

REAL ESTATE CONTRACT

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GEORGE SAMFORD and MONA SAMFORD** (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 0.023 acre (1,011 square foot) tract of land in the Edmund S. Brooks Survey, Abstract No. 81, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 33)**;

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 shall be the sum of ONE THOUSAND SEVEN HUNDRED SIXTY-ONE and 00/100 Dollars (\$1,761.00).

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

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 Texas National Title Company on or before October 15, 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", 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 "B" 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. 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

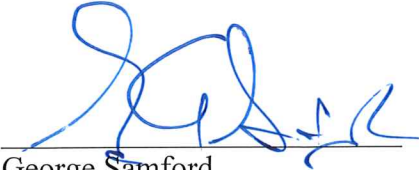
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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:


George Samford

Address: 3821 R.R. 1869
LIBERTY Hill, Tx 78642

Date: 9-9-2021


Mona Samford

Date: 9-9-21

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.: 33ROW
Tax ID: R529515
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 33ROW

FOR A 0.023 ACRE (1,011 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 2.0311 ACRE TRACT OF LAND CONVEYED TO GEORGE SAMFORD AND MONA SAMFORD, RECORDED IN DOCUMENT NO. 2014025222 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.023 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JANUARY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10213891.68, E=3051792.34) monumenting the most northerly northwest corner of said 2.0311 acre Samford tract and the northeast corner of the remnant portion of the called 22.5328 acre tract of land conveyed to Gary L. Samford and Sharon E. Samford, recorded in Document No. 2013061363 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of RR 1869, (80' wide right-of-way width), for the northwest corner and **POINT OF BEGINNING** hereof, from which a broken TxDOT Type I concrete monument found monumenting a point of curvature on the north boundary line of said remnant portion of the 22.5328 acre Samford tract and said south right-of-way line of RR 1869, bears S 60°28'11" W for a distance of 173.09 feet;

THENCE, **N 60°28'11" E** with the north boundary line of said 2.0311 acre Samford tract and said south right-of-way line of RR 1869 for a distance of **49.96 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the northeast corner of said 2.0311 acre Samford tract and the northwest corner of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the beginning of a curve to the right on the north boundary line of said 21.63 acre Williamson County, Texas tract and said south right-of-way line of RR 1869, bears N 60°28'11" E for a distance of 74.58 feet;

THENCE, **S 24°59'54" E** with the east boundary line of said 2.0311 acre Samford tract and the west boundary line of said 21.63 acre Williamson County, Texas tract for a distance of **20.46 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" for the southeast corner hereof, from which an iron rod found with cap (non-legible) monumenting an angle point on said east boundary line of the 2.0311 acre Samford tract and said west boundary line of the 21.63 acre Williamson County, Texas tract, bears S 24°59'54" E for a distance of 252.30 feet;

County: Williamson
Parcel No.: 33ROW
Tax ID: R529515
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, **S 60°50'54" W** through the interior of said 2.0311 acre Samford tract for a distance of **49.97 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the west boundary line of said 2.0311 acre Samford tract and the east boundary line of said remnant portion of the called 22.5328 acre Samford tract, for the southwest corner hereof, from which a 1/2" iron rod found monumenting an angle point on said west boundary line of the 2.0311 acre Samford tract and said east boundary line of the remnant portion of the called 22.5328 acre Samford tract, bears **S 24°52'30" E** for a distance of 245.74 feet, **S 11°31'55" W** for a distance of 133.36 feet, and **S 65°01'35" W** for a distance of 201.55 feet;

THENCE, **N 24°52'30" W** with said west boundary line of the 2.0311 acre Samford tract and said east boundary line of the remnant portion of the called 22.5328 acre Samford tract, for a distance of **20.13 feet** to the **POINT OF BEGINNING** hereof and containing 0.023 acre 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 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.E.L.S. FIRM NUMBER 10006900



MARCH 25, 2021

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 33 ROW\PARCEL 33 SH 29 BYPASS LH m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.023 ACRE (1,011 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 2,0311 ACRE TRACT OF LAND CONVEYED TO GEORGE SAMFORD AND MONA SAMFORD, RECORDED IN DOCUMENT NO. 2014025222 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 3821 RM 1869, LIBERTY HILL, TX 78642



SCALE: 1" = 100'

EDMUND S. BROOKS SURVEY
ABSTRACT NO. 81

SURFACE COORDINATES:
N=10213891.68
E=3051792.34

P.O.B.

SEE
DETAIL 'A'
SHEET 2

298.05'
18" CMP ASPHALT DRIVE
CONC.
TYPE I CONC. MON. BROKEN W/PK NAIL
1/2"

TYPE I CONC. MON. BROKEN W/PK NAIL

C2

RR 1869
(80' R.O.W.)

UT EXISTING R.O.W.
1/2"

APPROXIMATE SURVEY LINE

TYPE I CONC. MON. BROKEN

PARCEL 33ROW
0.023 AC.
1,011 SQ. FT.

JOSEPH M GLASSCOCK SURVEY
ABSTRACT NO. 254

WILLIAMSON COUNTY, TEXAS
SH 29 RIGHT OF WAY
CALLED 21.63 AC.
DOC. NO. 2018056429

GARY L. SAMFORD AND
SHARON E. SAMFORD
REMNANT PORTION OF
CALLED 22.5328 AC.
DOC. NO. 2013061363

STATE OF TEXAS
50' X 250' CHANNEL EASEMENT
VOL. 420, PG. 227
TRACT NO. 2

GEORGE SAMFORD AND
MONA SAMFORD
ACCESS EASEMENT
CALLED 18,007 SQ. FT.
DOC. NO. 2014025223

ACCESS EASEMENT
CALLED 21,592 SQ. FT.
DOC. NO. 2014025222

1/2"
S65°01'35"W
201.55'

R529515

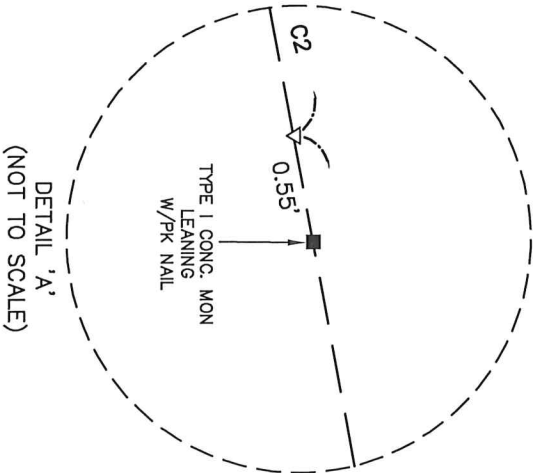
GEORGE SAMFORD AND
MONA SAMFORD
CALLED 2,0311 AC.
DOC. NO. 2014025222

PARCEL 33ROW
SHEET 1 OF 3

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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.023 ACRE (1,011 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 2.0311 ACRE TRACT OF LAND CONVEYED TO GEORGE SAMFORD AND MONA SAMFORD, RECORDED IN DOCUMENT NO. 2014025222 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 3821 RM 1869, LIBERTY HILL, TX 78642



LINE	BEARING	DISTANCE
L1	N60°28'11"E	49.96'
L2	S24°59'54"E	20.46'
L3	S60°50'54"W	49.97'
L4	N24°52'30"W	20.13'
L5	N60°28'11"E	74.58'
L6	S60°28'11"W	173.09'
L7	N29°39'06"W	80.11'
L8	N21°47'34"W	80.04'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	2904.74'	394.36'	7°46'43"	S64°24'54"W
C2	2824.74'	382.96'	7°46'04"	N64°22'56"E

LEGEND

- IRON ROD FOUND
- TxDOT TYPE I CONCRETE MONUMENT FOUND
- ⊙ IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- ▽ CALCULATED POINT
- ^{PP} POWER POLE
- ^{MB} MAIL BOX
- ^{WP} WOOD POST
- ^{UT} UNDERGROUND TELEPHONE MARKER
- ^{TP} TELEPHONE PEDESTAL
- X—X—X— WIRE FENCE
- X—X—X— EDGE OF PAVEMENT
- DITCH
- - - - - APPROXIMATE SURVEY LINE
- CD S CONCRETE DRAINAGE STRUCTURE
- RCP REINFORCED CONCRETE PIPE
- CMP CORRUGATED METAL PIPE
- CONC. CONCRETE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

PARCEL 33ROW
SHEET 2 OF 3

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

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.023 ACRE (1,011 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 20311 ACRE TRACT OF LAND CONVEYED TO GEORGE SAMFORD AND MONA SAMFORD, RECORDED IN DOCUMENT NO. 2014025222 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 3821 RM 1869, LIBERTY HILL, TX 78642

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance T-7, GF No. 2061954-KFD, which bears an Effective Date November 3, 2020 and an Issued Date of November 11, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Electric line easement to Texas Power & Light Company, recorded in Volume 293, Page 198, Deed Records, Williamson County, Texas. Not a part of subject tract.

10b. Channel Easement to the State of Texas, recorded in Volume 420, Page 227, Deed Records, Williamson County, Texas. Not a part of the subject tract. Channel Easement Tract 2 is shown hereon.

10c. Ingress and egress easement, as reserved in deed, recorded in Document No. 2014025222, Official Public Records, Williamson County, Texas. Is a part of the subject tract as shown hereon.

10d. Water Well usage easement, to Gary L. Samford and Sharon E. Samford, recorded in Document No. 2014025224, Official Public Records, Williamson County, Texas. Not a part of subject tract.

10e. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease, recorded in Volume 495, Page 303, Deed Records, Williamson County, Texas. Not a survey matter.

10f. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease, recorded in Volume 829, Page 480, Deed Records, Williamson County, Texas. Not a survey matter.

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 January 14, 2021. 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
SHANE SHAFER, R.P.L.S. NO. 5281
MARCH 25, 2021
DATE



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, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

PARCEL 33ROW
SHEET 3 OF 3

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

EXHIBIT "B"

Parcel 33

DEED

Liberty Hill Bypass 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 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 GEORGE SAMFORD and MONA SAMFORD, 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 0.023 acre (1,011 square foot) tract of land in the Edmund S. Brooks Survey, Abstract No. 81, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 33**)

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.

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 Liberty Hill Bypass.

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.

[signature page follows]

GRANTOR:

George Samford

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

Notary Public, State of Texas

GRANTOR:

Mona Samford

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2021 by Mona Samford, 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: