

**REAL ESTATE CONTRACT**  
SH 29 @ DB Wood Rd. – Parcel 1

THIS REAL ESTATE CONTRACT (“Contract”) is made by **ESSMAN FAMILY PARTNERSHIP, L.P.** (collectively 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 0.261 acre (11,370 SF) of land in the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 1**);

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”), and any improvements situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, 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 to the remaining property of Seller as a result of this transaction, shall be the sum of ONE HUNDRED EIGHTY THOUSAND and 00/100 Dollars (\$180,000.00).

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;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING  
Closing Date**

5.01. The Closing shall be held at the office of Community National Title Company ("Title Company") on or before May 31, 2018, 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 to all of the Property described in Exhibit "A", 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 "B", attached hereto and incorporated herein.

(3) 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.

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, and any previous years not fully paid, 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.

*(signature page follows)*

**SELLER:**

Essman Family Partnership, L.P.

By: ESSMAN MANAGEMENT, LLC,  
ITS GENERAL PARTNER

By: JAMES H. ESSMAN  
MANAGING PARTNER  
Name: JAMES H. ESSMAN

Address: P.O. Box 302

Midland, TX 79702

Its: MANAGING PARTNER

Date: 04/24/2018

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

Date: \_\_\_\_\_

## EXHIBIT A

**COUNTY:** Williamson  
**PARCEL No.:** 1  
**HIGHWAY:** State Highway No. 29  
**LIMITS:** From: River Chase Boulevard  
To: Legend Oaks Drive  
**CSJ:** N/A

### PROPERTY DESCRIPTION FOR PARCEL 1

**DESCRIPTION OF A 0.261 ACRE (11,370 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE ISAAC DONAGAN SURVEY, ABSTRACT NUMBER 178, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 1, RESUBDIVISION OF LOTS 5 AND 6, BLOCK 1, WOOD RANCH SECTION FIVE, A SUBDIVISION RECORDED IN CABINET R, SLIDE 133 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAME BEING DOCUMENT NUMBER 199940997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 1 BEING IDENTIFIED AS TRACT II DESCRIBED IN DEED UNTO ESSMAN FAMILY PARTNERSHIP, L.P., IN DOCUMENT NUMBER 2012030983 O.P.R.W.C.T., THE SAID 0.261 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2 inch iron rod with a red plastic cap inscribed "PBS&J" found for an angle point in the east line of said Lot 1, and being in the west right-of-way line of D.B. Wood Road (a public roadway, 120' ROW at this point), from whence a 1/2 inch iron rod found for the northeast corner of said Lot 1 bears along the west ROW line of said D.B. Wood Road, North 20°55'55" West, a distance of 145.70 feet;

**THENCE**, South 34°23'14" West, along the west ROW line of said D.B. Wood Road, being the east line of said Lot 1, a distance of 57.33 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with the curving, existing north right-of-way line of Texas State Highway No. 29 (a public roadway, 100' ROW at this point), from whence, a 1/2 inch iron rod with a yellow plastic cap (damaged and unable to read) bears South 26°57'51" East, a distance of 0.97 feet;

**THENCE**, 611.17 feet with a curve to the right, having a radius of 5679.56 feet, a delta angle of 06°09'56", a chord Bearing and distance of North 88°42'53" West, 610.88 feet, along the existing north right-of-way line of said Texas State Highway No. 29, same being the south line of the said Lot 1, to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for point of compound curvature and intersection with the east right-of-way line of Wood Court (a public roadway, 60' ROW);

**THENCE**, 27.42 feet with a curve to the right, having a radius of 20.00 feet, a delta angle of  $78^{\circ}33'44''$ , and a chord Bearing and distance of North  $46^{\circ}21'03''$  West, 25.33 feet, leaving said north line of Texas State Highway No. 29, along the east line of said Wood Court, being the west line of said Lot 1, to a 5/8- inch iron rod with an aluminum TxDOT ROW cap set for intersection with the proposed, curving north right-of-way line of said Texas State Highway No. 29, located 66.00 feet radially left of station 120+63.54, from whence a 1/2 inch iron rod found for the end of said curved return bears North  $01^{\circ}45'$  East, a distance of 4.5 feet;\*\*

**THENCE**, leaving said east line of Wood Court, and going over, across and through the said Lot 1, along the proposed north right-of-way line of said Texas State Highway No. 29, the following two (2) courses and distances:

- 1) 612.08 feet with a curve to the left, having a radius of 5663.56 feet, a delta angle of  $06^{\circ}11'32''$ , and a chord Bearing and distance of South  $88^{\circ}31'47''$  East, 611.79 feet, to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for an angle point hereof;\*\*
- 2) North  $33^{\circ}47'50''$  East, a distance of 70.95 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for intersection with the said west right-of-way line of D.B. Wood Road;\*\*

**THENCE**, South  $20^{\circ}55'56''$  East, along said west line of D.B. Wood Road, being the east line of said Lot 1, a distance of 29.05 feet to the **POINT OF BEGINNING**, containing 0.261 acre (11,370 square feet) of land area, more or less.

\*\* The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II ROW Marker upon the completion of the highway construction project under the supervision of a RPLS, either employed or retained by TxDOT

This description is accompanied by a separate exhibit.

All Bearings are based on The City of George Town Control Network established in 1996, Texas Coordinate System of 1983 (1993 Adj.) HARN, Texas Central Zone. Combined Surface Adjustment factor 1.00009768. All coordinates are surface adjusted.

STATE OF TEXAS           §  
  **KNOW ALL BY THESE PRESENTS** §  
COUNTY OF TRAVIS       §

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS \_\_th DAY OF \_\_\_\_\_, 2017

**PRELIMINARY**, This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey.

---

LYNN R. SAVORY, R.P.L.S.  
STATE OF TEXAS NO. 4598

Unintech Consulting Engineers  
505 E. Huntland Drive, Suite 335  
Austin, Texas 78752

# ISAAC DONAGAN SURVEY ABSTRACT NUMBER 178

PARENT TRACT INSET  
N.I.S.



LOT 1  
W/OAD ID NO. R334185  
ESSMAR FAMILY  
PARTNERSHIP LP  
2.26 ACRES  
DCC. NO. 2012030863  
O.P.R.W.C.T.

RE-SUBDIVISION LOTS 5 & 6  
WOOD RANCH SECTION FIVE  
C&L R. SLIDE NO. 133  
P.R.W.C.T.

STA= 127424.79  
N= 10204709.12  
E= 3121669.260  
OFFSET= 123.67' LI

W/OAD ID NO. R334185  
ESSMAR FAMILY  
PARTNERSHIP LP  
2.26 ACRES  
DCC. NO. 2012030863  
O.P.R.W.C.T.

15' WATER LINE ESM7  
CHISHOLM BR48  
SUBDIVISION  
VOL. 95A, P.C. 483  
D.R.W.C.T.

LENGTH= 612.08'  
RADIUS= 3653.56'  
DELTA= 611.32"  
CHORD DIST.= 611.79'  
CHORD BEARING= S88°31'47"

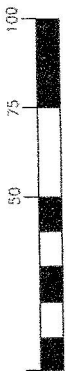
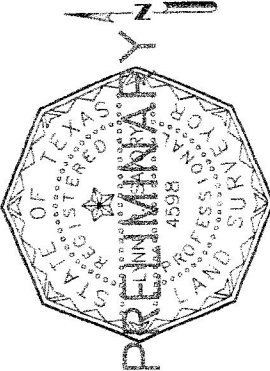
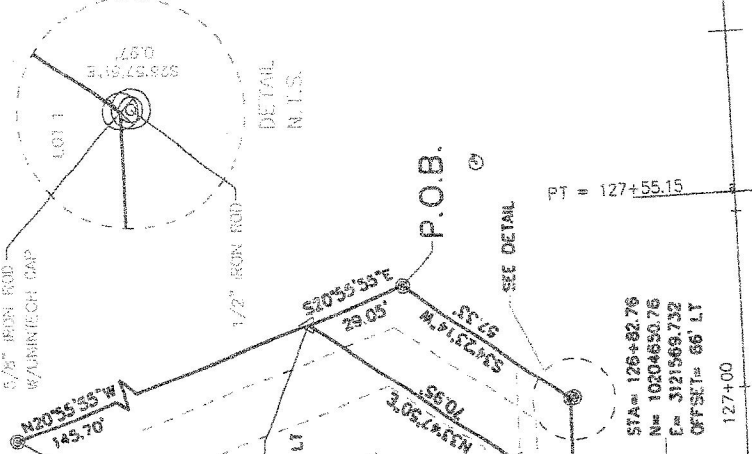
15' P.O.B. C.T.M.S.C.  
VOL. 89A, PG. 109  
D.R.W.C.T.

PROPOSED R.O.W. 25' R.S.L.  
PARCEL 1 0.261 ACRES 11,370 SQ. FT.  
EXISTING R.O.W.  
TEXAS STATE HIGHWAY NO. 29  
(100' R.O.W.)

LENGTH= 611.17'  
RADIUS= 5679.55'  
DELTA= 6°09'56"  
CHORD DIST.= 610.88'  
CHORD BEARING= N68°42'53"W

STA= 126+82.76  
N= 10204650.76  
E= 3121569.732  
OFFSET= 66' LI

PT = 127+55.15



## SKETCH TO ACCOMPANY FIELD NOTES

PAGE 4 OF 3 PAGES

BASIS OF BEARING  
ALL BEARINGS ARE BASED ON THE CITY OF  
GEORGETOWN CENTRAL NETWORK ESTABLISHED  
IN 1996, TEXAS COORDINATE SYSTEM OF 1983  
(1993 ADJ. HARN; CENTRAL ZONE; COMBINED)  
SURFACE ADJUSTMENT FACTOR 1.00009768. ALL  
COORDINATES ARE SURFACE ADJUSTED.

ACT NO.	CSI NO.
DIST: AUSTIN	COUNTY: WILLIAMSON
APPARENT: AC 2.26	HTW: S.H. 29
TAKING: AC 0.261	
REMAINDER: AC 1.999	

**UNITECH CONSULTING ENGINEERS, INC.**  
10111 RICHMOND AVE. SUITE 100  
 AUSTIN, TEXAS 78751  
 FAX: (512) 551-8874 UNITECHCONS.COM

**TEXAS DEPARTMENT OF TRANSPORTATION**  
2016

**PARCEL 1**  
S.H. 29  
WILLIAMSON COUNTY  
TEXAS

PRMCT	PLAT RECORDS	WILLIAMSON COUNTY TX
APRPMCT	OFFICIAL PUBLIC RECORDS	WILLIAMSON COUNTY TX
DIRMCT	DEED RECORDS	WILLIAMSON COUNTY TX
NCAB	WILLIAMSON COUNTY APPRAISAL DISTRICT	
P.O.B.	POINT OF BEGINNING	
P.O.C.	POINT OF COMMENCEMENT	
	CONTROL POINT	

⊙	T-BIT TYPE 1 IRON NAIL
⊕	IRON PIPE FOUND
⊗	1/2" IRON ROD FOUND
⊗	5/8" IRON ROD W/AICE CAP
⊗	5/8" IRON ROD W/ALUMINUM T-BIT CAP
—	PROPERTY LINE
-X-	WIRE FENCE
—	PARCEL PROPERTY LINE
- - -	EASEMENT LINE
· · ·	SURVEY LINE

UNITECH CONSULTING ENGINEERS, INC. 2016

**ISAAC DONAGAN SURVEY  
ABSTRACT NUMBER 178**

LOT 1  
WAD ID NO. E554189  
ESMAN FAMILY  
PARTNERSHIP LP  
2.26 ACRES  
5000.00' 2000.00' 1000.00'  
O.P.R.W.C.T.

PARENT TRACT IDENT  
H.T.S.

RE-SUBDIVISION LOTS 5, 6 & 6  
WOOD RANCH SECTION FIVE  
C&M R. 318E 80.133  
P.R.W.C.E.

BLOCK 1

STA 120+63.56  
R= 10204666.57  
E= 3120958.135  
OFFSET 66' LT

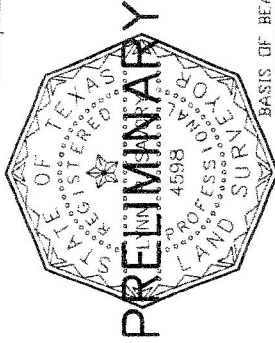
15' WATER LINE ESMAT  
CHICHOM TRAIL  
SUBDIVISION  
VOL. 954, PG. 483  
D.S.W.C.T.

LOT 1  
WAD ID NO. E554189  
ESMAN FAMILY  
PARTNERSHIP LP  
2.26 ACRES  
5000.00' 2000.00' 1000.00'  
O.P.R.W.C.T.

19' P.U.T. 7 T.W.S.C  
VOL. 844, PG. 369  
O.P.R.W.C.T.

15' WATER LINE ESMAT  
CHICHOM TRAIL  
SUBDIVISION  
VOL. 954, PG. 483  
D.S.W.C.T.

LENGTH= 611.17'  
RADIUS= 5679.56'  
DELTA= 6'09'56"  
CHORD DIST.= 610.88'  
CHORD BEARING= N88°42'53"W



**PRELIMINARY**

BASIS OF BEARING:  
ALL BEARINGS ARE BASED ON THE CITY OF  
GEORGETOWN CENTRAL NETWORK ESTABLISHED  
IN 1996, TEXAS COORDINATE SYSTEM OF 1983  
(1993 ADJ.) HARN CENTRAL ZONE, COMBINED  
SURFACE ADJUSTMENT FACTOR: 1.00009768. ALL  
COORDINATES ARE SURFACE ADJUSTED.  
DATE: 4-7-17

**SKETCH TO ACCOMPANY  
FIELD NOTES**

PAGE 5 OF 5 PAGES

UNITECH CONSULTING ENGINEERS, INC.  
5501 MIDLAND DRIVE, SUITE 305  
FARMERSVILLE, TEXAS 75444  
PHONE: 214-341-6141 WWW.UNITECH-INC.COM

ACCT. NO. CSJ NO. COUNTY: WILLIAMSON HWY: S.H. 29

APPARENT: AC. 2.26  
TAKING: AC. 0.261  
REMAINDER: AC. 1.999

TEXAS DEPARTMENT OF TRANSPORTATION  
© 2016

PARCEL 1  
S.H. 29  
WILLIAMSON COUNTY  
TEXAS

**LEGEND**

PRVCT	PLAT RECORDS	WILLIAMSON COUNTY TX.
OPRMT	OFFICIAL PUBLIC RECORDS	WILLIAMSON COUNTY TX.
DRVCT	DEED RECORDS	WILLIAMSON COUNTY TX.
WCAD	WILLIAMSON COUNTY TAX APPRAISAL DISTRICT	
P.B.B.	POINT OF BEGINNING	
P.B.C.	POINT OF COMMENCEMENT	
	CENTRAL POINT	
	PLAT RECORDS	WILLIAMSON COUNTY TX.
	OFFICIAL PUBLIC RECORDS	WILLIAMSON COUNTY TX.
	DEED RECORDS	WILLIAMSON COUNTY TX.
	WILLIAMSON COUNTY TAX APPRAISAL DISTRICT	
	POINT OF BEGINNING	
	POINT OF COMMENCEMENT	
	CENTRAL POINT	
	IRON PIPE FOLING	
	1/2" IRON ROD FOLING	
	5/8" IRON ROD W/ U.C. CAP	
	5/8" IRON ROD W/ ALUMINUM EXCIT CAP	
	PROPERTY LINE	
	WIRE FENCE	
	PARCEL PROPERTY LINE	
	EASEMENT LINE	
	SURVEY LINE	



LENGTH= 27.42'  
RADIUS= 20.00'  
DELTA= 78°33'44"  
CHORD DIST.= 25.13'  
CHORD BEARING= N46°21'03"

TEXAS STATE HIGHWAY NO. 29  
(100' R.O.W.)

PARCEL 1 0.261 ACRES 11,370 SQ. FT.

MATCHLINE "B"

PROPOSED R.O.W.

EXISTING R.O.W.

WOOD COURT  
(60' R.O.W.)

N01°45'25"E 4.47'

101°00'00"

101°00'00"

101°00'00"

101°00'00"

101°00'00"

101°00'00"

101°00'00"

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101°00'00"

101°00'00"

101°00'00"

101°00'00"

# EXHIBIT "B"

Parcel 1

## DEED

SH29/DB Wood 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 INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **ESSMAN FAMILY PARTNERSHIP, L.P.**, 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 0.261 acre (11,370 SF) of land in the Isaac Donagan Survey, Abstract No. 178, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1);

**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: 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 SH29/DB Wood.

**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.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 24<sup>th</sup> day of April, 2018.

**GRANTOR:**

**ESSMAN FAMILY PARTNERSHIP, L.P.**

BY: ESSMAN MANAGEMENT, L.L.C.  
ITS GENERAL PARTNER

By: James H. Essman  
MANAGING PARTNER

Name: JAMES H. ESSMAN

AS MANAGING PARTNER  
Its: ~~GENERAL PARTNER~~

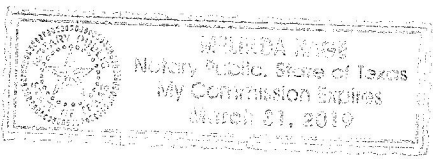
**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 24 day of April, 2018, by JAMES H. ESSMAN, in the capacity and for the purposes and consideration recited therein. MANAGING PARTNER OF ESSMAN MANAGEMENT, LLC, GENERAL PARTNER OF ESSMAN FAMILY PARTNERSHIP, L.P.



Melinda Hage  
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 Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**