

REAL ESTATE CONTRACT

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FIDEL G. LOZA** (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 2.364 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County, Texas, and being all of the called 2.362 acre tract of land (Tract 1) conveyed to Fidel G. Loza, recorded in Document No. 2016039911 of the Official Public Records of Williamson County, Texas; said 2.364 acre tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

Access Easement being a 30 foot wide strip of land, out of the Henry Field Survey, Abstract No. 233, Williamson County, Texas; said 30 foot strip being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein.

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 Exhibits "A-B" 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 shall be the sum of THREE HUNDRED FORTY-FIVE THOUSAND and 00/100 Dollars (\$345,000.00).

Payment of Purchase Price

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

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**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

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 Independence Title Company on or before July 31, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, 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-B", 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.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, 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, but shall otherwise be the obligation of the Seller to satisfy. 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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:

Fidel M. Loza
Fidel Loza

Address: 929 Stubbins Ln.
Liberty Hill TX 78642

Date: 06-29-21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: LOZA – TRACT 1
Tax ID: R523048

METES AND BOUNDS DESCRIPTION FOR PARCEL LOZA

FOR A 2.364 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 2.362 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO FIDEL G. LOZA, RECORDED IN DOCUMENT NO. 2016039911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.364 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found (Surface Coordinates: N=10210899.82, E=3055668.31) monumenting the southwest corner of said 2.362 acre Loza tract and the northwest corner of the called 13.929 acre tract of land (Tract I) conveyed to Murray K. Choate and Pamela R. Choate, recorded in Document No. 2016107912 of the Official Public Records of Williamson County, Texas, same being on the east boundary line of the called 1011.979 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2008070649 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 21°29'53" W** with the west boundary line of said 2.362 acre Loza tract and the west boundary line of said 1011.979 acre Williamson County, Texas tract for a distance of **124.34 feet** to an iron rod found with cap marked "RPLS 5784" monumenting the northwest corner of said 2.362 acre Loza tract and the southwest corner of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof, from which a 1/2" iron rod found, bears N 18°31'11" E for a distance of 0.49 feet;

THENCE, **N 44°28'53" E** with the north boundary line of said 2.362 acre Loza tract and the south boundary line of said 1.828 acre Williamson County, Texas tract for a distance of **414.81 feet** to an iron rod found with cap marked "RPLS 5784" monumenting the northeast corner of said 2.362 acre Loza tract and the southeast corner of said 1.828 acre Williamson County, Texas, tract, same being on the west boundary line of the called 54.068 acre tract of land (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, for the northeast corner hereof, from which a 60D nail found bears N 42°30'14" E for a distance of 0.74 feet;


County: Williamson
Parcel No.: LOZA – TRACT 1
Tax ID: R523048

THENCE, **S 34°59'12" E** with the east boundary line of said 2.362 acre Loza tract and said west boundary line of the 54.068 acre Harlow tract for a distance of **363.63 feet** to a 1/2" iron rod found monumenting the southeast corner of said 2.362 acre Loza tract and the southwest corner of said 54.068 acre Harlow tract, same being on the north boundary line of said 13.929 acre Choate tract, for the southeast corner hereof, from which a 1/2" iron pipe found monumenting the northeast corner of said 13.929 acre Choate tract and an angle point on the south boundary line of said 54.068 acre Harlow tract, bears N 76°22'47" E for a distance of 106.35 feet;

THENCE, **S 75°55'28" W** with the south boundary line of said 2.362 acre Loza tract and said north boundary line of the 13.929 acre Choate tract for a distance of **467.62 feet** to the **POINT OF BEGINNING** and containing 2.364 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A survey drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900



NOVEMBER 16, 2020

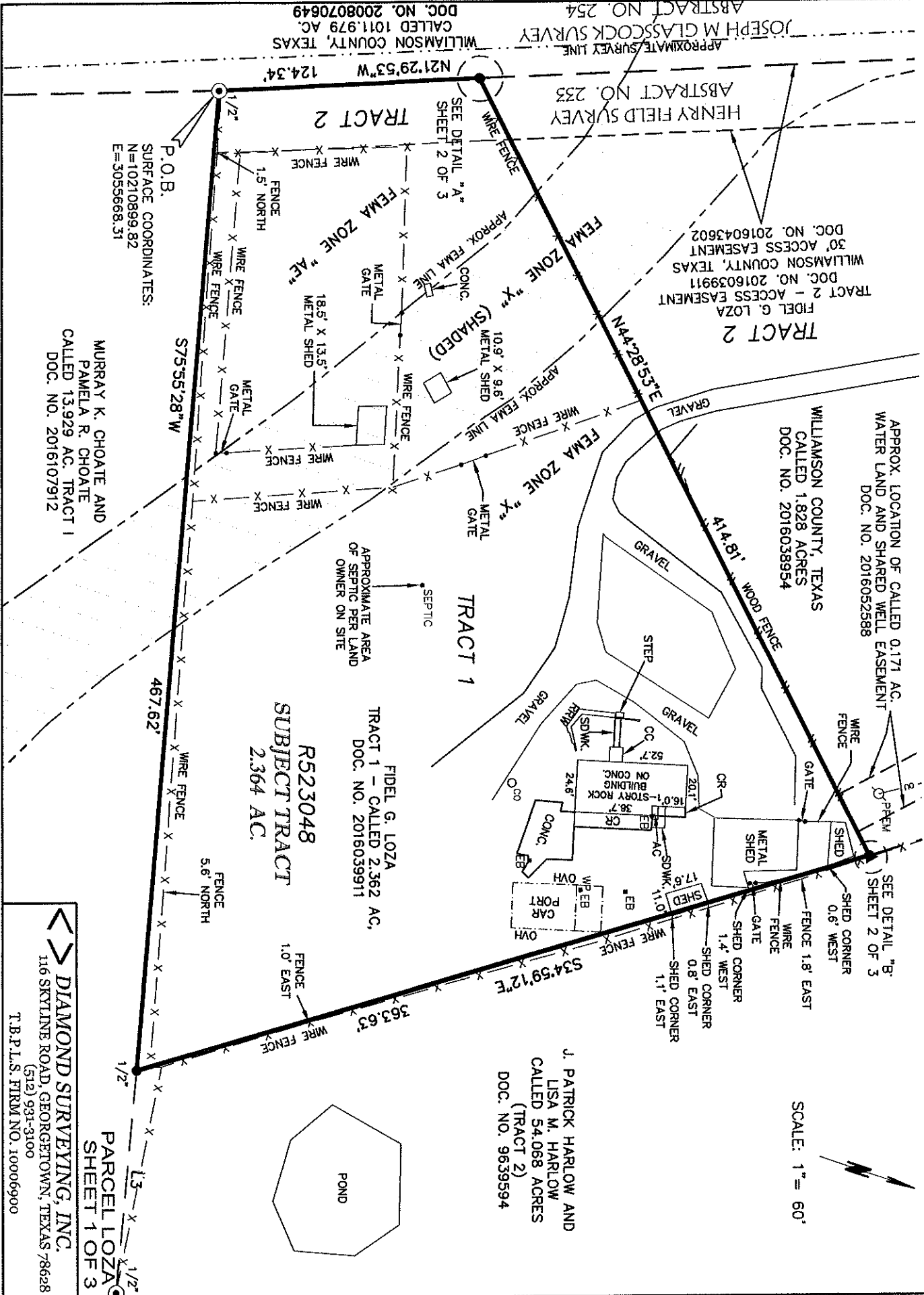
SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\ 2020 Liberty Hill SH 29 Bypass WA#1\ PARCELS FINAL LTS SURVEYS\PARCEL LOZA LTS\11-16-2020_LOZA TRACT - LAND TITLE SURVEY m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.364 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 2.362 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO FIDEL G. LOZA, RECORDED IN DOCUMENT NO. 2016039911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 929 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



SCALE: 1" = 60'

J. PATRICK HARLOW AND
LISA M. HARLOW
CALLED 54.068 ACRES
(TRACT 2)
DOC. NO. 9639594

FIDEL G. LOZA
TRACT 1 - CALLED 2.362 AC,
DOC. NO. 2016039911
R523048
SUBJECT TRACT
2.364 AC.

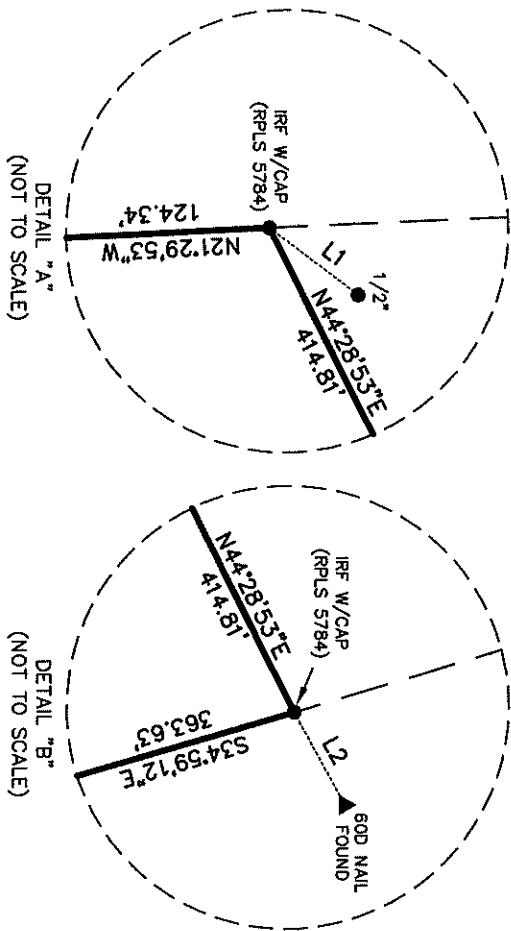
P.O.B.
SURFACE COORDINATES:
N=10210899.82
E=3055668.31

MURRAY K. CHOATE AND
PAMELA R. CHOATE
CALLED 13.929 AC, TRACT 1
DOC. NO. 2016107912

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

PARCEL LOZA
SHEET 1 OF 3

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.364 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 2.362 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO FIDEL G. LOZA, RECORDED IN DOCUMENT NO. 2016039911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 929 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



LINE TABLE	
LINE	BEARING
L1	N18°31'11"E
L2	N42°30'14"E
L3	N76°22'47"E

LEGEND

- IRON ROD FOUND
- IRON PIPE FOUND
- ▲ NAIL FOUND
- WP WOOD POST
- EB ELECTRIC BOX
- ^{PP} POWER POLE WITH ELECTRIC METER
- ^{CO} CLEAN OUT
- SEPTIC SEPTIC AREA
- X — X — X — WIRE FENCE
- — — — — OVERHEAD UTILITY LINE
- // — // — WOOD FENCE
- - - - - APPROXIMATE SURVEY LINE
- CC COVERED CONCRETE
- CR COVERED ROCK AND CONCRETE WALKWAY
- RRW ROCK RETAINING WALL
- AC AIR CONDITIONER/NO PAD
- OVH OVERHANG
- SDWK. SIDEWALK
- CONC. CONCRETE
- FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
- P.O.B. POINT OF BEGINNING

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.364 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 2.362 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO FIDEL G. LOZA, RECORDED IN DOCUMENT NO. 2016039911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 929 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ZONE X (SHADED) AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AND ZONE AE AREA WITH BASE FLOOD ELEVATION (BFE) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.
- THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.
- 4) ALL SHEDS ARE METAL ON DIRT.

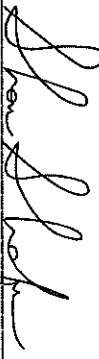
TITLE COMMITMENT NOTES:

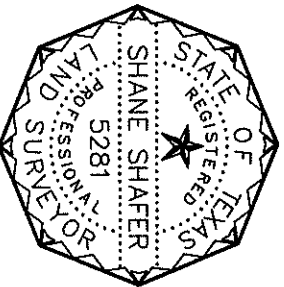
Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2022768-KFD, which bears an effective date of August 24, 2020 and an issued date of September 1, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Terms, Conditions, and Stipulations in the License Agreement Recorded: Document No. 2016052588, Official Public Records, Williamson County, Texas. The subject tract is a part of said agreement, a portion of the 0.171 acre Water Line and Shared Well Easement is shown hereon.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 20, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.


SHANE SHAFER, R.P.L.S. NO. 5281
NOVEMBER 16, 2020
DATE



PARCEL LOZA
SHEET 3 OF 3


 DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

EXHIBIT "B"

Access Easement

BEING a 30-Foot-Wide Strip of land, situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas, said land being a portion of that certain tract of land, called 5 acres, as conveyed to Claudie Andrew Cantrell and wife, Donic Cantrell, by deed as recorded in Volume 492, Page 431, of the deed Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2013, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the east line of Stubblefield Lane, being on, or near, the west line of the Henry Field Survey, Abstract No. 233 and the east line of the Joseph M. Glasscock Survey, Abstract No. 254, marking the Northwest corner of the above-referenced 5 acre Cantrell tract, being the Southwest corner of that certain Second Tract, as conveyed to Raymond G. Cantrell and wife, Pamela L. Cantrell, by deed as recorded in Volume 2179, Page 659, of the Official Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the north line of the said 5 acre Cantrell tract, being the south line of the said Cantrell Second Tract, N 70°59'30" E, 30.00 feet to a point for the Northeast corner hereof;

THENCE, S 19°44'45" E, 263.50 feet to a point and S 21°02'00" E, 369.84 feet to a point on the south line of the said 5 acre Cantrell tract, being the north line of that certain tract of land, called 19.929 acres, as conveyed to Joe Hernandez and Maria Contreras by deed recorded as Document No. 2008024337 of the Official Public Records of Williamson County, Texas, being the south line of the said 5 acre Cantrell tract, for the Southeast corner hereof;

THENCE, S 76°01'15" W, 30.23 feet to a ¾" pipe found on, or near, the said west line of the Henry Field Survey, Abstract No. 233 and the east line of the Joseph M. Glasscock Survey, Abstract No. 254, marking the Southwest corner of the said 5 acre Cantrell tract, being on the east line of that certain tract of land, called 1011.979 acres, as conveyed to Williamson County, Texas, by deed recorded as Document No. 2008070649 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 21°02'00" W, 366.46 feet to an iron pin found marking a northeasterly corner of the said 1011.979 acre Williamson County, Texas, tract, being at the Southeast corner of Stubblefield Lane, and continuing along the said east line of Stubblefield Lane, N 19°44'45" W, 264.22 feet to the Place of BEGINNING.

2016039911

Electronically Recorded
OFFICIAL PUBLIC RECORDS

Nancy E. Rister, County Clerk
5/11/2016 11:12 AMPages: 4 Fee: \$33.00
Williamson County Texas

EXHIBIT "C"

DEED

Williamson County Parkland

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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 FIDEL G. LOZA, a single person, 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 (the "Property"):

All of that certain 2.364 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County, Texas, and being all of the called 2.362 acre tract of land (Tract 1) conveyed to Fidel G. Loza, recorded in Document No. 2016039911 of the Official Public Records of Williamson County, Texas; said 2.364 acre tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

Access Easement being a 30-foot wide strip of land, out of the Henry Field Survey, Abstract No. 233, Williamson County, Texas; said 30-foot strip being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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.

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 _____, 2021.

GRANTOR:

Fidel G. Loza

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Fidel G. Loza, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
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: