

REAL ESTATE CONTRACT

County Road 129 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by **DAINE H. SMITH and wife, CYNTHIA M. SMITH** (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:

Being a 0.4356 acre (18,975 square foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 7**);

Temporary Construction Easement interest in and across a 0.30 acre (13,139 square foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, Williamson County, Texas; said parcel being further described in the parcel sketch on Exhibit "A" attached hereto (**Parcel 7TCE**);

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", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of FORTY-SIX THOUSAND and 00/100 Dollars (\$46,000.00).

Payment of Purchase Price

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

Special Provisions

2.03. Driveway Reconstruction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that Seller's existing driveway reconnection as part of the CR 129 roadway construction project shall consist of concrete material, and shall otherwise be constructed according to the plans, specifications and terms contained in the Temporary Construction and Grading Easement form attached hereto as Exhibit "C".

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 Longhorn Title Company on or before March 31, 2022, 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 the right of way Property described in Exhibit "A", and deliver a duly executed and acknowledged Temporary Construction and Grading Easement document, conveying such interest in and to the portion of the Property identified therein in Exhibit "A", both free and clear of any and all monetary 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. The Temporary Construction and Grading Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to 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 remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from 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 party incurring same 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.

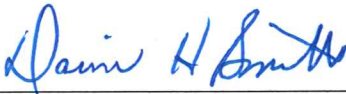
Counterparts

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 1, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 129 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:



Daine H. Smith

Address: 851 C.R. 129

Taylor, Tx 76574

Date: 02-17-2022



Cynthia M. Smith

Date: 2-17-2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

Page 1 of 5
December 15, 2021

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF a 18,975 square foot (0.4356 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of that tract described as 5.00 acres conveyed to Daine H. Smith and wife, Cynthia M. Smith by Warranty Deed dated February 28, 1997, as recorded in Document No. 9708851, Official Records, Williamson County, Texas (O.R.W.C.T.); said 18,975 square foot (0.4356 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said 5.00 acre Smith tract, being at a corner in the west line of that tract described as 39.797 acres (Tract A) conveyed to Marilyn Elaine Adams Morgan, Trustee of the Marilyn Elaine Adams Morgan Revocable Trust dated July 11, 2012 by Warranty Deed dated July 11, 2012, as recorded in Document No. 2012058561, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

THENCE, North 89°25'05" West, along the south line of said 5.00 acre Smith tract and the west line of said 39.797 acre Marilyn Elaine Adams Morgan Revocable Trust tract, a distance of 486.78 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 62.00 feet right of Engineer's Baseline Station 26+67.12 and having Surface Coordinates of North=10,151,732.83, East=3,189,223.38;

- 1) **THENCE**, North 89°25'05" West, continuing along the south line of said 5.00 acre Smith tract and the west line of said 39.797 acre Marilyn Elaine Adams Morgan Revocable Trust tract, a distance of **47.29 feet** to a point at the southwest corner of said 5.00 acre Smith tract, being at a corner in the west line of said 39.797 acre Marilyn Elaine Adams Morgan Revocable Trust tract, and being in the exiting east right-of-way line of CR 129 (varying width);
- 2) **THENCE**, North 08°20'26" East, along the west line of said 5.00 acre Smith tract and the existing east right-of-way line of CR 129, a distance of **412.84 feet** to a 1/2-inch iron rod found at the northwest corner of said 5.00 acre Smith tract, being at the southwest corner of that tract described as 5.00 acres conveyed to Chad Cotton by General Warranty Deed dated June 12, 2020, as recorded in Document No. 2020062193, O.P.R.W.C.T.;

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

Page 2 of 5
December 15, 2021

PROPERTY DESCRIPTION FOR PARCEL 7

- 3) **THENCE, South 89°23'39" East**, along the north line of said 5.00 acre Smith tract and the south line of said 5.00 acre Cotton tract, a distance of **45.48 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 129, being 62.00 feet right of Engineer's Baseline Station 30+79.70, from which a 1/2-inch iron rod found at the northeast corner of said 5.00 acre Smith tract, being at the southeast corner of said 5.00 acre Cotton tract, bears South 89°23'39" East, a distance of 486.81 feet;
- 4) **THENCE, South 08°05'28" West**, along the proposed east right-of-way line of CR 129, crossing said 5.00 acre Smith tract, a distance of **412.58 feet** to the **POINT OF BEGINNING** and containing 18,975 square feet (0.4356 of one acre) of land, more or less.

TEMPORARY CONSTRUCTION EASEMENTS

In addition thereto, there is a 556 square foot (0.0128 of one acre) Temporary Construction Easement and a 12,583 square foot (0.2889 of one acre) Temporary Construction Easement along a portion of the proposed east right-of-way line of CR 129. Said Temporary Construction Easements lie east of and adjacent to a portion of the proposed right-of-way acquisition as described in the above metes and bounds. Upon completion of construction, said Temporary Construction Easements shall revert automatically back to the Grantor.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

Page 3 of 5
December 15, 2021

PROPERTY DESCRIPTION FOR PARCEL 7

A parcel plat of even date was prepared in conjunction with this property description.

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

That I, Troy R. Thomas, 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 the 15th day of December, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY

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

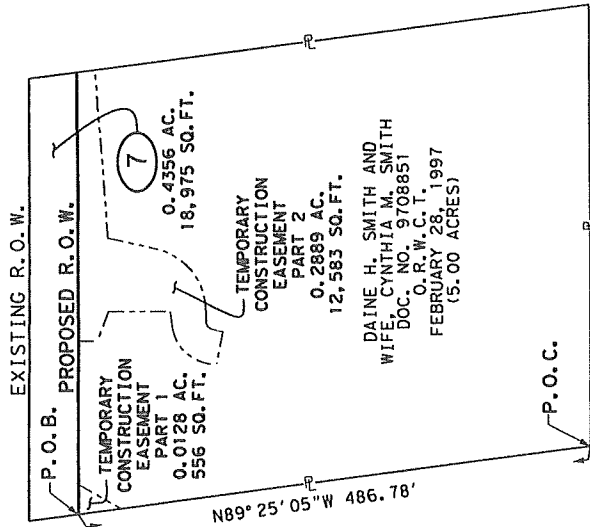
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 7

LEGEND

- FOUND IRON ROD (1/2" UNLESS NOTED)
- ⊙ FOUND IRON PIPE (1/2" UNLESS NOTED)
- ▲ FOUND NAIL (60-D UNLESS NOTED)
- 1/2" IRON ROD W/ CAP SET (UNLESS NOTED)
- △ "MCGRAY MCGRAY" CAP SET (UNLESS NOTED)
- (xxx) CALCULATED POINT, NOT SET
- RECORD INFORMATION
- DEED LINE (OWNERSHIP IN COMMON)
- PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DISTANCE NOT TO SCALE (N.T.S.)
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- PARCEL NUMBER FOR R.O.W. ACQUISITION
- P.O.B.
- P.O.C.
- R.O.W.
- N.T.S.
- P.U.E.
- O.R.W.C.T.
- O.P.R.W.C.T.

1

CR 129
(R.O.W. WIDTH VARIES)



DICY HOPKINS SURVEY,
ABSTRACT NO. 300

PROPERTY INSET
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

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

12/15/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6130

DATE

PAGE 4 OF 5

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD 83), 2011 ADJUSTMENT, EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY XXXXX XXXXXXXXXX XXXXXXXX XXXXXXXX IN XXXXX 2020.
- ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH NOVEMBER 2021.
- PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
- THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. XXXXXX-XXX ISSUED BY XXXX XXXXXXXXXX XXXXXXXX XXXXXXXX, EFFECTIVE DATE XXX XX, 2020, ISSUED DATE XXX XX, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. XXXXXXXX, SUBJECT TO:

1A. XXXXX XXXXX X XXXX XXXXXXX XXXXXXX XXXXXXX XXXXXXX
XX XXXXXXX XX XXX, XX, XXX, XXX XXXXXXX, XXXXXXX
XXXXX, XXXXX, XXXXXXX XX XXXXX.

REVISIONS

RECORD	ACQUISITION	REMAINING RT
5.00 AC. (217,800 SQ. FT.)	0.4356 AC. (18,975 SQ. FT.)	4.56 AC. (198,825 SQ. FT.)



PARCEL PLAT SHOWING
PROPOSED R.O.W. AT

PARCEL 7
CR 129

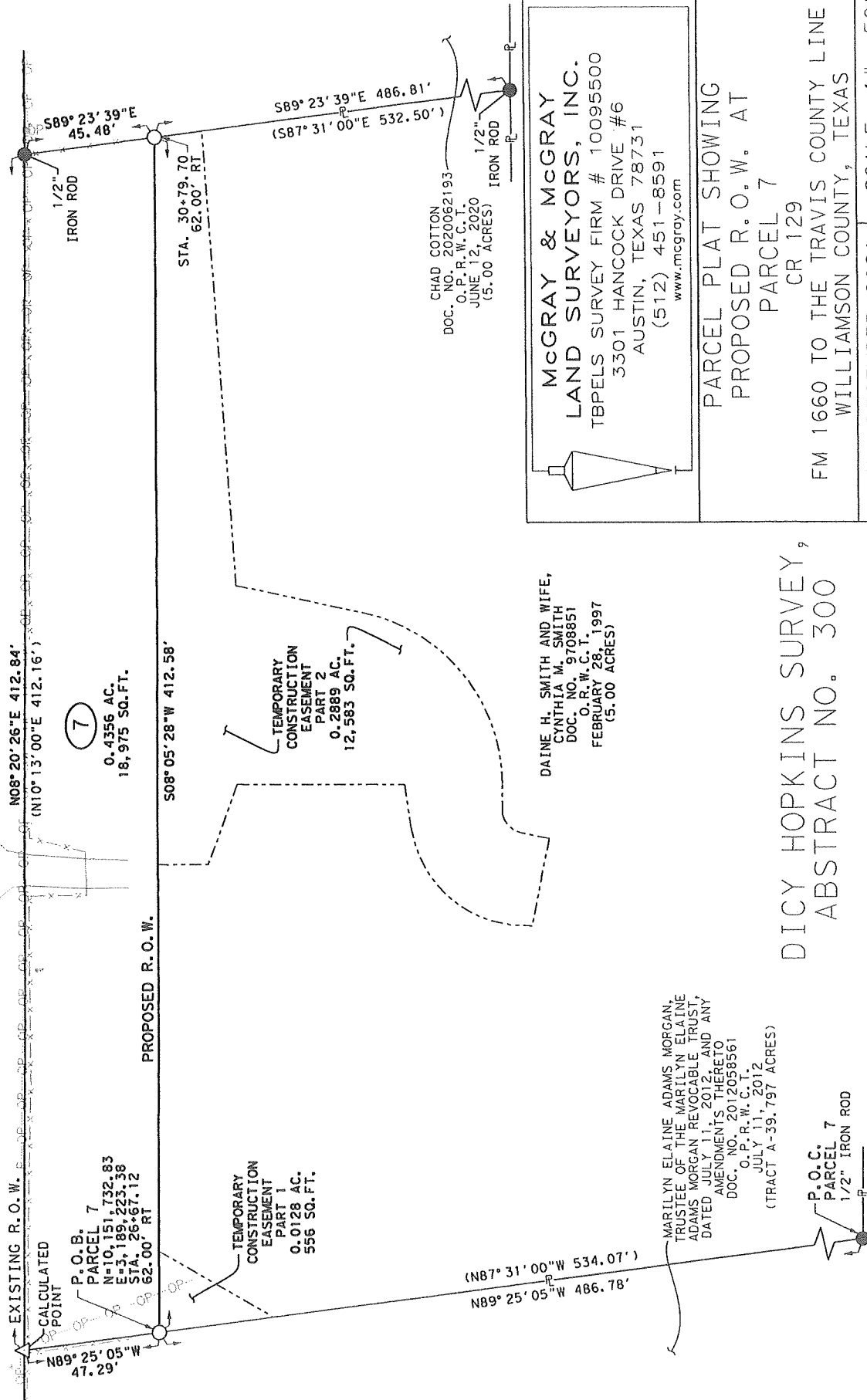
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: DECEMBER 2021 SCALE: N.T.S.



ENGINEER'S BASELINE N08°05'28"E 2,845.00' (R.O.W. WIDTH VARIES) CR 129

30+00



DAINE H. SMITH AND WIFE,
CYNTHIA M. SMITH
DOC. NO. 9708851
O.R.W.C.T.
FEBRUARY 28, 1997
(5.00 ACRES)

MARILYN ELAINE ADAMS MORGAN,
TRUSTEE OF THE MARILYN ELAINE
ADAMS MORGAN REVOCABLE TRUST,
DATED JULY 11, 2012, AND ANY
AMENDMENTS THERETO
DOC. NO. 2012058561
O.P.R.W.C.T.
JULY 11, 2012
(TRACT A-39.797 ACRES)

P.O.C.
PARCEL 7
1/2" IRON ROD

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 7
CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: DECEMBER 2021 SCALE: 1" = 50'

EXHIBIT "B"

Parcel 7

DEED

County Road 129 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 **DAINE H. SMITH and wife, CYNTHIA M. SMITH**, 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"):

Being a 0.4356 acre (18,975 square foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 7**)

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 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 129.

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 _____, 2022.

[signature on following page]

GRANTOR:

Daine H. Smith

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Daine H. Smith, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Cynthia M. Smith

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Cynthia M. Smith, 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:

EXHIBIT "C"

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

CR 129 Driveway Reconstruction and Site Grading

KNOW ALL PERSONS BY THESE PRESENTS:

That DAINE H. SMITH and wife, CYNTHIA M. SMITH, (hereafter referred to as "Grantor"), whether one or more, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction and grading easement for the purpose of (1) constructing and/or reconstructing a concrete material driveway entrance(s) to the remaining property of Grantor and, and any associated grading and drainage therewith, and (2) to construct, install, repair, remove and replace earthen and vegetative materials for modification of surface grade and slope from the adjacent CR129 roadway improvements and across portions of the remaining property of Grantor ("Project"), in, along, upon and across the property described on the sketch as shown in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement.

The construction, reconstruction and/or removal of any improvements, driveway, curbs, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein.

The parties further agree as follows:

Temporary Fencing: In connection with the proposed CR 129 roadway improvements construction project, Grantee shall install chain link fencing and a temporary gate improvements on and along the boundary of the Property, according to the specifications and locations as shown in further detail on the plan sheets attached hereto, and which shall be sufficient to contain any livestock or grazing stock within the remaining property of Grantor outside of the easement Property ("Temporary Fencing"). The installation of the Temporary Fencing shall be completed prior to the removal of any existing fencing within the easement Property area required for completion of the Project activities.

For the protection of the Project and the remaining property of Grantor, the Grantor shall not remove the Temporary Fencing or otherwise construct any improvements upon the Property until provided with written notice of substantial completion of the Project from Grantee ("Removal Notice"). Upon providing the Removal Notice the Temporary Fencing shall become the property of Grantor, and Grantor may construct permanent replacement fencing ("Permanent Fencing") on the new right of way property line, and shall have the right to remove and dispose of the Temporary Fencing, at any time subsequent thereto and at its sole discretion.

Following completion of work within the temporary construction easement area Property described in Exhibits "A", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications

as set out on the plans in Exhibit "B", taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the Project construction activities described above and as shown on Exhibit "B". This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of eight (8) months after the date of Grantee's first entry upon the Property for the purposes granted herein, (b) on the date of completion of construction of the Project, or (c) on December 31, 2024, whichever occurs first.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable vehicular ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective the _____ day of _____, 2022.

[signature page follows]

GRANTOR:

Daine H. Smith

Acknowledgment

State of Texas §
 §
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____
_____, 2022 by Daine H. Smith, in the capacity and for the purposes and consideration recited
herein.

Notary Public, State of Texas

GRANTOR:

Cynthia M. Smith

Acknowledgment

State of Texas §
 §
County of _____ §

 This instrument was acknowledged before me on this the ____ day of _____
_____, 2022 by Daine H. Smith, in the capacity and for the purposes and consideration recited
herein.

Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Acknowledgment

State of Texas §
 §
County of Williamson §

This instrument was acknowledged before me on this the ____ day of _____
_____, 2022 by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes
and consideration recited herein.

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:

DATE: 1/14/2022 4:48:50 PM
FILE: L:\2020\20T47003 - Wilco CR 129 Planning and Design\Drawings\03 Roadway\20T47003-CR129-RDWAY-DRWY-04.dgn

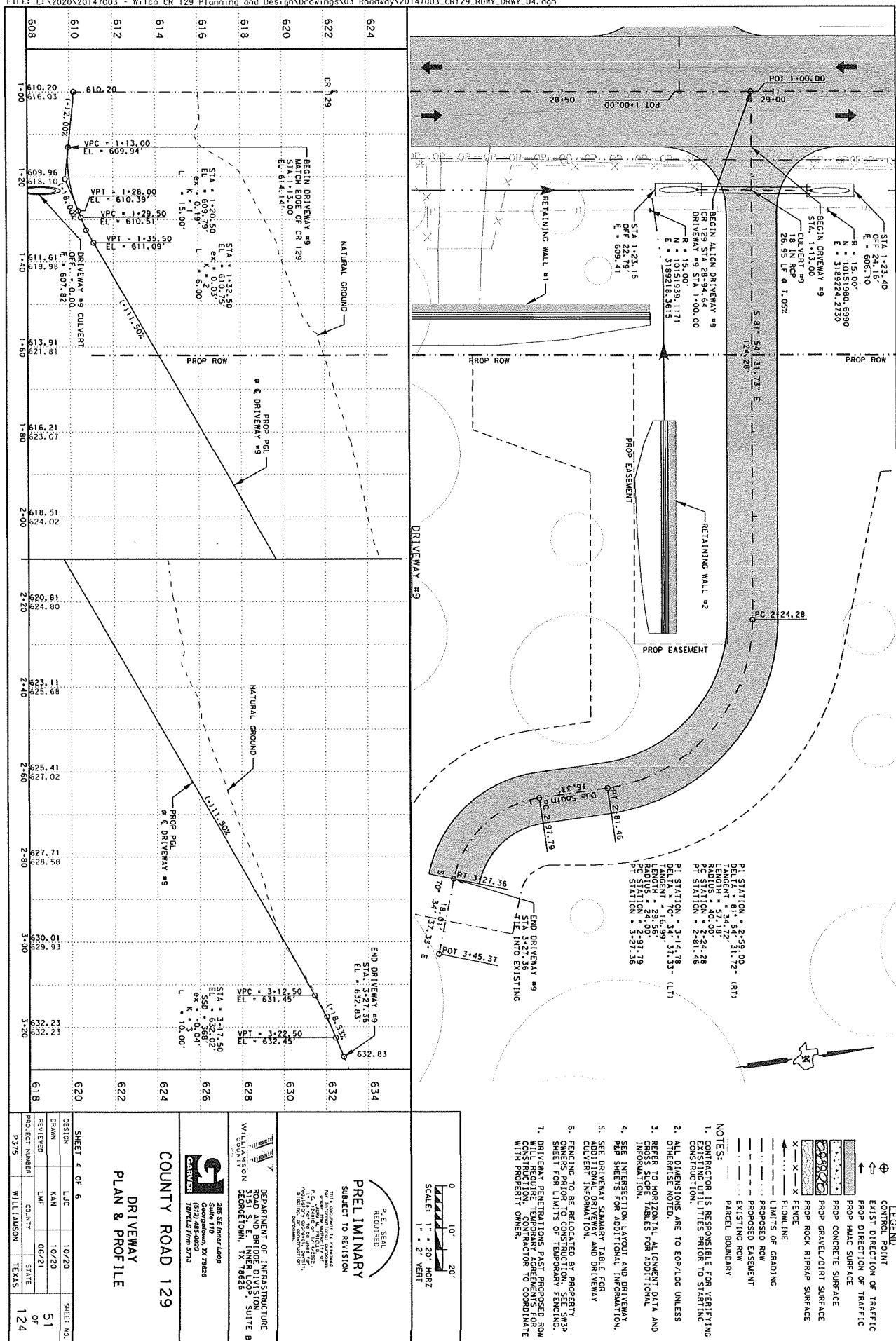
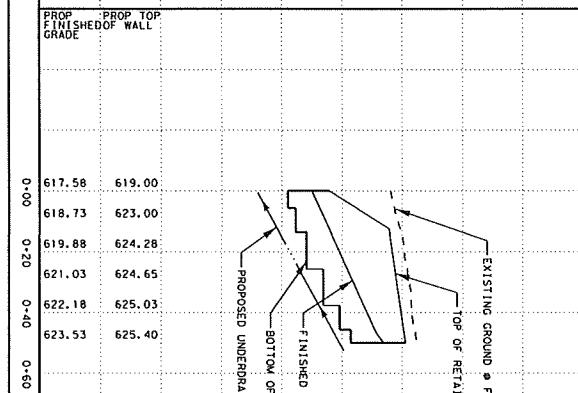
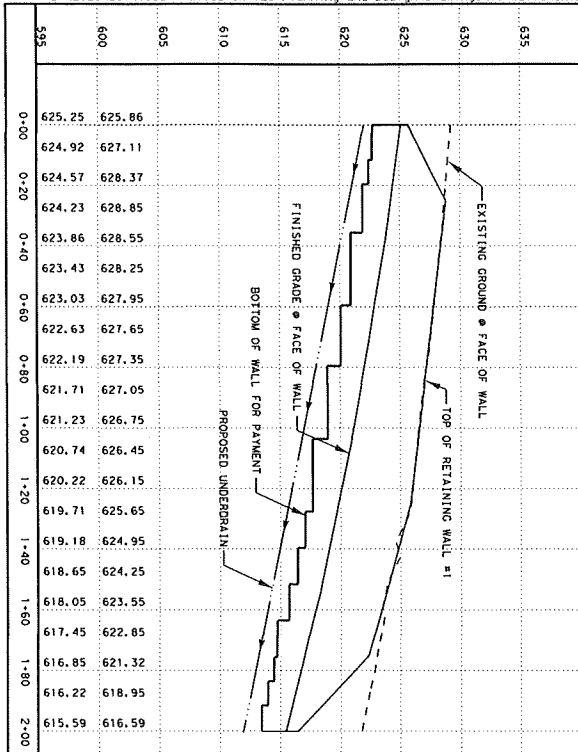


EXHIBIT "B" (Page 2 of 6)

DATE: 1/14/2022 4:48:59 PM
FILE: L:\2020\20T47003 - Wilco CR 129 Planning and Design\Drawings\11 Wall\CR129_RTW_PP_01.dgn



SHEET 1 OF 1		DESIGN	DCM	10/20	SHEET NO.
DRAWN		TBP	10/20	55	OF
REVIEWED		LWK	06/21	55	OF
PROJECT NUMBER		COUNTY	STATE	124	
P375		WILLIAMSON	TEXAS		

0 20' 40'
SCALE: 1" = 40' HORIZ
1" = 10' VERT

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION
THIS DOCUMENT IS PRELIMINARY
AND IS NOT TO BE USED FOR CONSTRUCTION
OR FOR ANY OTHER PURPOSE
WITHOUT THE WRITTEN APPROVAL OF THE
DESIGNER.
DATE: 1/14/2022
BY: [Signature]
CHECKED: [Signature]
DATE: 1/14/2022
BY: [Signature]

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3150 E. INNER LOOP, SUITE B
DALLAS, TEXAS 75206
COUNTY: WILLIAMSON
PROJECT: CR 129

205 SE Inner Loop
Suite 110
Georgetown, TX 78626
COUNTY: WILLIAMSON
PROJECT: CR 129

**COUNTY ROAD 129
RETAINING WALL #1 & 2
PLAN & PROFILE**

LEGEND
⊕ CONTROL POINT
→ EXIST DIRECTION OF TRAFFIC
→ PROP DIRECTION OF TRAFFIC
▨ PROP MAC SURFACE
▨ PROP CONCRETE SURFACE
▨ PROP GRAVEL/DIRT SURFACE
▨ PROP ROCK RIPRAP SURFACE
X-X-X FENCE
--- FLOW LINE
--- LIMITS OF GRADING
--- PROPOSED ROW
--- PROPOSED EASEMENT
--- EXISTING ROW
--- PARCEL BOUNDARY

NOTES:
1. CONTRACTOR IS RESPONSIBLE FOR VERIFYING
CONSTRUCTION LIMITS PRIOR TO STARTING
CONSTRUCTION.
2. ALL DIMENSIONS ARE TO EOP/LOC UNLESS
OTHERWISE NOTED.
3. REFER TO HORIZONTAL ALIGNMENT DATA AND
INFORMATION.
4. SEE INTERSECTION LAYOUT AND DRIVEWAY
F&P SHEETS FOR ADDITIONAL INFORMATION.
5. SEE DRIVEWAY SUMMARY TABLE FOR
ADDITIONAL DRIVEWAY AND DRIVEWAY
CULVERT INFORMATION.
6. FENCING TO BE RELOCATED BY PROPERTY
OWNER PRIOR TO CONSTRUCTION. F&P
SHEET FOR LIMITS OF TEMPORARY FENCING.
7. DRIVEWAY PENETRATIONS, PAST PROPOSED ROW
CONSTRUCTION, CONTRACTOR TO COORDINATE
WITH PROPERTY OWNER.

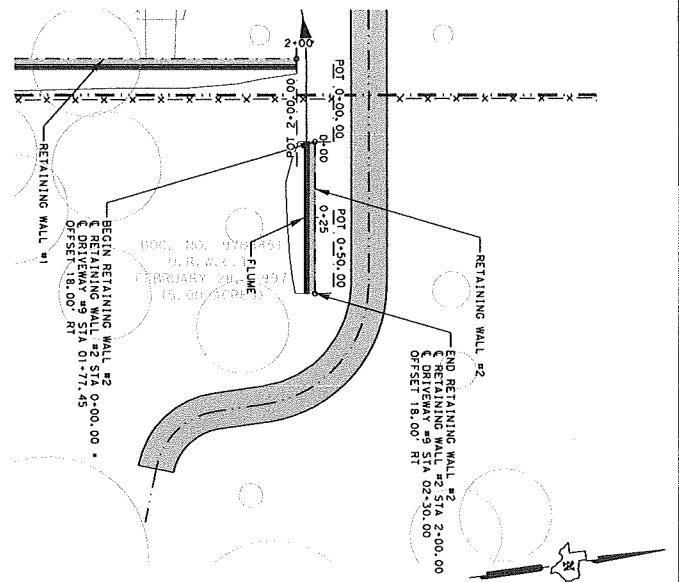
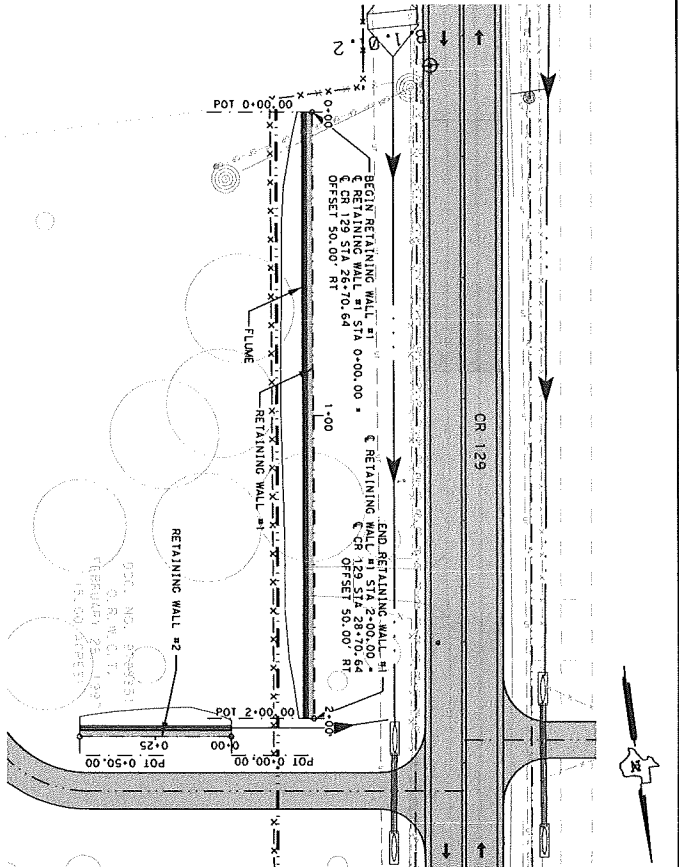
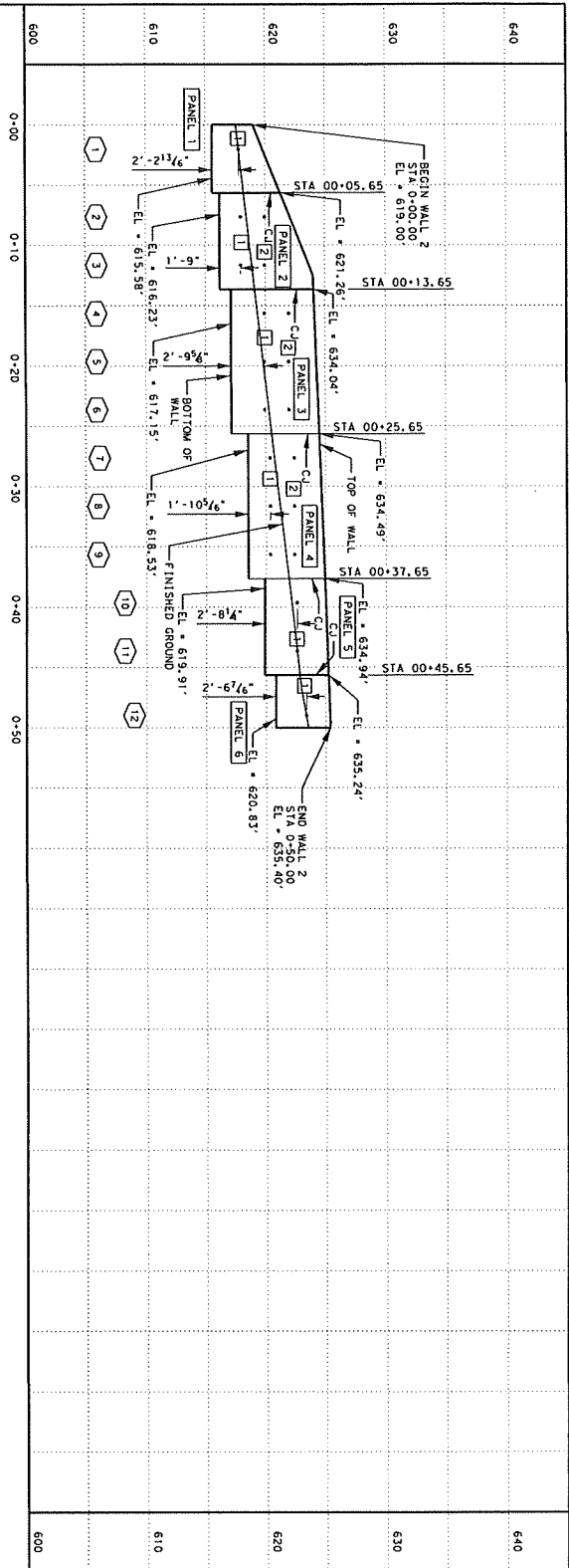


EXHIBIT "B" (Page 3 of 6)

DATE: 1/14/2022 4:49:02 PM
FILE: L:\2020\20147003 - Wilco CR 129 Planning and Design\Drawings\11 Walls\CR129_RTW_SNL_02.dgn



LEGEND

- [X] - SOIL MAIL ROW NO.
- [XX] - SOIL MAIL COLUMN NO.
- O - SOIL MAIL LOCATION
- CJ - CONSTRUCTION JOINT
- EJ - EXPANSION JOINT
- UNO - UNLESS NOTED OTHERWISE
- △ - VERIFICATION TEST ANCHOR



PRELIMINARY

NOT A CONTRACT. IT IS SUBJECT TO REVISION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3150 E. INNER LOOP, SUITE B
GEORGETOWN, TX 78626
COUNTY

285 SE Inner Loop
Suite 110
Georgetown, TX 78626
CANOVER
TYPE/LS Form 5713

COUNTY ROAD 129
RETAINING WALL 2
SOIL MAIL LAYOUT

SHEET 2 OF 2			
DESIGN	DCW	10/20	SHEET NO.
DRAWN	TBP	10/20	
REVIEWED	LWF	08/21	57
PROJECT NUMBER	P315	WILLIAMSON	124
		TEXAS	

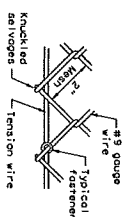
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[illegible]

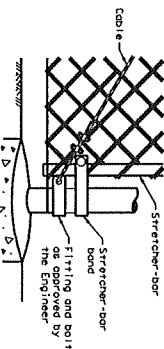
A diagram of a thick stretcher-bar band, which is a U-shaped metal component. A line points to the top edge of the band with the text "Minimum 1" wide x 1/8" thick stretcher-bar band". Another line points to the central opening of the band with the text "3/8" O carriage bolts and nuts, or equal."

Barbed wire arm related items shall conform to Item 550, "Chain Link Fence."

FABRIC & TENSION WIRE
DETAIL, TOP & BOTTOM



TERMINAL POST DETAIL

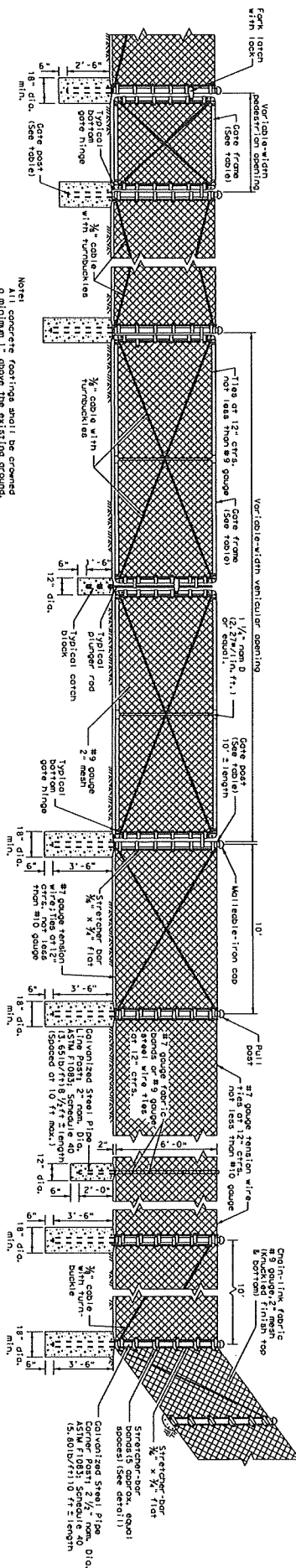


CHAIN-LINK BARRIER FENCE (6 FT.

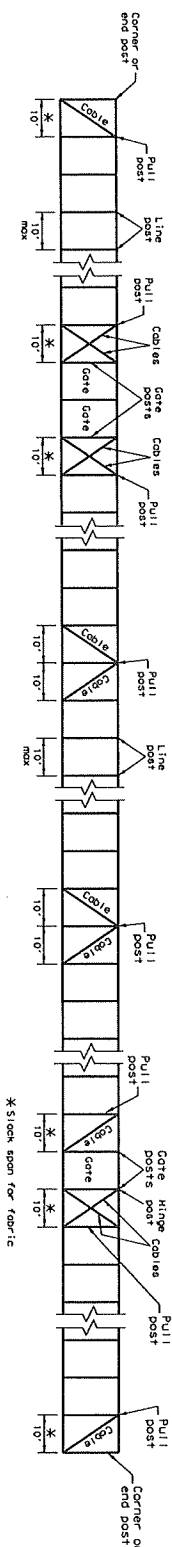
Foundation designs shown are "minimums" for a 6 ft. fence. Toller fences may require larger foundation designs.

GENERAL NOTES

1. Items herein shall conform to Item 550, "Chain Link Fence."
2. Typical installation plan may vary as shown elsewhere on the plans as directed by the Engineer. Location of gates shown elsewhere on plans.
3. Gate-frame members shall be bolted, or fused at corners, to joints *framing* with four 1/2" bolts per joint.
4. All cable connections are to be made with two 3/8" cable clamps.
5. All pull posts and posts and their foundations shall have the *so* respective dimensions of those shown for corner posts.
6. All pull posts shall be furnished with two stretchers *back*.
7. One end of each turnbuckle may be attached directly to fittings with 6" eyelets.
8. Concrete footings are to be crowned on the top to shed water.



TYPICAL CABLE AND POST ARRANGEMENT



* Slack span for fabric

CHAIN LINK FENCE

CLF-10


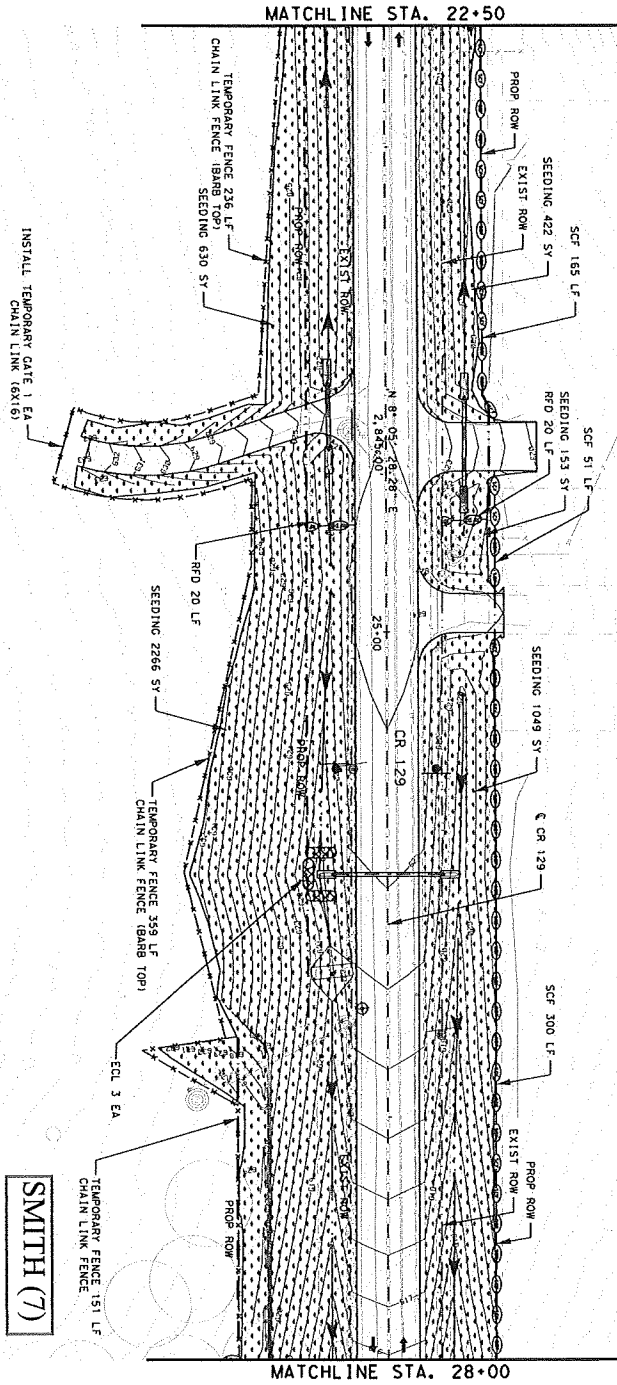
	Texas Department of Transportation	Design Division Sanatada
CHAIN LINK FENCE		
CLF - 10		
F.I.C.#	TD	
①-A007	1986	
REVISED		
DR #A007	CR ALV	SP# B1
DATE 1/5/87	JOB	
COUNTY		
WILLIAMSON		
SHEET NO.	CR 129	
	TO	

EXHIBIT "B" (Page 5 of 6)

DATE: 1/14/2022 4:50:25 PM
FILE: L:\2020\20147003 - Wilco CR 129 Planning and Design\Drawings\09 SW3P\20147003_CR129_SWPPP_02.dgn



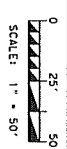
SMITH (7)



- NOTES:
1. REFER TO SWAP NARRATIVE SHEET FOR ADDITIONAL NOTES.
 2. REFER TO SWAP STANDARD SHEETS FOR DETAILS.
 3. INSTALLED MEASURES SHALL REMAIN IN PLACE AND SHALL BE MAINTAINED THROUGHOUT DURATION OF THE ENGINEER.
 4. SWAP MEASURES SHOWN ARE MINIMUM MEASURES. SWAP ENGINEER SHALL MODIFY MEASURES TO ACCOMMODATE ACTUAL FIELD CONDITIONS.

LEGEND

- EXIST DIRECTION OF TRAFFIC
- PROP DIRECTION OF TRAFFIC
- EROSION CONTROL LOC
- SCF SILT FENCE
- SCF ROCK FILTER DAM
- SEEDING/TOPSOL/SOIL RETENTION BLANKET
- EXISTING CONTOURS
- PROPOSED CONTOURS



P.E. SEAL
REQUIRED
SUBJECT TO REVISION

THIS DOCUMENT IS PREPARED FOR THE PROJECT BY THE ENGINEER. IT IS THE ENGINEER'S RESPONSIBILITY TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

DEPARTMENT OF INFRASTRUCTURE
ROAD AND BRIDGE DIVISION
3151 S. E. INNER LOOP, SUITE B
WILMAMSON, GEORGETOWN, TX 78626

205 SE Inner Loop
Georgetown, TX 78626
CARVER
TPR/ELS Print 5713

**COUNTY ROAD 129
PERMANENT AND TEMPORARY
EROSION CONTROL
PLAN**

STA 22+50 TO STA 28+00

SHEET 2 OF 3		SHEET NO.
DESIGN	LJC	
DRAWN	KAN	10/20
REVIEWED	LMP	06/21
PROJECT NUMBER	COUNTY	5713
P315	WILMAMSON	TEXAS

EXHIBIT "B" (Page 6 of 6)

DATE: 1/14/2022 4:50:28 PM
FILE: L:\2020\20147003 - Wilco CR 129 Planning and Design\Drawings\09 SW3P\20147003_CR129_SWPPP_03.dgn

