

**REAL ESTATE CONTRACT**  
CR 200 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT (“Contract”) is made by ANDREW S. HUANG and MIN S. HUANG (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 tract of land comprising 1.361 acre (59,298 SF) in the Richard West Survey, Abstract No. 643, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 2**)

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 described in Exhibit “A”, compensation for any improvements on the Property, and any damage or cost of cure for the remaining property of Seller shall be the sum of EIGHTY-FOUR THOUSAND FIVE HUNDRED and 00/100 Dollars (\$84,500.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

### Special Provisions

2.03. As additional compensation for the purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct one asphalt (ACP) material driveway connection (the "replacement driveway") between the proposed County Road 200 roadway improvements and the remaining property of Seller. The replacement driveway will be constructed as part of the CR 200 Phase I construction project ("Project"), shall be constructed at approximately Sta. 108+25R of the proposed Project, shall include the installation of any drainage culvert as required by applicable design criteria, and otherwise according to the design and specifications as shown in Exhibit "B" attached hereto and incorporated herein unless alternatives are agreed to between Seller and Purchaser prior to the commencement of construction.

The parties agree that construction of the replacement driveway described above shall be in replacement of the existing driveway to the remaining property located at Sta. 106+73 of the proposed Project, and any such existing driveway structures may be abandoned and removed by Purchaser upon construction of the replacement driveway. Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

### **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 Austin Title Company on or before August 15, 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 "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.

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.

**SELLER:**

  
\_\_\_\_\_  
Andrew S. Huang

Address: 1733 Crane Ave  
Mountain View, CA 94040

Date: 7/26/2018

  
\_\_\_\_\_  
Min S. Huang

Address: 1733 Crane Ave  
Mountain View, CA 94040

Date: 7/26/2018

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

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

EXHIBIT **A**

County: Williamson County  
Roadway: CR. 200

**PROPERTY DESCRIPTION  
PARCEL 2**

BEING A 1.361 ACRE (59,298 SQUARE FEET) TRACT OF LAND SITUATED IN THE RICHARD WEST SURVEY, ABSTRACT 643 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF A CALLED 58.13 ACRE TRACT CONVEYED TO ANDREW S. HUANG AND MIN S. HUANG, HUSBAND AND WIFE, BY DEED RECORDED IN DOCUMENT NO. 2013086306 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.) AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod with plastic cap stamped "SURVTEX" set marking the southeast corner hereof, same being the southerly termination of the proposed easterly right-of-way (R.O.W.) line of Williamson County Road 200 (C.R. 200) and its intersection with the common line being a southerly line of said Huang tract and the northerly line of a tract deeded to the City of Austin by quitclaim deed described in Volume 1417, Page 282, of the Official Records of Williamson County, Texas (O.R.W.C.), wherein the Southern Pacific Transportation Company is described as the grantor of said quitclaim deed, from said ½" iron rod with plastic cap, a ½" iron rod found with "Forest" cap bears S 55°36'44" E, along said common line, a distance of 352.32 feet, for reference;

1. **THENCE** N 55°36'44" W, with said common line, 103.72' to a calculated point being the southwest corner hereof and of said Huang tract, same being the intersection of the north line of said City of Austin tract with the eastern margin of C.R. 200 (no recording information found), from which a ½" iron rod found with "Forest" cap bears S 15°02'44" E, a distance of 0.98', for reference;
2. **THENCE** N 15°02'44" W, with the common line being the eastern margin of said C.R. 200 and the west line of said Huang tract, a distance of 844.82' to a ½" iron rod found with "Forest" cap marking the northwest corner hereof, the northwest corner of said Huang tract, and the southwest corner of a called 0.6664 acre R.O.W. dedication recorded with the plat of Sundance Ranch in Cabinet O, Slide 55, of the Plat Records of Williamson County, Texas (P.R.W.C.), and in Document No. 9701704, O.R.W.C.;
3. **THENCE** N 81°26'40" E, with the common line being north line of said Huang tract and south line of said Sundance Ranch, at a distance of 20.13' passing a ½" iron rod found marking the common southerly corner of said R.O.W. dedication tract and Lot 57, of said Sundance Ranch, continuing for a distance of 47.57', being a total distance of 67.70' to a ½" iron rod with plastic cap stamped "SURVTEX" cap set at the intersection of said common line with the proposed easterly line of C.R. 200 and marking the northeast corner hereof, from which a calculated angle point in said common line bears N 81°26'40" E a distance of 1218.55', from which a ½" iron rod with cap stamped "Forest" bears N 08°33'20" W a distance of 0.25', for reference;

EXHIBIT **A**

County: Williamson County  
Roadway: CR. 200

4. **THENCE** S 15°03'26" E, across said Huang tract and with the proposed easterly line of C.R. 200, a distance of 915.96' to the **POINT OF BEGINNING** and containing 1.361 acres (59,298 square feet) of land, more or less.

The bearings shown hereon are based on: Texas State Plane, Central Zone, NAD 83 (2011). Distances are surface values, scaled using a project Surface Adjustment Factor of 1.00015. (Surface = Plane x 1.00015).

The square footage calculated and shown herein is based on a computed closure of this parcel(s) and is included for informational purposes only.

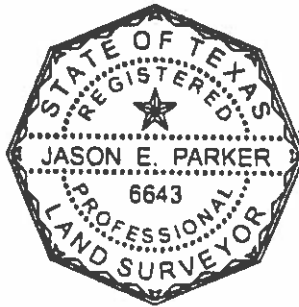
This property description is accompanied by a separate plat of even date.

THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON    §

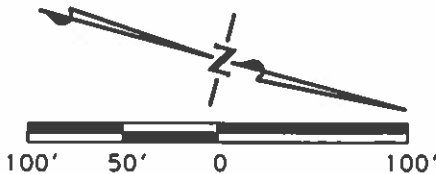
That I, Jason E. Parker, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Cedar Park, Williamson County, Texas this the 25<sup>th</sup> day of Oct., 2017, A.D.

SURVTEX LLC  
600 W. Whitestone Blvd  
Cedar Park, Texas 78613  
(512) 249-8875  
TBPLS Firm #10084600



*Jason E. Parker*  
\_\_\_\_\_  
Jason E. Parker  
Registered Professional Land Surveyor  
No. 6643 – State of Texas



CITY OF LIBERTY HILL  
 (22.8670 ACRES)  
 DOC. 2004038173  
 O.P.R.W.C.

**C.R. 200**  
 NO RECORDING  
 INFORMATION FOUND

EXISTING R.O.W.

PROPOSED R.O.W.

JOHN D. AUSTIN  
 CALLED 1.99 ACRES  
 VOL. 665, PG. 340  
 D.R.W.C.

N 55° 36' 44" W  
 103.72'

S 15° 02' 44" E  
 0.98'

(N 13° 48' 25" W - 845.87')  
 N 15° 02' 44" W - 844.82'

EXISTING R.O.W.

② 1.361 ACRE  
 59298 SQ. FT.

PROPOSED R.O.W.

P.O.B.

ANDREW S. HUANG AND MIN S. HUANG,  
 HUSBAND AND WIFE  
 CALLED - 58.13 ACRES  
 DOC. 2013086306, O.P.R.W.C.

**RICHARD WEST SURVEY  
 ABSTRACT NO. 643**

(FORMERLY SOUTHERN PACIFIC TRANSPORTATION COMPANY)  
 REFERRED TO AS T. & N.O. RAILROAD, AND NOW OPERATED  
 BY CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY  
 VOL. 1417, PG. 282, O.R.W.C.  
 S 55° 36' 44" E - 456.04'  
 S 54° 28' 03" E - 455.25'

MATCH LINE PG. 4 OF 4

**NOTES:**

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. RECORD INFORMATION ON THIS SKETCH IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. THE BEARINGS SHOWN HEREON ARE: TEXAS STATE PLANE, CENTRAL ZONE, NAD 83 (2011). DISTANCES ARE SURFACE VALUES, SCALED USING A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00015. (SURFACE = PLANE X 1.00015).
3. IMPROVEMENTS SHOWN ARE FROM ON THE GROUND MAPPING PERFORMED IN 2015.
4. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF THIS PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.
5. PROPERTY DESCRIPTION WITH SAME DATE WAS PREPARED WITH THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10.25.17

DATE

JASON E. PARKER  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 6643, STATE OF TEXAS

**LEGEND**

(UNLESS OTHERWISE NOTED)

- TxDOT TYPE I MONUMENT FOUND
- 1/2" IRON ROD SET WITH "SURVTEX" CAP
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ( ) RECORD INFORMATION
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.O.R. POINT OF REFERENCE

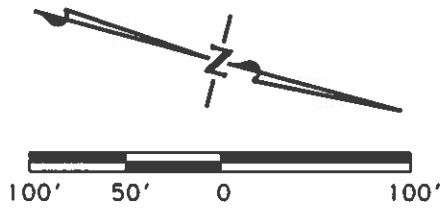


PARCEL 2  
 ACRES: 1.361  
 HIGHWAY: C.R. 200  
 ROW CSJ:  
 COUNTY: WILLIAMSON  
 SCALE: 1" = 100'  
 SHEET 3 OF 4

**SURVTEX** LLC  
 PROFESSIONAL SURVEYING AND MAPPING SERVICES

600 W. WHITESTONE BLVD.  
 CEDAR PARK, TEXAS 78613  
 PHONE: (512) 249-8875  
 FAX (512) 249-5040  
 TBPLS FIRM NO. 10084600

FILE: P02-1. dgn



CITY OF LIBERTY HILL  
 (22.8670 ACRES)  
 DOC. 2004038173  
 O.P.R.W.C.

MATCH LINE PG. 3 OF 4

**C.R. 200**

**NO RECORDING  
 INFORMATION FOUND**

ROW DEDICATION  
 (0.6664 ACRES)

DOC. NO. 9701704, O.R.W.C.  
 CAB. O, SLD. 55, P.R.W.C.

(N 13° 48' 25" W -- 845.87')

N 15° 02' 44" W - 844.82'

EXISTING R.O.W.

"FOREST"

20.13'  
 47.57'  
 N 81° 26' 40" E  
 67.70'

PROPOSED R.O.W.

S 15° 03' 26" E - 915.96'

2

1.361 ACRE  
 59298 SQ. FT.

ANDREW S. HUANG AND MIN S. HUANG,  
 HUSBAND AND WIFE  
 CALLED - 58.13 ACRES  
 DOC. 2013086306, O.P.R.W.C.

RICHARD WEST SURVEY  
 ABSTRACT NO. 643

LOT 57

1218.55'  
 N 81° 26' 40" E - 1286.25'  
 (N 82° 40' 37" E - 1286.70')

SUNDANCE RANCH  
 DOC. 9701704 O.R.W.C.  
 CAB. O, SLD. 55, P.R.W.C.

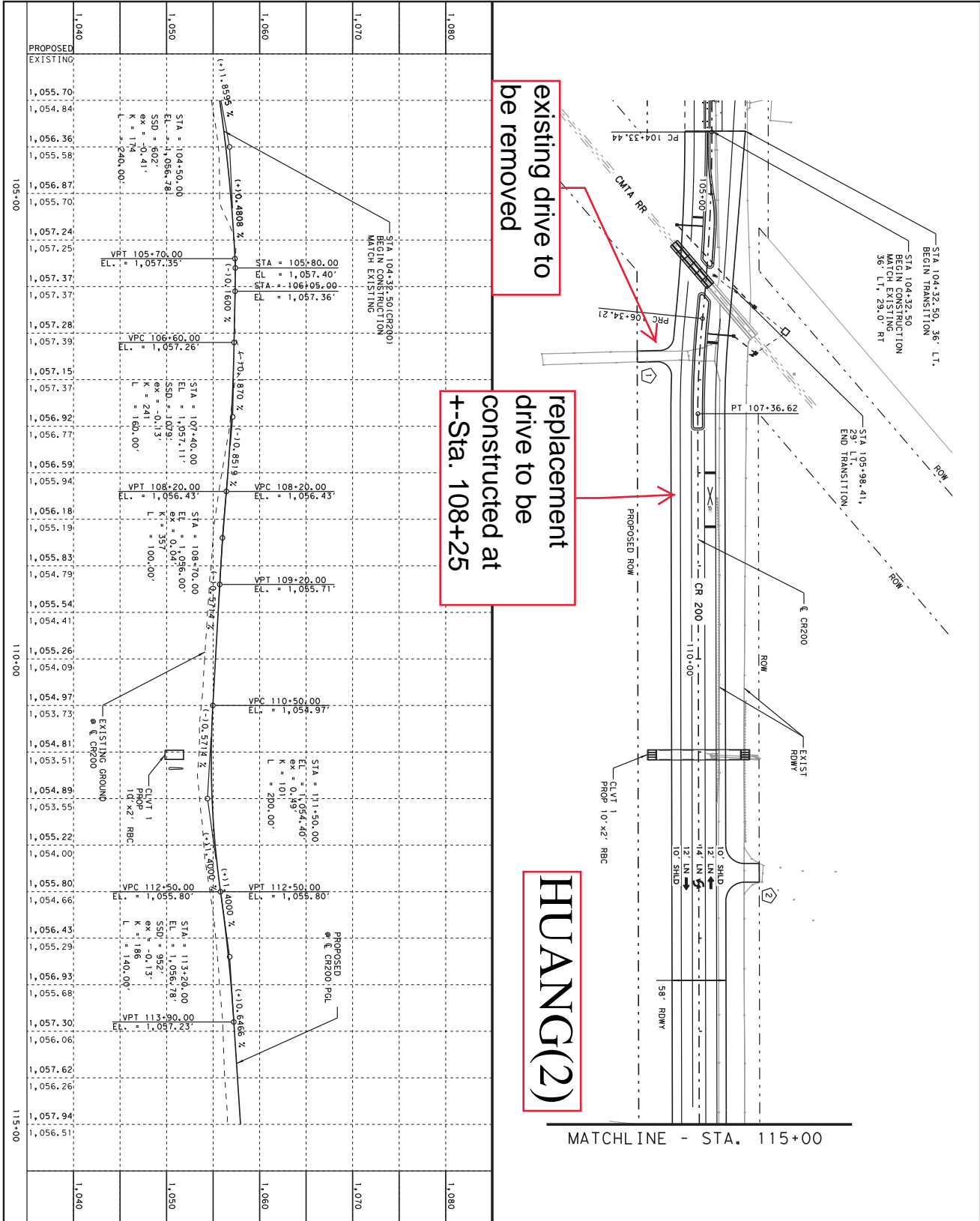
"FOREST"

N 08° 33' 20" W  
 0.25'

PARCEL 2  
 ACRES: 1.361  
 HIGHWAY: C.R. 200  
 ROW CSJ:  
 COUNTY: WILLIAMSON  
 SCALE: 1" = 100'  
 SHEET 4 OF 4

# EXHIBIT "B" (Page 1 of 2)

PLTDRV56  
 9/11/57 AM  
 4/27/2017  
 C:\Users\Projects\CR 200\WA-4-CR201-B\5\SHEETS\Roadway\WA4-PP+01.dgn

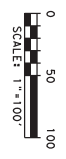


existing drive to be removed

replacement drive to be constructed at +Sta. 108+25

**HUANG(2)**

MATCHLINE - STA. 115+00



**LEGEND:**  
 DRIVEWAY NUMBER  
 DIRECTION OF TRAFFIC

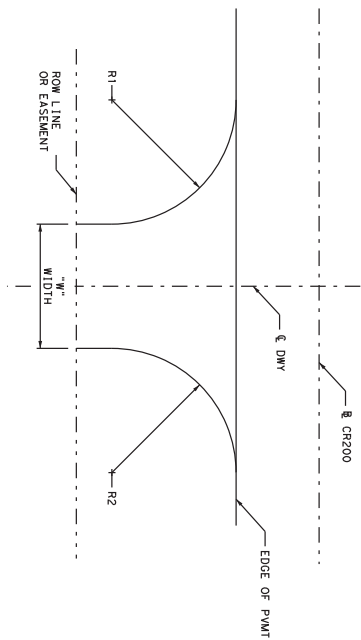
- NOTES:**
1. SEE DETAIL SHEETS FOR DETAILS.
  2. SEE DRIVEWAY SUMMARY SHEET FOR DETAILS.
  3. SEE EXHIBIT "A" FOR DETAILS OF IMPROVEMENTS IN CMTA ROW.

**INTERIM REVIEW**  
 THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF Daniel A. Rogers, PE 88134 ON 4/21/2017  
 IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

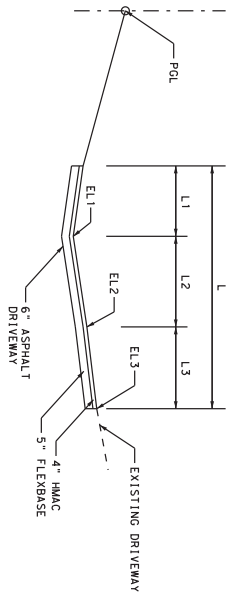
SHEET 1 OF 5	SHEET # 55		FROM CMTA R.F. TO CR 201 PLAN AND PROFILE STA 104+32.50 TO STA 115+00.00		
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# EXHIBIT "B" (Page 2 of 2)

4PL TORV56  
 9:08:38 AM  
 4/27/2017  
 C:\data\Projects\CR 200\WA-4\CR201-B\5\SHEETS\Driveways\WA4-DWY+01.dgn



TYPICAL ASPHALT DRIVEWAY PLAN  
 CR 200



TYPICAL ASPHALT DRIVEWAY PROFILE

Driveway 1 to be constructed at +-Sta. 108+25R to replace existing

SUMMARY OF DRIVEWAY DETAILS

P&P SHEET NO	DRIVEWAY ID	CL. STATION	RILT	R1 (FT)	STA	OFF (FT)	R2 (FT)	STA	OFF (FT)	W (FT)	L (FT)	RDWY GRADE (%)	EGP ELEV (FT)	L1 (FT)	EL1 GRADE1 (%)	L2 (FT)	EL2 GRADE2 (%)	L3 (FT)	ELEV 3 (FT)	GRADE3 (%)	APSH (SY)	
1	DWY 1	112+29.77	RT	15	109+56.98	44	15	109+56.98	44	12.00	43.0	2.0	1096.65	10.0	1096.00	33.0	1099.41	8.5			62	
2	DWY 1	121+89.43	LT	20	112+59.90	49	20	111+59.00	49	20.00	36.0	2.0	1094.96	20.0	1094.78	26.0	1095.26	1.9			99	
3	DWY 1	124+21.15	LT	25	122+24.43	49	25	121+54.43	49	20.00	36.0	2.0	1099.46	20.0	1099.46	33.0	1098.93	10.8			139	
4	DWY 3	142+42.24	RT	10	142+56.12	36	10	142+56.12	36	15.00	30.0	2.0	1105.46	10.0	1105.92	23.0	1106.94	6.0	15.00	1063.81	0.8	129
5	DWY 7	150+72.96	RT	20	150+48.25	49	20	150+48.25	49	10.00	30.0	2.0	1109.46	30.0	1109.99	7.2					51	

**INTERIM REVIEW**  
 THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DANIEL A. ROGERS, PE 88194 ON 4/27/17.  
 IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

WILLIAMSON COUNTY PRECINCT #2  
 O'BRIEN Engineering Services  
 TERRY FIRN # 14660

ROGERS DESIGN SERVICES  
 FIRM # 9994

FROM CR 200 TO CR 201  
 CMTA R.F. TO CR 201  
 DRIVEWAY DETAILS  
 SHEET 1 OF 1  
 SHEET #

# EXHIBIT "C"

Parcel 2

## DEED

County Road 200 Road 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 MEN BY THESE PRESENTS:**

That ANDREW S. HUANG and MIN S. HUANG, 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 1.361 acre (59,298 Sq. Ft.) tract of land in the Richard West Survey, Abstract No. 643, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**)

**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: barbed wire fencing on wood and metal posts.

Such improvements shall be removed from the premises hereby conveyed by the Grantor at their own expense on or before the expiration of forty-five (45) days following the date this Deed is recorded in the Official Records of Williamson County, subject, however, to such extensions of time as may be granted by the Grantee in writing, but in the event Grantor fails for any reason to remove said improvements within the time herein provided for, title to that portion of said improvements located upon the premises hereby conveyed shall immediately vest in the Grantee and be subject to removal at any time.

**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 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 CR 200.

**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 \_\_\_\_ day of \_\_\_\_\_, 2018.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Andrew S. Huang

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Andrew S. Huang in the capacity and for the purposes and consideration recited therein.

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

**GRANTOR:**

\_\_\_\_\_  
Min S. Huang

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Min S. Huang in the capacity and for the purposes and consideration recited therein.

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

**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:**