not assign or transfer the right-of-way to Hunt County, Texas within 180 days of exercising this option, all rights and interests granted in the right-of-way will revert to the Owner and the Owner will hold all rights and interests in the same manner as prior to the option being executed.

Owner agrees to execute further amendments necessary for Hunt County, Texas to accomplish upgrading CR 2708.

### **Exercise of Option**

Developer may exercise this option by giving Owner a signed written notice by First Class Mail, before the time set for the option's expiration, at which time the consideration paid for this option will be applied to the purchase price of the right-of-way. Within thirty days after receipt of the notice, Owner

must deliver to Developer, against payment of the purchase price, a right-of-way deed to the property.

Developer may only exercise this option upon the closing of the purchase of the property more particularly described in the attached plat as exhibit "B," from Mike and Karen Ellis of 2378 CR 2710, Caddo Mills, Hunt County, Texas 75135.

#### **Failure to Exercise Option**

If Developer does not exercise this option in accordance with its terms and within the option period, this option and the rights of Developer will automatically and immediately terminate without notice. If Developer fails to exercise this option, Owner will retain the amount paid as consideration for granting this option.

#### **Notices**

All notices provided for in this agreement will be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended, at the party's address listed above, or when delivered personally in writing to the party.

#### **Time of Essence**

Time is of the essence with regard to this option.

#### **Binding Effect**

This option will be binding on and inure to the benefit of the parties to it and to their respective heirs, personal representatives, successors, and assigns.

#### **Assignment of Option Agreement**

This option may be assigned by the Developer to Hunt County, Texas.

The Owner has executed this option at Hunt County, Texas, on the date set forth above.

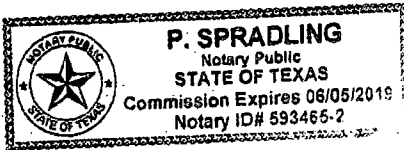
*Laverl Smith*

Laverl Smith, Owner

STATE OF TEXAS )  
COUNTY OF HUNT )

This instrument was acknowledged before me on August 18, 2017, by Laverl Smith.

*P. Spradling*



Notary Public, State of Texas

*Shane LaRue*

Country Side Developments, Developer  
By: Shane LaRue

STATE OF TEXAS )  
COUNTY OF HUNT )

This instrument was acknowledged before me on ~~August~~ <sup>Sept. 1</sup>, 2017, by Shane LaRue.

*Jeneace Holley*

Notary Public, State of Texas



## **RIGHT-OF-WAY OPTION AGREEMENT**

This option agreement is made on August 5, 2017, by James Douthit of 2408 Gilmer Street, Caddo Mills, Hunt County, Texas 75135, and Tony Gavin of 4463 CR 2708, Caddo Mills, Hunt County, Texas 75135, hereinafter called "Owners," to Country Side Developments of 5101 CR 2720, Caddo Mills, Hunt County, Texas 75135, hereinafter called "Developer."

### **Grant of Option**

Owners, for consideration of \$2.00 paid by Developer to Owners, receipt of which is acknowledged, grants to Developer the exclusive right and option to purchase a right-of-way, on the following terms and conditions, in Hunt County, Texas, and described as follows: a sixty foot right of way, the centerline being the current centerline of CR 2708, beginning from the intersection of CR 2708 and 2710 and following CR 2708 to a point where the Northeast corner of N.A. Piper Survey, Abstract-849 meets CR 2708, said sixty foot right-of-way being more particularly described in the attached plat as exhibit "A."

### **Option Period**

The term of this option will be 180 days, commencing on August 5, 2017, and continuing until February 1, 2018.

### **Purchase Price of Right-of-Way**

The full purchase price of the right-of-way is \$2.00. If Developer obtains the right-of-way described in this option in accordance with the terms and conditions set forth in this agreement, the consideration paid for this option will apply to the purchase price.

### **Terms of Right-of-Way**

If Developer exercises the option per the terms of this agreement, Developer may only assign or transfer the right-of-way to Hunt County, Texas for the purposes of upgrading CR 2708.

If Developer does not assign or transfer the right-of-way to Hunt County, Texas within 180 days of exercising this option, all rights and interests granted in the right-of-way will revert to the Owners and the Owners will hold all rights and interests in the same manner as prior to the option being executed.

Owners agree to execute further amendments necessary for Hunt County, Texas to accomplish upgrading CR 2708.

### **Exercise of Option**

Developer may exercise this option by giving Owners signed written notice by First Class Mail, before the time set for the option's expiration, at which time the consideration paid for this option will be applied to the purchase price of the right-of-way. Within thirty days after receipt of the notice, Owners must deliver to Developer, against payment of the purchase price, a right-of-way deed to the property.

Developer may only exercise this option upon the closing of the purchase of the property more particularly described in the attached plat as exhibit "B," from Mike and Karen Ellis of 2378 CR 2710, Caddo Mills, Hunt County, Texas 75135.

### **Failure to Exercise Option**

If Developer does not exercise this option in accordance with its terms and within the option period, this option and the rights of Developer will automatically and immediately terminate without notice. If Developer fails to exercise this option, Owners will retain the amount paid as consideration for granting this option.

### **Notices**

All notices provided for in this agreement will be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended, at the party's address listed above, or when delivered personally in writing to the party.

### **Time of Essence**

Time is of the essence with regard to this option.

### **Binding Effect**

This option will be binding on and inure to the benefit of the parties to it and to their respective heirs, personal representatives, successors, and assigns.

### **Assignment of Option Agreement**

This option may be assigned by the Developer to Hunt County, Texas.

The Owners have executed this option at Hunt County, Texas, on the date set forth above.

\_\_\_\_\_  
James Douthit, Owner

STATE OF TEXAS            )  
COUNTY OF HUNT         )

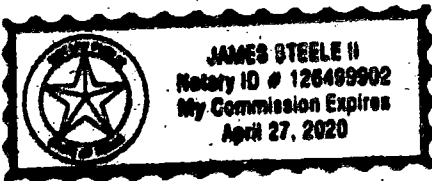
This instrument was acknowledged before me on July \_\_\_\_, 2017, by James Douthit.

\_\_\_\_\_  
Notary Public, State of Texas

*Tony Gavin*  
\_\_\_\_\_  
Tony Gavin, Owner

STATE OF TEXAS            )  
COUNTY OF HUNT         )

This instrument was acknowledged before me on July 27<sup>th</sup>, 2017, by Tony Gavin.



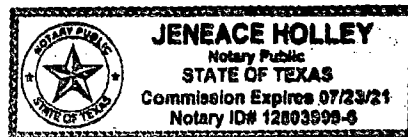
*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

*[Signature]*  
\_\_\_\_\_  
Country Side Developments, Developer  
By: Shane LaRue

STATE OF TEXAS            )  
COUNTY OF HUNT         )

This instrument was acknowledged before me on Sept 1 July, 2017, by Shane LaRue.

*Jeneace Holley*  
\_\_\_\_\_  
Notary Public, State of Texas





## **RIGHT-OF-WAY OPTION AGREEMENT**

This option agreement is made on August 5, 2017, by James Douthit of 2408 Gilmer Street, Caddo Mills, Hunt County, Texas 75135, and Tony Gavin of 4463 CR 2708, Caddo Mills, Hunt County, Texas 75135, hereinafter called "Owners," to Country Side Developments of 5101 CR 2720, Caddo Mills, Hunt County, Texas 75135, hereinafter called "Developer."

### **Grant of Option**

Owners, for consideration of \$2.00 paid by Developer to Owners, receipt of which is acknowledged, grants to Developer the exclusive right and option to purchase a right-of-way, on the following terms and conditions, in Hunt County, Texas, and described as follows: a sixty foot right of way, the centerline being the current centerline of CR 2708, beginning from the intersection of CR 2708 and 2710 and following CR 2708 to a point where the Northeast corner of N.A. Piper Survey, Abstract-849 meets CR 2708, said sixty foot right-of-way being more particularly described in the attached plat as exhibit "A."

### **Option Period**

The term of this option will be 180 days, commencing on August 5, 2017, and continuing until February 1, 2018.

### **Purchase Price of Right-of-Way**

The full purchase price of the right-of-way is \$2.00. If Developer obtains the right-of-way described in this option in accordance with the terms and conditions set forth in this agreement, the consideration paid for this option will apply to the purchase price.

### **Terms of Right-of-Way**

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Owners agree to execute further amendments necessary for Hunt County, Texas to accomplish upgrading CR 2708.

### **Exercise of Option**

Developer may exercise this option by giving Owners signed written notice by First Class Mail, before the time set for the option's expiration, at which time the consideration paid for this option will be applied to the purchase price of the right-of-way. Within thirty days after receipt of the notice, Owners must deliver to Developer, against payment of the purchase price, a right-of-way deed to the property.

Developer may only exercise this option upon the closing of the purchase of the property more particularly described in the attached plat as exhibit "B," from Mike and Karen Ellis of 2378 CR 2710, Caddo Mills, Hunt County, Texas 75135.

### **Failure to Exercise Option**

If Developer does not exercise this option in accordance with its terms and within the option period, this option and the rights of Developer will automatically and immediately terminate without notice. If Developer fails to exercise this option, Owners will retain the amount paid as consideration for granting this option.

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### **Binding Effect**

This option will be binding on and inure to the benefit of the parties to it and to their respective heirs, personal representatives, successors, and assigns.

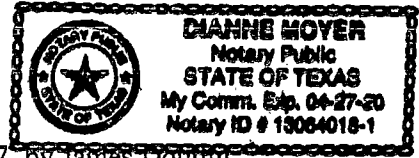
### **Assignment of Option Agreement**

This option may be assigned by the Developer to Hunt County, Texas.

The Owners have executed this option at Hunt County, Texas, on the date set forth above.

[Signature]  
James Douthit, Owner

STATE OF TEXAS )  
COUNTY OF HUNT )



This instrument was acknowledged before me on August 8, 2017, by James Douthit.

[Signature]  
Notary Public, State of Texas

\_\_\_\_\_  
Tony Gavin, Owner

STATE OF TEXAS )  
COUNTY OF HUNT )

This instrument was acknowledged before me on July \_\_\_\_, 2017, by Tony Gavin.

\_\_\_\_\_  
Notary Public, State of Texas

[Signature]  
Country Side Developments, Developer  
By: Shane LaRue

STATE OF TEXAS )  
COUNTY OF HUNT )

This instrument was acknowledged before me on Sept 1, 2017, by Shane LaRue.

[Signature]  
Notary Public, State of Texas

