

REAL ESTATE CONTRACT

County Road 401/404 Right of Way—Parcel 11

THIS REAL ESTATE CONTRACT ("Contract") is made by **BEVERLEY ANN GRACE** (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:

All of that certain 0.279 acre (12,156 sq. ft.) tract of land out of the H. T. and B.R.R. Co. Survey No. 3, ABSTRACT NO. 317, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 11**);

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" shall be the sum of NINETY-SEVEN THOUSAND TWO HUNDRED FIFTY and 00/100 Dollars (\$97,250.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds 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 Longhorn Title Company on or before July 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 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.

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 July 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 401/404 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.

[signature page follows]

SELLER:

Beverley Ann Grace
Beverley Ann Grace

Address: 3457 County Road 404
Taylor, Texas 76574

Date: July 5, 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
Parcel No.: 11
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 1 of 6
May 24, 2022

PROPERTY DESCRIPTION FOR PARCEL 11

DESCRIPTION OF A 0.279 ACRE (12,156 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.Y. & B.R.R. CO. SURVEY NO. 7, ABSTRACT NO. 315, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 75 ACRE TRACT OF LAND, BEING THE WEST 1/2 OF A 150 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO TONY DANIEL MICHALIK, RECORDED OCTOBER 17, 1960 IN VOLUME 440, PAGE 579, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.279 ACRE (12,156 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 5/8-inch iron rod with a plastic cap stamped "BRYAN TECH SERVICES" found 68.85 feet left of County Road 404 (C.R. 404) Engineer's Centerline Station (E.C.S.) 228+30.41 on the existing north right-of-way line of C.R. 404, a variable width right-of-way, as described to Williamson County in Volume 361, Page 175, D.R.W.C.TX., for the southeast corner of a called 2.00 acre tract of land, described in a deed to Bethany Fritz Grissom and husband, Russel Lane Grissom, recorded in Document No. 2015010250, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being an interior corner of a remainder of a called 149.15 acre tract of land, described in a deed to Christopher Henry Fritz, a single person, recorded in Document No. 2017012204, O.P.R.W.C.TX., from which a 5/8-inch iron rod with a plastic cap stamped "BRYAN TECH SERVICES" found, for the northeast corner of said 2.00 acre tract bears N 07°49'03" E, a distance of 53.26 feet;

THENCE, with the existing north right-of-way line of said C.R. 404, the following two (2) courses and distances:

S 82°10'57" E, a distance of 117.25 feet to a calculated point, for the southwest corner of said 75 acre tract, same being the southeast corner of said remainder of a called 149.15 acre tract, and

S 82°23'06" E, a distance of 780.52 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,978.90, E=3,205,709.62) set 71.75 feet left of C.R. 404 E.C.S. 237+28.17 on the proposed west right-of-way line of C.R. 404, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the existing north right-of-way line of said C.R. 404, with the proposed west right-of-way line of said C.R. 404, over and across said 75 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) N 07°27'37" E, a distance of 502.97 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 574.71 feet left of C.R. 404 E.C.S. 237+24.96, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right,
- 2) With said curve to the right, an arc distance of 121.34 feet, through a central angle 02°20'13", having a radius of 2,975.00 feet, and a chord that bears N 08°37'43" E, a distance of 121.33 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 696.03 feet left of C.R. 404 E.C.S. 237+26.65, for the northwest corner of the parcel described herein, and

EXHIBIT "A"

County: Williamson
Parcel No.: 11
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 2 of 6
May 24, 2022

- 3) N 32°19'03" E, a distance of 50.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 741.75 feet left of C.R. 404 E.C.S. 237+47.48 on the existing west right-of-way line of Farm to Market Road 973 (F.M. 973), a 200 foot wide right-of-way, as depicted in CSJ No. 2295-01-007, dated 1992, described in Volume 1745, Page 823, D.R.W.C.TX., for the northeast corner of the parcel described herein, said point being the beginning of a curve to the left, from which a 1/2-inch iron rod found on the existing west right-of-way line of said F.M. 973 bears with a curve to the right, an arc distance of 1,744.39 feet, through a central angle 33°42'40", having a radius of 2,964.79 feet, and a chord bearing N 27°35'47" E, a distance of 1,719.34 feet;

THENCE, departing the proposed west right-of-way line of said C.R. 404, with the existing west right-of-way line of said F.M. 973, the following two (2) courses and distances numbered 4-5:

- 4) With said curve to the left, an arc distance of 170.40 feet, through a central angle 03°17'35", having a radius of 2,964.79 feet, and a chord that bears S 09°05'40" W, a distance of 170.38 feet to a Type I concrete monument found broken, for an angle corner of the parcel described herein, and
- 5) S 07°26'52" W, a distance of 499.60 feet to a calculated point on the existing north right-of-way line of said C.R. 404, for the southeast corner of said 75 acre tract and the parcel described herein;

INTENTIONALLY LEFT BLANK

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°49'03"E	53.26'

CHRISTOPHER HENRY FRITZ,
A SINGLE PERSON
REMAINDER OF A
CALLED 149.15 AC.
DOC. NO. 2017012204
O.P.R.W.C. TX.

BETHANY FRITZ GRISSOM AND
HUSBAND, RUSSELL LANE GRISSOM
CALLED 2.00 AC.
DOC. NO. 2015010250
O.P.R.W.C. TX.

C.R. 404
ENGINEER'S CENTERLINE

WILLIAMSON COUNTY
VOL. 361, PG. 175
D.R.W.C. TX.

EXISTING ROW

S82°10'57"E
117.25'

P.O.R.
5/8" W/PCAP "BRYAN TECH SERVICES"
228+30.41
68.85' LT

232+00 S82°10'24"E
1,506.92' 230+00

EXISTING ROW C.R. 404
(VARIABLE WIDTH R.O.W.)

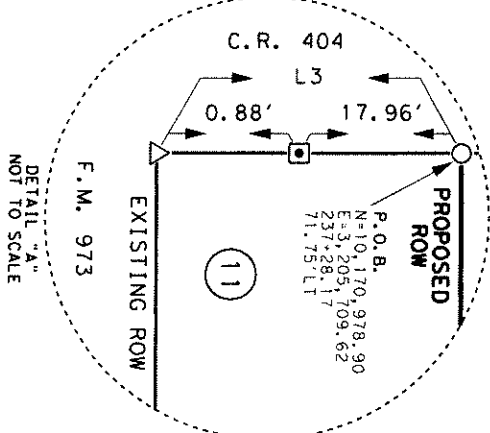
S82°23'06"E 780.52'
(S80°E 2,267')

INGRESS/EGRESS EASEMENT
VOL. 2243, PG. 510
O.R.W.C. TX.

BEVERLEY ANN GRACE AND
HUSBAND CRAIG THOMAS GRACE
CALLED 0.35 AC
VOL. 697, PG. 920
D.R.W.C. TX.

TONY DANIEL MICHALIK
RECORDED OCTOBER 17, 1960
CALLED 75 AC.
WEST 1/2 OF 150 AC.
VOL. 440, PG. 579
D.R.W.C. TX.

H.Y. & B.R.R. CO NO. 315
SURVEY NO. 7, ABSTRACT NO.



MATCH SHEET 5 OF 6

FILE: \\saminc\AUS\PROJECTS\1020058261\100\Survey\03Exhibit\11\PLAT000P-11-1.dgn
EXISTING 75.000 AC. ACQUIRE 0.279 AC. REMAINING 74.721 AC. LEFT
PAGE 4 OF 6
REF. FIELD NOTE NO. 48935



WILLIAMSON COUNTY, TEXAS

SAM

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
TONY DANIEL MICHALIK
PARCEL 11
0.279 AC. (12,156 SQ. FT.)

EXHIBIT "A"

MATCH SHEET 4 OF 6

WILLIAMSON COUNTY
VOL. 361, PG. 175
D. R. W. C. TX.

S82°10'24"E
1,506.92'

C.R. 404
ENGINEER'S CENTERLINE

238+00

235+00

C.R. 404
(VARIABLE WIDTH R.O.W.)

S82°23'06"E 780.52'
(S80°E 2,267')

EXISTING ROW

P.O.B.
N=10.170, 978.90
E=3.205, 709.62
237+28.17
71.75' LT

(11) (0.279 AC.)

TONY DANIEL MICHALIK
RECORDED OCTOBER 17, 1960
CALLED 75 AC.
WEST 1/2 OF 150 AC.
VOL. 440, PG. 579
D. R. W. C. TX.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°20'13"RT	2,975.00'	121.34'	121.33'	N08°37'43"E
C2	33°42'40"RT	2,964.79'	1,744.39'	719.34'	N27°35'47"E
(C2)		(2,964.79')	(1,441.23')	(1,427.08')	(N22°48'34"E)
C3	03°17'35"LT	2,964.79'	170.40'	170.38'	S09°05'40"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N32°19'03"E	50.24'
L3	N82°23'06"W	18.84'

H.Y. & B.R.R. CO
SURVEY NO. 7. ABSTRACT NO. 315

EXISTING ROW
S07°26'52"W 499.60'
F.M. 973
(200' WIDE R.O.W.)
CSJ NO. 2295-01-007
DATED 1992

PROPOSED ROW

N07°27'37"E 502.97'
(N08°53'E 500.79')

VOL. 1745, PG. 823
D. R. W. C. TX.

BROKEN

*237+24.96
574.71' LT

*237+26.65
696.03' LT

237+47.48
741.75' LT

P.O.R.

Z



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

FILE: \\saminc\LAUS\PROJECTS\1020058261B\100\Survey\03\Exhibits\11\PLAT\00P-11-2.dgn
EXISTING 75.000 AC. ACQUIRE 0.279 AC. REMAINING 74.721 AC. LEFT

PAGE 5 OF 6

REF. FIELD NOTE NO. 48935

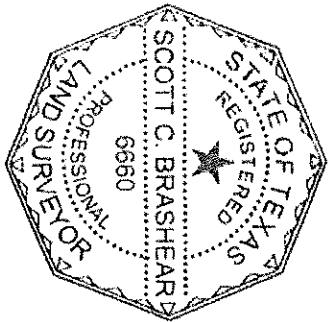
SAM

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
TONY DANIEL MICHALIK
PARCEL 11
0.279 AC. (12,156 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- TYPE 1 CONCRETE MONUMENT FOUND
- ⊙ 1XDOT TYPE 11 BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ⊙ 800 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)



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 1.00012352. 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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAN TITLE INSURANCE COMPANY OF NO. 612200575, EFFECTIVE DATE FEBRUARY 23, 2022, AND ISSUED DATE MARCH 4, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB, SCHEMATIC RECEIVED BY SAM, LLC, IN AUGUST, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.
- ** UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

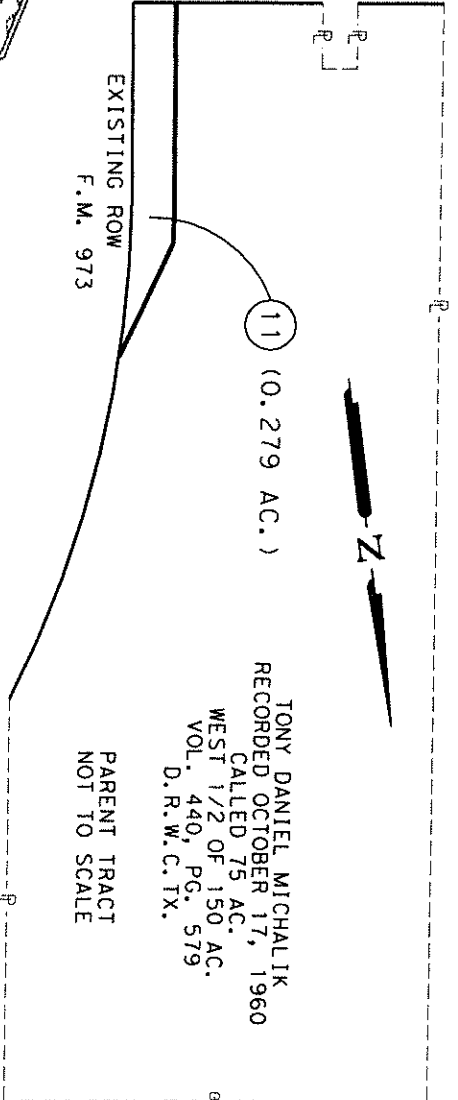
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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

DATE

5/24/22

EXHIBIT "A"



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 612200575, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 23, 2022, AND ISSUED DATE MARCH 4, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT AND RIGHT OF WAY DATED MARCH 19, 1937, EXECUTED BY JOHN K. POKORNY AND MERI POKORNY TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 288, PAGE 46, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

B. RIGHT OF WAY EASEMENT DATED JUNE 25, 1982, EXECUTED BY TONY D. MICHALIK TO MANVILLE WATER SUPPLY CORP., RECORDED IN VOLUME 925, PAGE 678, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT AGREEMENT DATED JANUARY 5, 1993, EXECUTED BY TONY DANIEL MICHALIK TO CRAIG THOMAS GRACE AND BEVERLY ANN GRACE, RECORDED IN VOLUME 2243, PAGE 510, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

D. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.

E. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, 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 MINERALS THAT ARE NOT LISTED.

F. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

G. RIGHTS OF PARTIES IN POSSESSION.

H. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

FILE: \\somin\cnaus\PROJECTS\1020058261B\100\SURVEY\03EXHIBIT\11\PLAT\100P-11.2.dgn

EXISTING 75.000 AC. ACQUIRE 0.279 AC. REMAINING 74.721 AC. LEFT

PAGE 6 OF 6

REF. FIELD NOTE NO. 48935

SAM

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
TONY DANIEL MICHALIK
PARCEL 11
0.279 AC. (12,156 SQ. FT.)

EXHIBIT "B"

Parcel 11

DEED

County Road 401/404 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 **BEVERLEY ANN GRACE**, not joined by my spouse as the Property conveyed herein is my sole and separate property and forms no part of my homestead either owned or occupied, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.279 acre (12,156 sq. ft.) tract of land out of the H.Y. & B.R.R. CO. SURVEY NO. 7, ABSTRACT NO. 315 Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached.

(Parcel 11)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or its successors or assigns, 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 401/CR 404.

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 5th day of July, 2022.

[signature pages follow]

GRANTOR:


Beverley Ann Grace

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Beverley Ann Grace, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
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: