

REAL ESTATE CONTRACT

County Road 245 Right of Way—Parcel 6

THIS REAL ESTATE CONTRACT (“Contract”) is made by **ANNETTE WARD KYLBERG, JEFFREY EARL KYLBERG and PATTRICK ELTON KYLBERG** (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 0.1331 acre (5,796 square foot) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, 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 6, Parts 1-2)**;

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 NINE THOUSAND ONE HUNDRED EIGHTY-FOUR and 00/100 Dollars (\$9,184.00).

2.01.1. As Additional Compensation for any improvements on the Property, the reconstruction or reconfiguration of fencing, and any damage to and/or cost to cure the remaining property of Seller, Purchaser shall pay the sum of SEVEN THOUSAND ONE HUNDRED TWENTY-SIX and 00/100 Dollars (\$7,126.00).

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. Improvement Retention. Seller shall be permitted to retain and remove one (1) metal gate, and metal fence panel entryway improvements from within the Property, subject to the requirements as set out in the Deed form in Exhibit "B" attached hereto and incorporated herein.

2.04. Use of Remainder Property Prohibited. By execution of this contract the parties agree that other than as specifically required solely in the limited area and duration as necessary for reconnection of Seller's existing driveways to the proposed roadway facility improvements upon the Property, Purchaser, its agents and contractors, shall not be permitted at any time to be upon or otherwise use or take possession of any portion of the remaining property of Seller not being conveyed herein without prior agreement or permission from Seller.

**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 June 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 "B" 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 June 30, 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 245 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:

Annette W. Kylberg

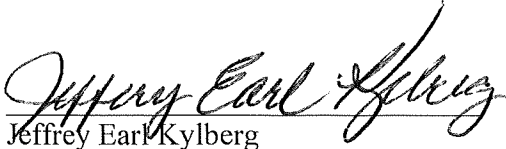
Annette Ward Kylberg

Address: 1977 Palace Drive


New Braunfels, TX 78130

Date: Jun 2, 2022

SELLER:


Jeffrey Earl Kylberg

Date: 6-1-22


Patrick Elton Kylberg

Date: 6/1/22

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 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 1 of 5
July 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF a 5,796 square foot (0.1331 of one acre) parcel of land consisting of two parts out of the L.P Dyches Survey, Abstract No. 171, in Williamson County, Texas, and being out of a called 31.32 acre tract conveyed to Donald H. Kylberg by Warranty Deed dated March 29, 1979, as recorded in Volume 752, Page 229, Deed Records, Williamson County, Texas (D.R.W.C.T.); said 5,796 square foot (0.1331 of one acre) parcel of land being more particularly described in two parts by metes and bounds as follows:

PART 1

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said 31.32 acre Kylberg tract, being at the northeast corner of that tract described as 161.7551 acres (save & except 0.413 of one acre) conveyed to Pulte Homes of Texas, L.P. by Special Warranty Deed dated January 14, 2015, as recorded in Document No. 2015003147, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.);

THENCE S 69°38'48" W, along the south line of said 31.32 acre Kylberg tract and the north line of said 161.7551 acre (save & except 0.413 of one acre) Pulte Homes of Texas tract, a distance of 2,597.11 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet right of Engineer's Baseline Station 125+64.59 and having Surface Coordinates of North=10,239,027.44, East=3,102,026.32;

- 1) **THENCE, S 69°38'48" W**, continuing along the south line of said 31.32 acre Kylberg tract, the north line of said 161.7551 acre (save & except 0.413 of one acre) Pulte Homes of Texas tract, and partially along the north line of the Amending Plat of Sun City Neighborhood Sixty-Four, a subdivision of record in Document No. 2016007743, O.P.R.W.C.T., a distance of **64.37 feet** to a 1/2-inch iron rod found at the southwest corner of said 31.32 acre Kylberg tract, being at the northwest corner of said 161.7551 acre (save & except 0.413 of one acre) Pulte Homes of Texas tract, said Amending Plat of Sun City Neighborhood Sixty-Four subdivision, and being in the existing east right-of-way line of CR 245 (varying width);
- 2) **THENCE, N 21°36'36" E**, along the west line of said 31.32 acre Kylberg tract and the existing east right-of-way line of CR 245, a distance of **225.00 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 245, at the beginning of a curve to the right, and being 67.50 feet right of Engineer's Baseline Station 127+46.01;

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

Page 2 of 5
July 23, 2021

PROPERTY DESCRIPTION FOR PARCEL 6

- 3) **THENCE, 188.22 feet**, along the arc or said curve to the right, having a radius of **1,867.50 feet**, a delta angle of **05°46'29"**, and a chord bearing of **S 06°52'15" W**, along the proposed east right-of-way line of CR 245, crossing said 31.32 acre Kylberg tract, a chord distance of **188.14 feet** to the **POINT OF BEGINNING** and containing 5,683 square feet (0.1305 of one acre) of land, more or less.

PART 2

COMMENCING at a 1/2-inch iron rod found in the north line of said 31.32 acre Kylberg tract, being in the south line of The Final Plat of Planned Unit Development of Sun City Georgetown, Neighborhood Ten-E, a subdivision of record in Document No. 9902298, Official Records, Williamson County, Texas (O.R.W.C.T.), said Neighborhood Ten-E conveyed to Pulte Homes of Texas, LP by Special Warranty Deed dated June 3, 2016, as recorded in Document No. 2016050010, O.P.R.W.C.T.;

THENCE S 68°56'55" W, along the north line of said 31.32 acre Kylberg tract and the south line of said Neighborhood Ten-E and said Pulte Homes of Texas, Inc. tract, a distance of 486.71 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245 at the beginning of a curve to the right, for the **POINT OF BEGINNING**, being 67.50 feet left of Engineer's Baseline Station 131+31.08 and having Surface Coordinates of North=10,239,612.70, East=3,102,033.90;

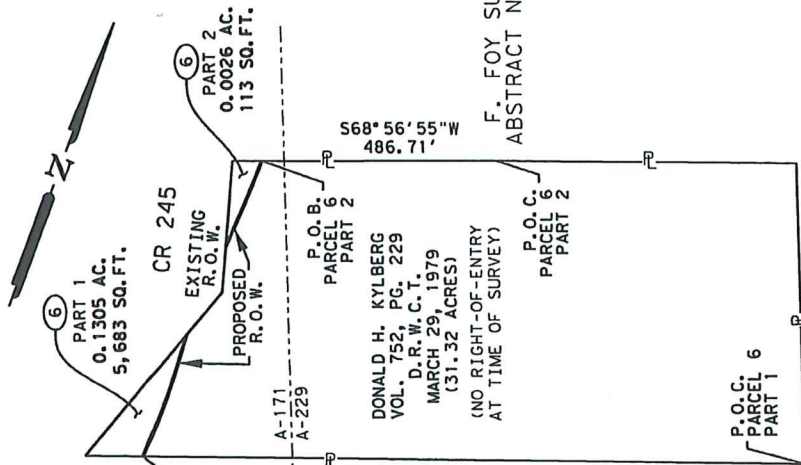
- 1) **THENCE, 32.30 feet** along the arc of said curve to the right, having a radius of **1,867.50 feet**, a delta angle of **00°59'28"**, and a chord bearing of **S 07°46'41" E**, along the proposed east right-of-way line of CR 245, crossing said 31.32 acre Kylberg tract, a chord distance of **32.30 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the west line of said 31.32 acre Kylberg tract, being in the existing east right-of-way line of CR 245, and being 67.50 feet right of Engineer's Baseline Station 130+99.94;
- 2) **THENCE, N 20°27'54" W**, along the west line of said 31.32 acre Kylberg tract and the existing east right-of-way line of CR 245, a distance of **31.44 feet** to a calculated point at the northwest corner of said 31.32 acre Kylberg tract, being at the southwest corner of said Neighborhood Ten-E and said Pulte Homes of Texas tract;

L.P. DYCHES SURVEY
ABSTRACT NO. 171

- LEGEND**
- FOUND IRON ROD (1/2" UNLESS NOTED)
 - CALCULATED POINT, NOT SET
 - △ 1/2" IRON ROD W/ "MCGRAY & MCGRAY"
 - CAP SET (UNLESS NOTED)
 - (XXX) RECORD INFORMATION
 - PROPERTY LINE (OWNERSHIP DIVISION)
 - APPROXIMATE SURVEY LINE
 - DEED LINE (OWNERSHIP IN COMMON)
 - DISTANCE NOT TO SCALE (N.T.S.)
 - POINT OF BEGINNING
 - POINT OF COMMENCEMENT
 - RIGHT-OF-WAY
 - NOT TO SCALE
 - BUILDING SETBACK LINE
 - DEED RECORDS WILLIAMSON COUNTY, TEXAS
 - D.R.W.C.T.
 - O.R.W.C.T.
 - O.P.R.W.C.T.
 - ① PARCEL NUMBER FOR R.O.W. ACQUISITION

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 2129130-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 28, 2021, ISSUED DATE JUNE 11, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
 - G. PEDERNALES ELECTRIC COOPERATIVE, INC. EASEMENT AS DESCRIBED IN VOLUME 643, PAGE 222 DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT
 - H. CHISHOLM TRAIL WATER SUPPLY CORP. EASEMENT AS DESCRIBED IN VOLUME 1107, PAGE 445, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)
 - I. AFFIDAVIT TO THE PUBLIC REGARDING AN ON-SITE SEWAGE FACILITY AS DESCRIBED IN DOCUMENT NO. 2001035553, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - (UNABLE TO PLOT)



F. FOY SURVEY
ABSTRACT NO. 229

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
4. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.



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

7/23/2021

DATE

REVISIONS

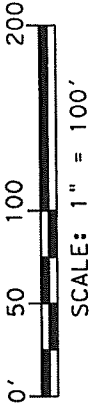
RECORD	ACQUISITION	REMAINING RT
31.32 AC. (1,364,299 SQ. FT.)	TOTAL 0.1331 AC. (5,796 SQ. FT.)	31.19 AC. (1,358,503 SQ. FT.)

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 6

CR 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

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



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
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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 6

CR 245 - FROM R.M. 2338
 TO RONALD REAGAN BLVD.
 WILLIAMSON COUNTY, TEXAS

DATE: JULY 2021 SCALE: 1" = 100'

L.P. DYCHES SURVEY
ABSTRACT NO. 171

MARY STIMKINS LUZIUZ
 DOC. NO. 2007019684
 O.P.R.W.C.T.
 FEBRUARY 19, 2007
 (20 ACRE REMAINDER OF 91.929 ACRES)
 FURTHER DESCRIBED IN
 VOL. 1083, PG. 101
 D.R.W.C.T.

WILLIAMSON COUNTY
 DOC. NO. 2003082496
 O.P.R.W.C.T.
 AUGUST 21, 2003
 (0.545 ACRE)

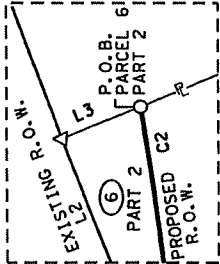
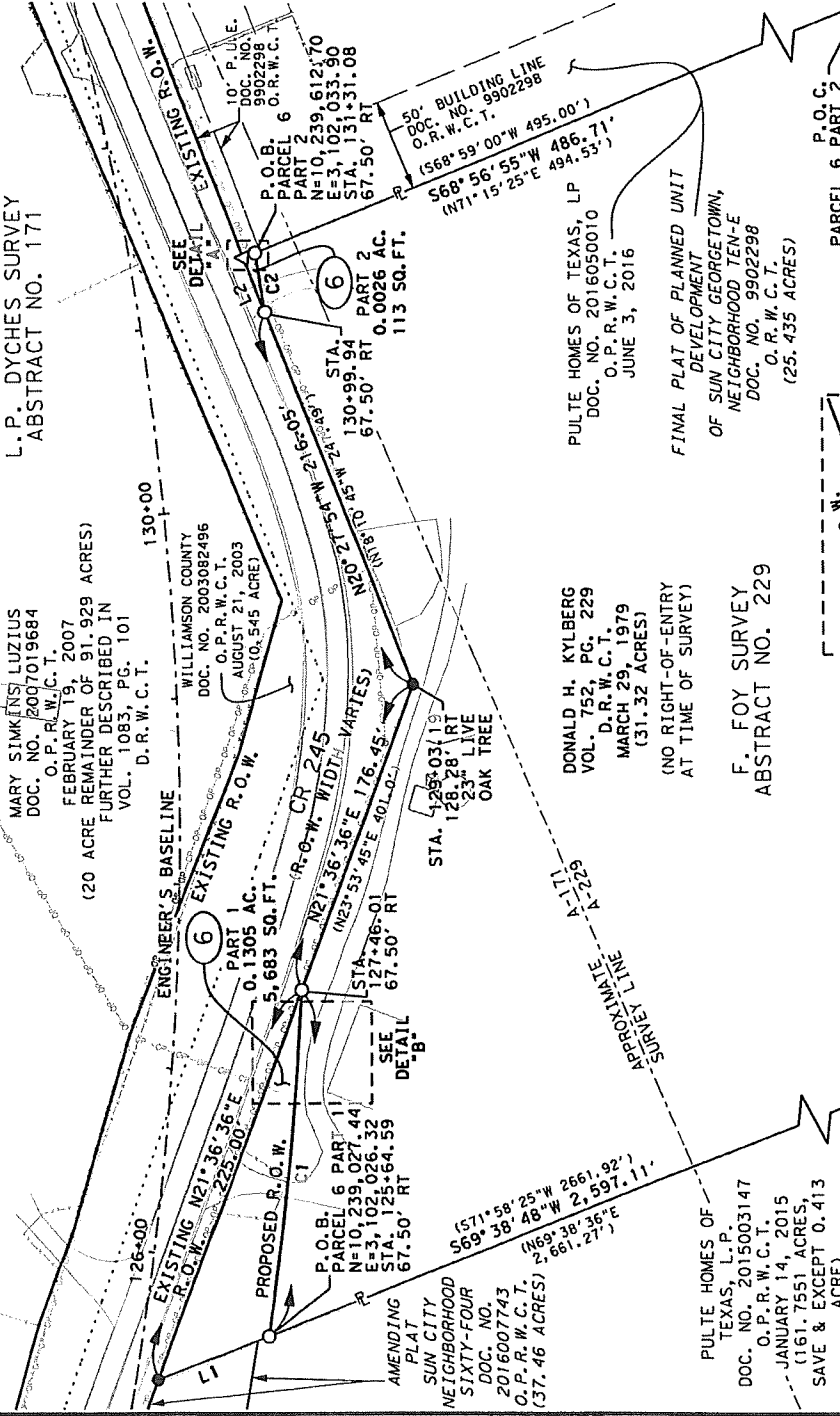
AMENDING
 SUN CITY
 NEIGHBORHOOD
 SIXTY-FOUR
 DOC. NO.
 2016007743
 O.P.R.W.C.T.
 (37.46 ACRES)

DONALD H. KYLBERG
 VOL. 752, PG. 229
 D.R.W.C.T.
 MARCH 29, 1979
 (31.32 ACRES)

PULTE HOMES OF TEXAS, L.P.
 DOC. NO. 2016050010
 O.P.R.W.C.T.
 JUNE 3, 2016

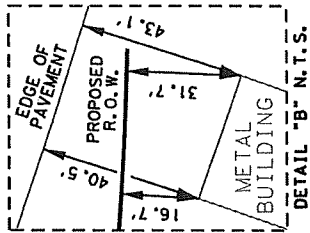
FINAL PLAT OF PLANNED UNIT
 DEVELOPMENT
 OF SUN CITY GEORGETOWN,
 NEIGHBORHOOD TEN-E
 DOC. NO. 9902298
 O.P.R.W.C.T.
 (25.435 ACRES)

F. FOY SURVEY
 ABSTRACT NO. 229
 (NO RIGHT-OF-ENTRY
 AT TIME OF SURVEY)



ENGINEER'S BASELINE CURVE DATA

PI NORTHING	= 10,239,332.27
PI EASTING	= 3,102,120.82
PI STATION	= 128+94.01
DELTA	= 43° 03' 36" (LT)
DEGREE OF CURVE	= 3° 10' 59"
TANGENT	= 710.13'
LENGTH	= 1,352.77'
RADIUS	= 1,800.00'
CHORD BEARING	= N 0° 20' 47" E
CHORD	= 1,321.16'
PC STATION	= 121+83.88
PT STATION	= 135+36.65



LINE TABLE

LINE	BEARING	RADIUS	DELTA	BEARING	CHORD
L1	S69°38'48"W	64.37'	05°46'29"RT	S06°52'15"W	188.14'
L2	N20°27'54"W	31.44'	00°59'28"RT	S07°46'41"E	32.30'
L3	N68°56'55"E	7.10'			

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	188.22'	1,867.50'	05°46'29"RT	S06°52'15"W	188.14'
C2	32.30'	1,867.50'	00°59'28"RT	S07°46'41"E	32.30'

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 245.

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 by, through, or under Grantor, but not otherwise.

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 pages]

GRANTOR:

Annette Ward Kylberg

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

Notary Public, State of Texas

