

REAL ESTATE CONTRACT
SH 29 @ DB Wood Rd. – Parcel 6

THIS REAL ESTATE CONTRACT (“Contract”) is made by **CHURCH OF CHRIST GEORGETOWN, TEXAS, INC., a Texas corporation** (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 0.580 acre (25,250 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 6**);

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 TWO HUNDRED EIGHTY THOUSAND and 00/100 Dollars (\$280,000.00).

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 November 21, 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 pages follow)

SELLER:

CHURCH OF CHRIST OF GEORGETOWN, TEXAS, INC.

Address: 889 Hedgewood Dr

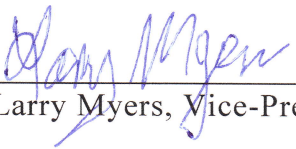
By: Bill Powell
Bill Powell, President

Georgetown TX

SELLER:

CHURCH OF CHRIST OF GEORGETOWN, TEXAS, INC.

Address: 3010 ADDIE LAWE

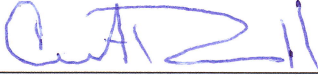
By: 
Larry Myers, Vice-President

GEORGETOWN, TX 78628

SELLER:

CHURCH OF CHRIST OF GEORGETOWN, TEXAS, INC.

Address: 1321 Eagle Pt. Dr.

By: 
Greg Dowell, Treasurer

Georgetown, TX 78628

SELLER:

CHURCH OF CHRIST OF GEORGETOWN, TEXAS, INC.

Address: 231 Christine Lane

By: Mark Babcock
Mark Babcock, Secretary

Liberty Hill, TX 78642

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.: 6
HIGHWAY: State Highway No. 29
LIMITS: From: River Chase Boulevard
To: Legend Oaks Drive
CSJ: 0337-01-043

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.580 ACRE (25,250 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, GEORGETOWN CHURCH OF CHRIST, A SUBDIVISION RECORDED IN CABINET M, SLIDE 186 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAME BEING DOCUMENT NUMBER 9550752 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID LOT 1 BEING THE REMAINING PORTION OF THAT TRACT IDENTIFIED AS 35.40 ACRES DESCRIBED IN DEED UNTO J.D. THOMAS, JR., ERNEST COVEY, JACK HOWELL, ALTON LAIRD AND LARRY YOUNG, ELDERS OF THE CHURCH OF CHRIST OF GEORGETOWN, TEXAS, AND THEIR SUCCESSORS IN OFFICE, FOUND RECORDED IN VOLUME 1971, PAGE 858 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), THE SAID 0.580 ACRE (25,250 Sq. Ft.) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the existing, curving, south Right-of-Way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW), for the northwest corner of said Lot 1, Georgetown Church of Christ, same being the northeast corner of Lot 3, Block A, of the Amended Plat of Lots 1 Thru 4, 13 Thru 15, and 29 Thru 31 Of Legend Oaks, a subdivision recorded in Cabinet K, Slide 54 P.R.W.C.T.;

THENCE, along the existing south Right-of-Way line of said Texas State Highway No. 29, same being the north line of said Lot 1, Georgetown Church of Christ, the following two (2) courses and distances:

- 1) 800.19 feet with a curve to the left, having a radius of 5779.56 feet, a delta angle of 07°55'58", a chord bearing and distance of South 88°23'00" East, 799.55 feet, to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set at the end of said curve;

- 2) North $87^{\circ}39'01''$ East, a distance of 29.10 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with the west Right-of-Way line of D.B. Wood Road (a public roadway, 120' ROW at this point), being the northeast corner of the remainder of said Lot 1, and the northwest corner of a 60' wide Public Roadway and Utility Easement shown on said Plat for Georgetown Church of Christ;

THENCE, South $20^{\circ}54'32''$ East, leaving the existing south line of said Texas State Highway No. 29, going along the west Right-of-Way line of said D.B. Wood Road, a distance of 79.27 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for intersection with the Proposed south Right-of-Way line of Texas State Highway No. 29, located 125.14 feet right of station 128+08.6 of the Texas State Highway No. 29 Improvements Project centerline; N=10204464.49 E=3121703.37; from whence, a 1/2 inch iron rod with an aluminum cap inscribed "Diamond Surveying", found for the southwest corner of said 60' wide Public Roadway and Utility Easement, being the southeast corner of the said remainder of Lot 1, bears South $20^{\circ}54'32''$ East, a distance of 918.41 feet;**

THENCE, leaving the west ROW line of said D.B. Wood Road, crossing said Lot 1, Georgetown Church of Christ, along said Proposed south ROW line of Texas State Highway No. 29, the following two (2) courses and distances:

- 1) North $56^{\circ}11'41''$ West, a distance of 78.23 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for an angle point hereof;**
- 2) 788.55 feet with a curve to the left, having a radius of 5808.56 feet, a delta angle of $07^{\circ}46'42''$, a chord bearing and distance of North $88^{\circ}22'24''$ West, 787.95 feet to a 5/8 inch iron rod with an aluminum TxDOT ROW cap set for intersection with said west line of Lot 1, Georgetown Church of Christ, being the said east line of said Lot 3, Block A, of the Amended Plat of Lots 1 Thru 4, 13 Thru 15, and 29 Thru 31 Of Legend Oaks, and located 79.12 feet right of station 119+67.77 of the Texas State Highway No. 29 Improvements Project centerline; N=10204530.38 E=3120850.74;**

THENCE, North $07^{\circ}38'44''$ West, leaving the said Proposed south ROW line of Texas State Highway No. 29, along the common line between said Lot 1, Georgetown Church of Christ and Lot 3, Block A, a distance of 29.79 feet to the **POINT OF BEGINNING**, containing 0.580 acre (25,250 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.

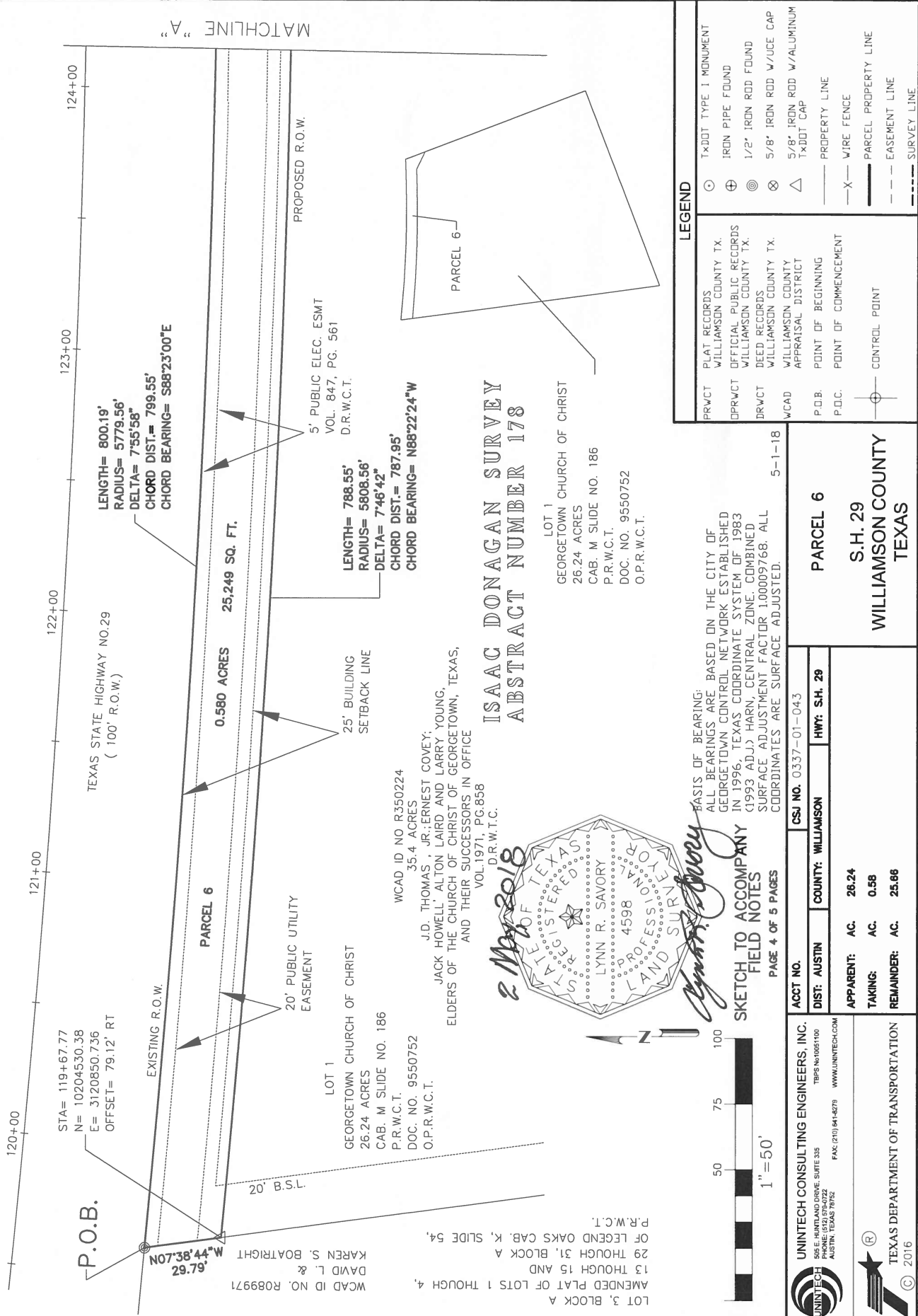
WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 2nd DAY OF May, 2018



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



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



STA= 119+67.77
 N= 10204530.38
 E= 3120850.736
 OFFSET= 79.12' RT

P.O.B.
 67.96'
 N07°38'44\"/>

WCAD ID NO. R089971
 DAVID L. &
 KAREN S. BOATRIGHT

LOT 1
 GEORGETOWN CHURCH OF CHRIST
 26.24 ACRES
 CAB. M SLIDE NO. 186
 P.R.W.C.T.
 DOC. NO. 9550752
 O.P.R.W.C.T.

LOT 3, BLOCK A
 AMENDED PLAT OF LOTS 1 THOUGH 4,
 13 THOUGH 15 AND
 29 THOUGH 31, BLOCK A
 OF LEGEND OAKS CAB, K, SLIDE 54,
 P.R.W.C.T.

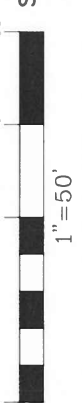
J.D. THOMAS, JR.; ERNEST COVEY;
 JACK HOWELL, ALTON LAIRD AND LARRY YOUNG,
 ELDERS OF THE CHURCH OF CHRIST OF GEORGETOWN, TEXAS,
 AND THEIR SUCCESSORS, IN OFFICE
 VOL. 1971, PG. 858
 D.R.W.T.C.

**ISAAC DONAGAN SURVEY
 ABSTRACT NUMBER 178**

LOT 1
 GEORGETOWN CHURCH OF CHRIST
 26.24 ACRES
 CAB. M SLIDE NO. 186
 P.R.W.C.T.
 DOC. NO. 9550752
 O.P.R.W.C.T.



BASIS OF BEARING:
 ALL BEARINGS ARE BASED ON THE CITY OF
 GEORGETOWN CONTROL 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.



LEGEND

PRWCT	PLAT RECORDS	⊙	TADDOT TYPE 1 MONUMENT
DPRWCT	WILLIAMSON COUNTY TX. OFFICIAL PUBLIC RECORDS	⊕	IRON PIPE FOUND
DRWCT	WILLIAMSON COUNTY TX. DEED RECORDS	⊗	1/2" IRON ROD FOUND
WCAD	WILLIAMSON COUNTY TX. APPRAISAL DISTRICT	⊘	5/8" IRON ROD W/ UCE CAP
P.O.B.	POINT OF BEGINNING	△	TADDOT CAP
P.O.C.	POINT OF COMMENCEMENT	—	PROPERTY LINE
⊕	CONTROL POINT	-X-	WIRE FENCE
		---	PARCEL PROPERTY LINE
		- - -	EASEMENT LINE
		---	SURVEY LINE

UNINTECH CONSULTING ENGINEERS, INC.
 505 E. HUNTLAND DRIVE, SUITE 505
 AUSTIN, TEXAS 78752
 PHONE: (512) 578-0722
 FAX: (214) 941-4278
 WWW.UNINTECH.COM

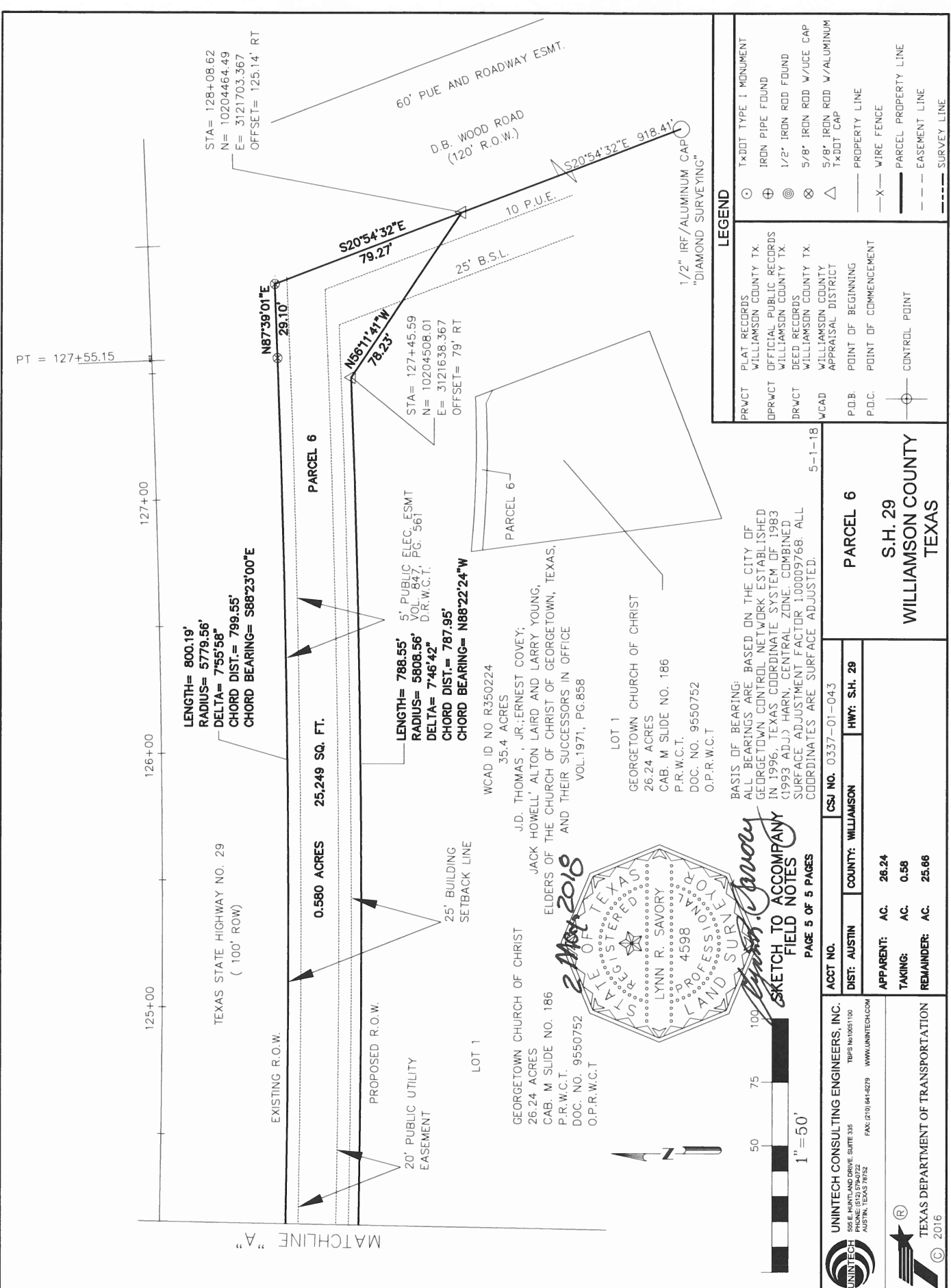
CSJ NO. 0337-01-043
 COUNTY: WILLIAMSON
 HWY: S.H. 29

APPEARANT: AC. 26.24
 TAKING: AC. 0.58
 REMAINDER: AC. 25.66

ACT NO. DIST: AUSTIN COUNTY: WILLIAMSON
 PARCEL 6
 S.H. 29
 WILLIAMSON COUNTY TEXAS

UNINTECH
 TEXAS DEPARTMENT OF TRANSPORTATION
 © 2016

MATCHLINE "A"



LENGTH= 800.19'
 RADIUS= 5779.56'
 DELTA= 755°58"
 CHORD DIST.= 799.55'
 CHORD BEARING= S88°23'00"E

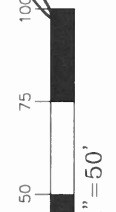
LENGTH= 788.55'
 RADIUS= 5808.56'
 DELTA= 7°46'42"
 CHORD DIST.= 787.95'
 CHORD BEARING= N88°22'24"W

5' PUBLIC ELEC. ESMT
 VOL. 847, PG. 561
 D.R.W.C.T.

WCAD ID NO R350224
 35.4 ACRES
 J.D. THOMAS, JR.; ERNEST COVEY;
 JACK HOWELL, ALTON LAIRD AND LARRY YOUNG,
 ELDERS OF THE CHURCH OF CHRIST OF GEORGETOWN, TEXAS,
 AND THEIR SUCCESSORS IN OFFICE
 VOL. 1971, PG. 858
 O.P.R.W.C.T.



21 May 2018
 SKETCH TO ACCOMPANY
 FIELD NOTES
 PAGE 5 OF 5 PAGES



LEGEND

PRVCT	PLAT RECORDS	⊖	TxDOT TYPE I MONUMENT
OPRWT	WILLIAMSON COUNTY TX. OFFICIAL PUBLIC RECORDS	⊕	IRON PIPE FOUND
DRWCT	WILLIAMSON COUNTY TX. DEED RECORDS	⊙	1/2" IRON ROD FOUND
WCAD	WILLIAMSON COUNTY APPRAISAL DISTRICT	⊗	5/8" IRON ROD W/AUCE CAP
P.O.B.	POINT OF BEGINNING	△	5/8" IRON ROD W/ALUMINUM TxDOT CAP
P.O.C.	POINT OF COMMENCEMENT	—	PROPERTY LINE
	CONTROL POINT	-X-	WIRE FENCE
		---	PARCEL PROPERTY LINE
		---	EASEMENT LINE
		---	SURVEY LINE

PARCEL 6
 S.H. 29
 WILLIAMSON COUNTY
 TEXAS

ACCT NO.	CSJ NO. 0337-01-043
DIST: AUSTIN	COUNTY: WILLIAMSON
APPARENT: AC. 28.24	HWY: S.H. 29
TAKING: AC. 0.58	
REMAINDER: AC. 25.66	

UNITECH CONSULTING ENGINEERS, INC.
 505 E. HUNTLAND DRIVE, SUITE 335
 PHONE: (512) 579-0722
 AUSTIN, TEXAS 78745
 FAX: (214) 541-5279
 WWW.UNITECH.COM

TEXAS DEPARTMENT OF TRANSPORTATION
 © 2016

EXHIBIT "B"

Parcel 6

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 **CHURCH OF CHRIST OF GEORGETOWN, TEXAS, INC., a Texas corporation,** 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 0.580 acre (25,250 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 6**);

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 ____ day of _____, 2018.

[signature pages follow]

