

TRANSFER OF RIGHT OF WAY

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantor, in consideration of the terms and completion of that certain pass-through toll agreement between Williamson County, Texas and the State of Texas, has this day Sold and Transferred and by these presents does Grant, Assign, Sell and Convey unto the CITY OF GEORGETOWN, hereinafter referred to a Grantee, all of Grantor's rights, title and interest in and to those certain tracts or parcels of land situated in Williamson County, Texas, said land being more particularly described in Exhibit "A (the "Property")", attached hereto and made a part hereof.

Anything herein to the contrary notwithstanding, this Transfer of Right of Way is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to Grantor. In addition, this conveyance is subject to all matters of public record and to all easements or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

**BY THE ACCEPTANCE OF THIS TRANSFER OF RIGHT OF WAY, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY GRANTOR. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES)**

**RESULTING OR ARISING FROM GRANTEE'S USE, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.**

**WITHOUT LIMITING THE GENERAL PROVISIONS ABOVE, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (a) MATTERS OF TITLE; (b) ZONING; (c) TAX CONSEQUENCES; (d) PHYSICAL OR ENVIRONMENTAL CONDITIONS; (e) AVAILABILITY OF ACCESS, INGRESS OR EGRESS; (f) OPERATING HISTORY OR PROJECTIONS; (g) VALUATION; (h) AVAILABILITY AND ADEQUACY OF UTILITIES; (i) GOVERNMENTAL APPROVALS; (j) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (1) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR USE OR PURPOSE; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (3) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH GRANTEE'S OR GRANTOR'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF ANY GOVERNMENTAL AUTHORITIES, BOARDS OR ENTITIES. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OF ANY STATE OR FEDERAL AUTHORITY OR JURISDICTION.**

This Transfer of Right of Way is expressly made by Grantor and accepted by Grantee without any warranty of title of any kind, oral or written, express or implied, whether existing by common law or by statute or any other manner. Grantee expressly agrees that the implied covenants set forth in Section 5.023 of the Texas Property Code are not applicable to this Transfer of Right of Way.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee and Grantee's successors and/or assigns forever, subject to the limitations and conditions hereinabove stated.

**GRANTOR:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

**Acknowledgment**

STATE OF TEXAS                    )

COUNTY OF WILLIAMSON        )

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

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

After recording return to:  
  
Sheets & Crossfield, P.C.  
309 East Main Street  
Round Rock, Texas 78664

## EXHIBIT A

All of the right-of-way for RM 2338 in Williamson County, Texas previously conveyed from the State of Texas to Williamson County in Document No. 2008085372, Official Records, Williamson County, Texas, lying between the intersection of RM 2338 and IH-35, more specifically described on the "Line Description" attached hereto as Exhibit "A-1", to the intersection of RM 2338 with Jim Hogg Road, as more specifically described on "Line Description" attached hereto as Exhibit "A-2", SAVE AND except the 0.486 acre tract of land as described in Exhibit "B", attached hereto.

TOGETHER WITH any and all other interests held previously by the State of Texas for said RM 2338 right-of-way, held by plat dedications, prescriptive easements, easements appurtenant and any other right in and to the RM 2338 right-of-way, it being the intent of Williamson County to convey any and all interests it currently holds or which it might inure to.