

REAL ESTATE CONTRACT
CR 258 Right of Way—Parcel 3

THIS REAL ESTATE CONTRACT ("Contract") is made by **LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas** (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, subject to the terms and conditions herein, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

Being a 2.271 acre (98,915 square foot) parcel of land out of the J. B. Robinson Survey, Abstract No. 521, 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 3**);

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", subject to the rights of surface use in favor of any outstanding mineral interest other than Grantor, and except for Permitted Exceptions as described hereinbelow,, 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 ONE HUNDRED SEVENTY THOUSAND THREE HUNDRED TWENTY-FIVE and 00/100 Dollars (\$170,325.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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 Texas National Title Company on or before July 20, 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"). If Seller is unable or unwilling to cure any matters as shown on the Title Commitment and specified by written notice from Buyer to Seller ("Title Objections") Seller shall deliver written notice thereof to Purchaser ("Seller's Title Notice") and Purchaser may either waive the uncured Title Objections and proceed to Closing or terminate this Contract. Any items listed in the Title

Commitment to which Purchaser does not object or although are objected to by Purchaser but subsequently waived after receipt of Seller's Title Notice shall be deemed permitted exceptions ("Permitted Exceptions").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty 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, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable; and
- (b) Any Permitted Exceptions.

The Special Warranty 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)
- (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 August 1, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed CR 258 improvement construction project of Purchaser, and Seller agrees to make any required 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 required by the Contract to complete the Closing of the purchase transaction.

SELLER:

LIBERTY HILL INDEPENDENT SCHOOL
DISTRICT, a public independent school
District and political subdivision of the State
of Texas

By: Steve Swell

Name: STEVE SWELL

Its: Superintendent

Date: 10-20-2022

Address: 301 Forrest Street
Liberty Hill, TX 78642

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

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

EXHIBIT "A"

County: Williamson
Parcel No.: 3
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

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May 26, 2021

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 2.271 ACRE (98,915 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS, AND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.00 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CHING RUTH HSU, RECORDED FEBRUARY 27, 2002 IN DOCUMENT NO. 2002015738, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 2.271 ACRE (98,915 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAI" found 190.45 feet right of County Road 258 (C.R. 258) Engineer's Centerline Station (E.C.S.) 42+61.95 on the south line of the remainder of a called 262.022 acre tract of land, described in a deed to Macnak, LLC, recorded in Document No. 2007083912, O.P.R.W.C.TX., for the northeast corner of a called 94.35 acre tract, described in a deed to Zennie Lien-Fang Wey, recorded in Document No. 2012098011, O.P.R.W.C.TX., same being the northwest corner of said 100.00 acre tract;

THENCE N 65°32'08" E, with the common line of said remainder of a called 262.022 acre tract and said 100.00 acre tract, a distance of 462.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,218,622.32, E=3,069,412.48) set 68.00 feet right of C.R. 258 E.C.S. 51+90.78 on the proposed south right-of-way line of C.R. 258, for the west corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the proposed south right-of-way line of said C.R. 258, continuing with the common line of said 100.00 acre tract and said remainder of a called 262.022 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) N 65°32'08" E, a distance of 793.76 feet to a calculated point,
- 2) N 65°43'01" E, a distance of 343.82 feet to a 1/2-inch iron rod found, and
- 3) N 69°33'31" E, a distance of 224.12 feet to a calculated point on the existing west right-of-way line of C.R. 258, a variable width right-of-way, no record information found, for the northeast corner of said 100.00 acre tract and the parcel described herein, from which a 1/2-inch iron rod found, for the southeast corner of said remainder of a called 262.022 acre tract bears N 70°03'38" E, a distance of 22.40 feet;

THENCE departing the common line of said 100.00 acre tract and said remainder of a called 262.022 acre tract, with the existing west right-of-way line of said C.R. 258, the following four (4) courses and distances numbered 4-8:

- 4) S 28°33'51" W, a distance of 97.02 feet to a 1/2-inch iron rod found,
- 5) S 08°54'49" W, a distance of 33.30 feet to a calculated point on the existing west right-of-way line of C.R. 258, as described in a deed to Williamson County, recorded in Document No. 2002095771, O.P.R.W.C.TX., said point being the beginning of a curve to the left,

EXHIBIT "A"

County: Williamson
Parcel No.: 3
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

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May 26, 2021

- 6) With said curve to the left, an arc distance of 257.11 feet, through a central angle $43^{\circ}16'09''$, having a radius of 340.45 feet, and a chord that bears $S\ 00^{\circ}26'54''\ W$, a distance of 251.04 feet to a 1/2-inch iron rod with a plastic cap stamped "HAYNIE CONSULTING" found, and
- 7) $S\ 21^{\circ}05'55''\ E$, a distance of 35.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 335.08 feet right of C.R. 258 E.C.S. 63+58.69 on the proposed south right-of-way line of said C.R. 258, for the southeast corner of the parcel described herein;

THENCE departing the existing west right-of-way line of said C.R. 258, with the proposed south right-of-way line of said C.R. 258, over and across said 100.00 acre tract, the following five (5) courses and distances numbered 8-12:

- 8) $S\ 68^{\circ}46'24''\ W$, a distance of 20.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 335.07 feet right of C.R. 258 E.C.S. 63+38.48, for the southwest corner of the parcel described herein,
- 9) $N\ 21^{\circ}13'36''\ W$, a distance of 217.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 117.66 feet right of C.R. 258 E.C.S. 63+38.64,
- 10) $N\ 66^{\circ}14'49''\ W$, a distance of 70.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 258 E.C.S. 62+89.01,
- 11) $S\ 68^{\circ}43'58''\ W$, a distance of 635.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 258 E.C.S. 56+53.73, said point being the beginning of a curve to the right, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 3
Highway: C.R. 258
Limits: From: US 183
To: Sunset Ridge

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May 26, 2021

- 12) With said curve to the right, an arc distance of 472.79 feet, through a central angle 08°17'21", having a radius of 3,268.00 feet, and a chord that bears S 72°52'38" W, a distance of 472.38 feet to the **POINT OF BEGINNING**, and containing 2.271 acres (98,915 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, 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, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08° 17' 21" RT	3,268.00'	472.79'	472.38'	S72° 52' 38" W

BRUCE E. NAKFOOR, TRUSTEE
CALLED 20.1865 AC. 2007
RECORDED OCTOBER 4, 2007
DOC NO. 2007085100
O.P.R.W.C. TX.

J.B. ROBINSON SURVEY
ABSTRACT NO. 521

B. MANLOVE SURVEY
ABSTRACT NO. 417

MACNAK, LLC
REMAINDER OF A
CALLED 262.022 AC.
DOC NO. 2007083912
O.P.R.W.C. TX.

C.R. 258
ENGINEER'S CENTERLINE

15' WATER LINE EASEMENT
KVOL 1122, PH. 934
O.P.R.W.C. TX.

PT 56+53.73

N65° 32' 08" E 462.24'

N65° 32' 08" E 793.76'

(2.271 AC.)

MATCH SHEET 5 OF 7

P.O.C.
42+61.95
190.45' RT
W/PCAP
LAT

ENGINEER'S CENTERLINE
CURVE DATA
PT Stg 49+39.12
N = 10,218.556, 28
E = 3,069.49, 47
Δ = 26° 02' 54" (LT)
D = 01' 47' 26"
L = 1,454.82'
R = 3,200.00'
PC Stg 41+98.92
PT Stg 56+53.73

P.O.B.
N = 10,218.622, 32
E = 3,069.412, 48
51+90.78
68.00' RT

CHING RUTH HSU
CALLED 100.00 AC.
RECORDED FEBRUARY 27, 2002
DOC NO. 2002015738
O.P.R.W.C. TX.

PROPOSED ROW

ZENNIE LIEN-FANG WEY
CALLED 94.35 AC.
DOC NO. 2012098011
O.P.R.W.C. TX.

100 0 50 100



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHING RUTH HSU
PARCEL 3
2.271 AC. (98,915 SQ. FT.)

FILE: \\scaming\AUS\PROJECTS\1019049922\100\Survey\03\Exhibits\VP-3\VP-3-Sheet-1.dgn
EXISTING 100.00 AC. ACQUIRE 2.271 AC. REMAINING 97.729 AC. RIGHT

REF. FIELD NOTE NO. 48018
PAGE 4 OF 7

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2033090-KO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 31, 2020, AND ISSUED DATE AUGUST 10, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2002015738 AND 2002015739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

10A. TERMS, CONDITIONS, PROVISIONS, EASEMENTS, RESTRICTIONS, RESERVATIONS AND OTHER MATTERS: DOCUMENT NO. 2002015738 AND 2002015739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

B. EASEMENT:
RECORDED: VOLUME 273, PAGE 585, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: WATER WELL (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT:
RECORDED: VOLUME 298, PAGE 350, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: STATE OF TEXAS
PURPOSE: CHANNEL (DOES NOT AFFECT)

D. EASEMENT:
RECORDED: VOLUME 828, PAGE 114, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: SEMINOLE PIPELINE COMPANY
PURPOSE: PIPELINE (UNABLE TO PLOT, MAY AFFECT)

E. EASEMENT:
RECORDED: VOLUME 1114, PAGE 17, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: CHISHOLM TRAIL WATER SUPPLY CORPORATION
PURPOSE: POTABLE WATER PIPELINE (UNABLE TO PLOT, MAY AFFECT)

F. EASEMENT:
RECORDED: VOLUME 1114, PAGE 63, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: CHISHOLM TRAIL WATER SUPPLY CORPORATION
PURPOSE: POTABLE WATER PIPELINE (UNABLE TO PLOT, MAY AFFECT)

G. EASEMENT:
RECORDED: DOCUMENT NO. 2006010428, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: PEDERNALES ELECTRIC COOPERATIVE, INC.
PURPOSE: ELECTRIC DISTRIBUTION LINE (DOES NOT AFFECT)

H. TERMS, CONDITION, AND STIPULATIONS IN THE PIPELINE EASEMENT AGREEMENT:
RECORDED: DOCUMENT NO. 2016082287, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AS SHOWN ON PLAT)

I. TERMS, CONDITION, AND STIPULATIONS IN THE OIL, GAS AND MINERAL LEASE:
RECORDED: VOLUME 369, PAGE 202, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

J. TERMS, CONDITION, AND STIPULATIONS IN THE OIL, GAS AND MINERAL LEASE:
RECORDED: VOLUME 774, PAGE 596, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

K. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

L. INCLUSION WITHIN THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT:
RECORDED: VOLUME 2675, PAGE 645, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
(SUBJECT TO, IF APPLICABLE)

M. UNRECORDED GRAZING LEASES IN FAVOR OF KENNY POWELL, AS EVIDENCED IN THAT CERTAIN INSTRUMENT RECORDED UNDER DOCUMENT NO. 2016082287, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

N. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

O. RIGHT OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

P. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

Q. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

FILE: \\scm\g\AUS\PROJECTS\1019049922\100A\SURVEY\03EXHIBITS\3-P-3-Sheet-2.dgn REF. FIELD NOTE NO. 48018

EXISTING

100.00 AC.

ACQUIRE

2.271 AC.

REMAINING

97.729 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHING RUTH HSU
PARCEL 3
2.271 AC. (98,915 SQ. FT.)

LEGEND

EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TxDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ◻ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊙ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ▽ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)
- - - PROPOSED TEMPORARY EASEMENT LINE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN. LOCATION OF EASEMENTS SHOWN ARE APPROXIMATE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.
3. C.R. 258 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM AMERICAN STRUCTURE, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2020.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

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

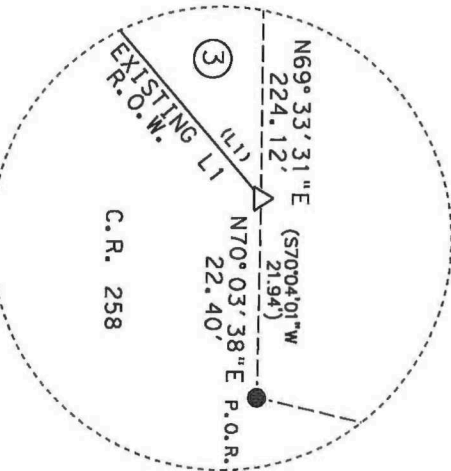
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

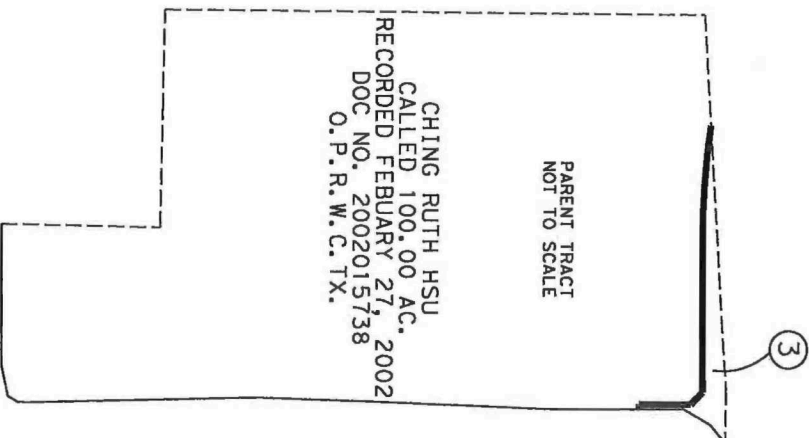
5/26/2021

DIANE ELIZABETH PENNINGTON
CALLED 5.26 AC.
DOC NO. 201705195
O.P.R.W.C.TX.
REMAINDER OF LOT 2
OMER GALLE SUBDIVISION
DOC. NO. 2012011285
O.P.R.W.C.TX.

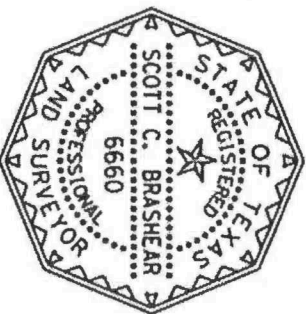
WILLIAMSON COUNTY
DOC NO. 2015069264
O.P.R.W.C.TX.



DETAIL "A"
NOT TO SCALE



CHING RUTH HSU
CALLED 100.00 AC.
RECORDED FEBRUARY 27, 2002
DOC NO. 2002015738
O.P.R.W.C.TX.



FILE: \\scm\gms\PROJECTS\1019049922\100\Survey\03Exhibits\p-3\p-3-Sheet-2.dgn

PAGE 7 OF 7
REF. FIELD NOTE NO. 48018



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHING RUTH HSU
PARCEL 3
2.271 AC. (98,915 SQ. FT.)

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF _____

§

That LIBERTY HILL INDEPENDENT SCHOOL DISTRICT, a school district and governmental instrumentality of the State of Texas, ("GRANTOR"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto WILLIAMSON COUNTY, TEXAS ("GRANTEE") the surface estate of all of the property as described in Exhibit A, which is attached hereto and made a part hereof, by reference for all purposes, together with all and singular, all buildings and improvements thereon, (the "Property"), without warranty of any kind, other than the limited warranty of title further described herein, express or implied, and further subject to the terms, covenants, conditions, reservations, restrictions and exceptions hereinafter stated.

This Deed is subject to: (i) standby fees, taxes and assessments by any taxing authority for any portion of the year 2022 after the date of this Deed and subsequent years and subsequent taxes and assessments by any taxing authority for prior years due to changes in land usage or ownership which directly result for this conveyance, which Grantor assumes and agrees to pay, and (ii) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and all rights, obligations, and other matters arising from and existing by reason of any Williamson County water or utility district.

This Deed is also subject to those exceptions and exclusions further recited in Exhibit B attached hereto and made a part hereof.

Grantor does hereby except and reserve unto Grantor, Grantor's successors and assigns all of the oil, gas, and other minerals owned by Grantor, together with the following rights appurtenant thereto: (i) the right to lease Grantor's interest in the minerals; (ii) the right to receive bonus payments; (iii) the right to receive delay rentals; and (iv) the right to receive royalty. If the mineral estate is subject to existing production or an existing lease, then this reservation shall include the production, the lease, and all benefits therefrom. This reservation also includes any and all future and reversionary interests in the oil, gas, and other minerals that Grantor is

currently entitled to, and/or those that may be otherwise associated with Grantor's interest(s) in the mineral estate in, on, and under the Property. Notwithstanding the above, Grantor and Grantor's successors and assigns hereby waive and convey unto Grantee, Grantee's heirs, successors, and assigns the surface rights associated with mineral interest(s) reserved herein, including the rights of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing the surface of the Property for oil, gas, and other minerals and for removing them from the Property. Grantor and Grantor's successors and assigns agree that all future oil, gas, and mineral leases executed by them shall specifically prohibit any use of the surface of the Property. However, Grantor's waiver of surface rights herein shall not be construed as a waiver of the right of Grantor, Grantor's heirs, successors, assigns, and lessees to explore, develop, or produce the mineral estate herein reserved with wells with surface locations on lands other than the subject Property, including, but not limited to, directional and/or horizontal wells that travel beneath the subject Property, or by pooling its oil, gas, and mineral interests with lands adjoining the Property in accordance with the laws and regulations of the State of Texas.

OTHER THAN ANY LIMITED WARRANTY OF TITLE AS FURTHER DESCRIBED HEREIN, THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR

ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, TO THE EXTENT ALLOWED BY LAW, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.. TO THE EXTENT ALLOWED BY LAW, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantee acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that the Grantor has not made any independent investigation or verification of such information.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TO HAVE AND TO HOLD the above described Property, subject to the aforesaid, together with all and singular the rights and appurtenances thereto in any manner belonging unto the said GRANTEE, its successor and 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.

EXECUTED this ____ day of _____, 202__.

ATTEST: _____ INDEPENDENT SCHOOL
DISTRICT

By: _____
Board Secretary
Trustees

By: _____
President of the Board of

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed in the capacity therein stated, and as the act and deed of said _____ INDEPENDENT SCHOOL DISTRICT, as authorized pursuant to action of the Board of Trustees on _____, 20____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 202__, to certify which witness my hand and official seal.

[Seal]

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
AFTER RECORDING RETURN TO:

EXHIBIT A
DESCRIPTION OF PROPERTY

EXHIBIT B
PERMITTED EXCEPTIONS