

**REAL ESTATE CONTRACT**

County Road 129 Right of Way—Parcel 10B

THIS REAL ESTATE CONTRACT (“Contract”) is made by **ADAM GUADIAN, CATALINA NADER GUADIAN AND SOFIA NADER** (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 of land described as follows:

Being a 0.0488-acre (2,125 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 10B**).

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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit “A” shall be the sum of TWO THOUSAND NINE HUNDRED SEVENTY-FIVE and 00/100 Dollars (\$2,975.00).

2.01.1. As Additional Compensation for any improvements on the Property (other than three rail fence as identified in Paragraph 2.03 below), and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of ZERO and 00/100 Dollars (\$0.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash or other good funds at the Closing.

### Special Provisions

2.03. FENCE RELOCATION/REPLACEMENT. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this Contract, Purchaser agrees that it shall at its sole expense relocate or replace the existing white, three rail aluminum fence within the Property to a location on the new right of way line between the western boundary of the Property and the remaining property of Seller.

The relocation or reconstruction of the fence identified herein shall be completed by Purchaser's agents or contractors as part of the proposed CR 129 roadway facility improvements project ("Project") upon the Property. For any portion of the existing fence structure which is unable to be relocated, Purchaser shall construct and install substantially similar number of replacement linear feet of fencing in the same relative location along the new property boundary as currently existing. Any replacement fencing construction shall be in substantial compliance with the design, material, location, and specifications as shown on Exhibit "B" attached hereto and incorporated herein.

By execution of this Contract Seller grants Purchaser, its agents and contractors, the temporary right to enter the remaining property of Seller only in the limited location and for the limited time period during the proposed Project construction term which are necessary to carry out the obligations of this paragraph.

## **ARTICLE III PURCHASER'S OBLIGATIONS**

### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

### Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before April 30, 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 all of the Property described in Exhibit "A", 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 "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 and Additional Compensation.

#### 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 May 31, 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 or the obligations of this Contract, 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.

*[signature page follows]*

**SELLER:**



Adam Guadian

Address: \_\_\_\_\_

\_\_\_\_\_

Date: 3-24-2022



Catalina Nader Guadian

Date: 3-24-2022



Sofia Nader

Address: \_\_\_\_\_

\_\_\_\_\_

Date: 3-24-2022

**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  
March 2, 2022

### PROPERTY DESCRIPTION FOR PARCEL 10B

**DESCRIPTION OF** a 2,125 square foot (0.0488 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of the remainder of Tract 4, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said Tract 4 conveyed to Sofia Nader, Adam Guadian and spouse, Catalina Nader Guadian by Warranty Deed with Vendor's Lien dated December 4, 2019, as recorded in Document No. 2019117011, O.P.R.W.C.T.; said 2,125 square foot (0.0488 of one acre) parcel of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northwest corner of the remainder of said Tract 4, being at the most westerly northeast corner of Tract 8, in said The Heights at Brushy Creek subdivision, said Tract 8 conveyed to John A. Williams and Trissa C. Williams by Warranty Deed with Vendor's Lien dated March 15, 2017, as recorded in Document No. 2017023470, O.P.R.W.C.T., and being in the south line of that tract described as 58.638 acres conveyed to Brent Aaron Cook a/k/a Brent Cook and spouse, Tiffany Thi Cook a/k/a Tiffany T. Dinh Cook by General Warranty Deed with Vendor's Lien dated January 14, 2021, as recorded in Document No. 2021009173, O.P.R.W.C.T.;

**THENCE**, S 82°27'16" E, along the north line of the remainder of said Tract 4 and the south line of said 58.638 acre tract, a distance of 644.79 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 36.00 feet left of Engineer's Baseline Station 37+78.55 and having Surface Coordinates of North=10,152,847.00, East=3,189,282.79;

- 1) **THENCE**, S 82°27'16" E, along the proposed west right-of-way line of CR 129, the north line of the remainder of said Tract 4 and the south line of said 58.638 acre tract, a distance of **5.08 feet** to a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northeast corner of the remainder of said Tract 4, being at the southeast corner of said 58.638 acre tract, and in the existing west right-of-way line of CR 129 (varying width), and being 30.92 feet left of Engineer's Baseline Station 37+78.60;
- 2) **THENCE**, S 07°35'07" W, along the east line of the remainder of said Tract 4 and the existing west right-of-way line of CR 129, a distance of **169.46 feet** to a 1/2-inch iron rod with "Forest RPLS 1847" cap found at an angle;

## EXHIBIT A

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

Page 2 of 5  
March 2, 2022

### PROPERTY DESCRIPTION FOR PARCEL 10B

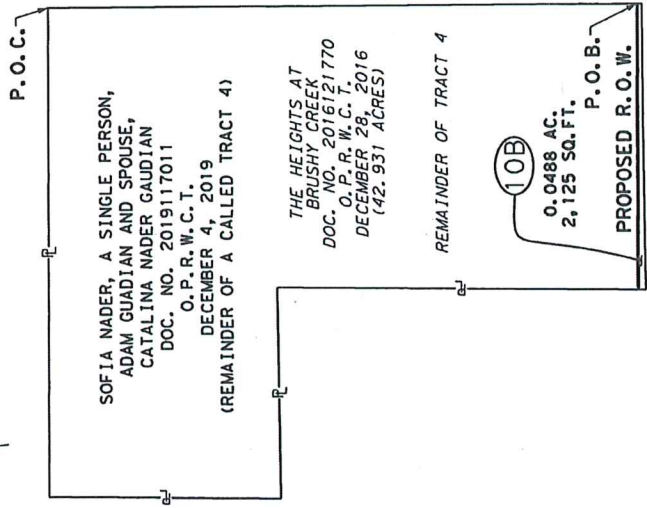
- 3) **THENCE, S 07°21'27" W**, continuing along the east line of the remainder of said Tract 4 and the existing west right-of-way line of CR 129, a distance of **150.76 feet** to a 1/2-inch iron rod with "WALS" cap found at the most easterly southeast corner of the remainder of said Tract 4, being at the northeast corner of that tract described as 2.250 acres out of said Tract 4 conveyed to Adam Guadian and spouse, Catalina Nader Guadian by General Warranty Deed dated January 1, 2021, as recorded in Document No. 2021070821, O.P.R.W.C.T.;
- 4) **THENCE, N 81°38'41" W**, along a south line of the remainder of said Tract 4 and the north line of said 2.250 acre tract, a distance of **8.51 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 129, being 36.00 feet left of Engineer's Baseline Station 34+58.44, from which a 1/2-inch iron rod found at a corner in the south line of the remainder of said Tract 4, and at the northwest corner of said 2.250 acre tract bears N 81°38'41" W, a distance of 407.12 feet;
- 5) **THENCE, N 08°05'28" E**, along the proposed west right-of-way line of CR 129, crossing the remainder of said Tract 4, a distance of **320.11 feet** to the **POINT OF BEGINNING** and containing 2,125 square feet (0.0488 of one acre) of land, more or less.

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.



**LEGEND**

- FOUND IRON ROD
- FOUND IRON PIPE
- ▲ (1/2" UNLESS NOTED)
- FOUND NAIL
- (60-D UNLESS NOTED)
- 1/2" IRON ROD W/ "MCGRAY MCGRAY" CAP SET (UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- (xxx) 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
- DEED RECORDS
- WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS
- WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS
- WILLIAMSON COUNTY, TEXAS
- PARCEL NUMBER FOR R.O.W. ACQUISITION



SOFIA NADER, A SINGLE PERSON,  
 ADAM GUADIAN AND SPOUSE,  
 CATALINA NADER GAUDIAN  
 DOC. NO. 2019117011  
 O.P.R.W.C.T.  
 DECEMBER 4, 2019  
 (REMAINDER OF A CALLED TRACT 4)

THE HEIGHTS AT  
 BRUSHY CREEK  
 DOC. NO. 2016121770  
 O.P.R.W.C.T.  
 DECEMBER 28, 2016  
 (42.931 ACRES)

REMAINDER OF TRACT 4

10B  
 0.0488 AC.  
 2,125 SQ.FT.  
 P.O.B.  
 PROPOSED R.O.W.

EXISTING R.O.W.

**NOTES:**

1. 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.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TEXAN TITLE INSURANCE COMPANY IN JANUARY 2022.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH FEBRUARY 2022.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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.

*TR*

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

3/2/2022  
 DATE

PAGE 4 OF 5



**DICY HOPKINS SURVEY,  
 ABSTRACT NO. 300**

PROPERTY INSET  
 NOT TO SCALE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061627 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: JANUARY 7, 2022, ISSUED DATE: JANUARY 15, 2022.

1. SUBJECT TO: DOCUMENT NO. 2016121770 (PLAT) AND DOCUMENT NO. 2017005619, O.R.W.C.T.
- 10A. RIGHT OF WAY EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN VOLUME 581, PAGE 729, D.R.W.C.T. (UNABLE TO PLOT)
- 10E. ALL BUILDING SETBACK LINES AS SET OUT AND DESCRIBED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IN DOCUMENT NO. 2017005619, O.R.W.C.T. (AS SHOWN)
- 10G. TERMS, PROVISIONS AND STIPULATIONS OF OSSF ROUTINE MAINTENANCE AFFIDAVIT TO THE PUBLIC IN DOCUMENT NO. 2020120526, O.R.W.C.T. (AFFECTS)
- 10H. ROAD WIDENING EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)
- 10I. A 20' PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY AND SOUTHERLY PROPERTY LINES IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)
- 10J. A 10' PUBLIC UTILITY EASEMENT ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)
- 10K. A 25' BUILDING SETBACK LINE ALONG COUNTY ROAD 129 IN DOCUMENT NO. 2016121770, O.R.W.C.T. (AS SHOWN)
- 10L. A 25' OSSF SETBACK IN DOCUMENT NO. 2016121770, O.R.W.C.T. (DOES NOT AFFECT)
- 10M. MANVILLE W.C. EASEMENT TO MANVILLE WATER SUPPLY CORPORATION IN DOCUMENT NO. 2021159626, O.R.W.C.T. (AS SHOWN)

**REVISIONS**

CALCULATED	ACQUISITION	REMAINING LT
6.2740 AC. (273,295 SQ.FT.)	0.0488 AC. (2,125 SQ.FT.)	6.2252 AC. (271,170 SQ.FT.)

**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 10B  
 CR 129  
 FM 1660 TO THE TRAVIS COUNTY LINE  
 WILLIAMSON COUNTY, TEXAS

DATE: MARCH 2022 SCALE: N.T.S.

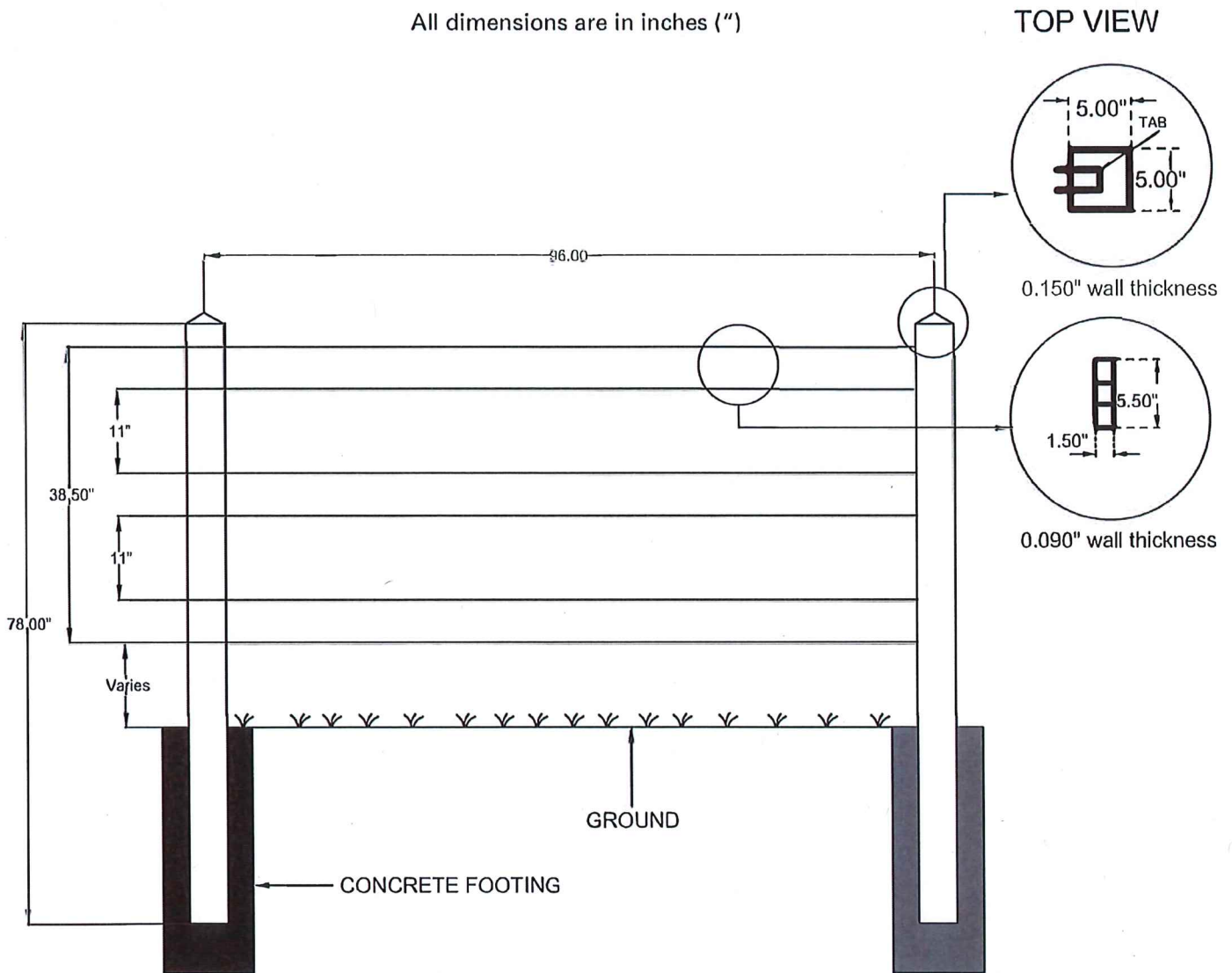


# Product Specifications

# Exhibit "B"

This fence can be trimmed down in width to accommodate custom applications

All dimensions are in inches (")



\*Check local code before installing.

Exhibit "C"

Parcel 10B

**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 **ADAM GUADIAN, CATALINA NADER GUADIAN and SOFIA NADER**, 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 0.0488-acre (2,125 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 10B**).

**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:**

\_\_\_\_\_  
Adam Guadian

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

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

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Adam Guadian, in the capacity and for the purposes and consideration recited therein.

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

\_\_\_\_\_  
Catalina Nader Guadian

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

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

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Catalina Nader Guadian, in the capacity and for the purposes and consideration recited therein.

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

