

**REAL ESTATE CONTRACT**  
CR 245 Right of Way

State of Texas  
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BLUE HAVEN PARTNERS, LTD., (referred to in this Contract as "Seller", whether one or more) and the COUNTY OF WILLIAMSON (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

(a) By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.403 acre tract of land, more or less, being out of the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein;

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 and fixtures situated on and attached to the Property described in Exhibit "A", for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

(b) By this Contract, Purchaser agrees that upon the opening to traffic of the proposed CR 245 roadway improvements which Purchaser contemplates constructing upon the Property described in Exhibit "A", Purchaser shall transfer and agrees to quitclaim all right and interest, and Seller agrees to receive any and all of Purchaser's interest, in and to the tract of land described as follows:

All of that certain 0.758 of an acre (33,018 square feet) tract of land, more or less, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson Texas; said tract being the existing CR 245 right of way which Purchaser intends to abandon and no longer use for roadway purposes, and as more particularly shown in Exhibit "B" attached hereto and incorporated herein, together with any improvements or fixtures situated on or attached to the said property ("Reconveyed Property"). The exact size of the Reconveyed Property shall be determined by metes and bounds prior to completion of this transfer.

Purchaser further agrees that it shall cause any existing roadway improvements upon the Reconveyed Property to be obliterated, and the surface revegetated, prior to completion of the abandonment contemplated herein. Purchaser's obligations under this provision shall survive the closing of this Contract.

## **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 THREE HUNDRED TWENTY NINE THOUSAND SEVEN HUNDRED TWENTY FIVE and 24/100 Dollars (\$329,725.24).

2.01.1. Purchaser shall receive a credit towards the purchase price of ONE HUNDRED FOUR THOUSAND AND SIX and 70/100 Dollars (\$104,006.70) (the "Credit") as consideration for conveyance of the Reconveyed Property.

The net Purchase Price due and owing to Seller at closing shall be the amount of TWO HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED EIGHTEEN and 54/100 Dollars (\$225,718.54).

2.01.2. As additional compensation Purchaser shall pay the amount of TWENTY EIGHT THOUSAND TWO HUNDRED SIXTY and 00/100 Dollars (\$28,260.00) as payment for any improvements, replacement of any fencing, payment for replacement of a water tap/meter on the remaining property of Seller, or any other damages or cost to cure or reconfigure the remaining property of Seller.

### Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the closing.

### Special Provisions

2.03. **SELLER'S FENCE RELOCATION/REPLACEMENT OBLIGATION:** As an obligation which shall survive the closing of this transaction, by execution of this Contract Seller agrees that it shall either (1) within 60 days after receiving notice from Purchaser to remove any improvements on the Property , or on or before other date agreed to between Seller and Purchaser in writing, complete the construction of any fencing along the new right of way line which is necessary to contain any livestock or other animals within the remaining property of Seller and prevent them from entering the purchased Property; or (2) within 30 days after receiving notice of Purchaser's intent to begin construction of the proposed CR 245 improvements on the Property shall remove, relocate, or otherwise fence or restrain all livestock or other animals on the remaining property of Seller in such a manner not to interfere with either the removal of any existing fencing on the Property or the construction of the proposed CR 245 improvements on the Property until such time as the new boundary lines are fenced by Seller in a manner adequate to contain livestock on the remaining property of Seller. After the expiration of the fence replacement period or livestock relocation notice period provided herein any fencing still located upon the Property purchased herein is subject to immediate removal by Purchaser. Seller further agrees to restore any currently existing access gates or other entry points used by any utility company having an easement interest in and to the remaining property of Seller.

2.04. As an obligation which shall survive the Closing of this transaction, Seller shall be allowed to remove any trees from the Property within 30 days after receiving notice of Purchaser's intent to begin construction of the proposed CR 245 improvements on the Property. After the expiration of the tree removal period any remaining trees or other vegetation are subject to immediate removal by Purchaser. By executing this Contract Seller agrees to release, indemnify and hold Purchaser harmless from any claims or injuries to any third parties arising out of Seller's, its agents, contractors or assigns use of the Property after the Closing as set out herein.

2.05. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that if it has not awarded a contract for the construction of the proposed CR 245 improvements on the Property within five (5) years after the Closing of this transaction, then the Credit amount shall be paid to Seller by Purchaser.

### **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 knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than 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 American Title Company on or before March 25th, 2011, 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 Williamson County a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions:

- (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.
- (d) Any items listed on Schedule B of the title commitment obtained by Purchaser.

The deed to Williamson County shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Quitclaim Deed for the Reconveyed Property shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's fee simple title 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
- (3) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (1) 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. Agricultural roll-back taxes, if any, 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 respectively.

### **ARTICLE VI ESCROW DEPOSIT**

For the purpose of securing the performance of Purchaser under the terms and provisions of this Contract, Purchaser has delivered to Title Company the sum of Five Hundred Dollars (\$500.00), the Escrow Deposit, which shall be paid by the title company to Seller in the event Purchaser breaches this Contract as provided herein. At the closing, the Escrow Deposit shall be paid over to Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Purchaser shall have given written notice to the title company that one or more of the conditions to its obligations set forth in Article III have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article III, then the Escrow Deposit shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VII 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 shall be forthwith returned by the title company to Purchaser.

### **ARTICLE VIII 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 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.

## **ARTICLE IX MISCELLANEOUS**

### Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

9.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

9.09 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

9.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioner's Court, which date is indicated beneath the Judge's signature below.

Counterparts

9.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile may be considered effective as originals for purposes of this Contract.

**SELLER:**

BLUE HAVEN PARTNERS, LTD.

By: B. H. Smith

Its: General Partner

Date: 02242011

Address: 1612 Thornridge K

Austin, TX 78758

**PURCHASER:**

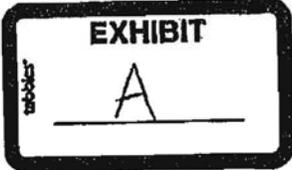
County of Williamson

By:

  
\_\_\_\_\_  
Dan A. Gattis, County Judge

Date: 2-16-11

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



LEGAL DESCRIPTION FOR WILLIAMSON COUNTY, TEXAS

County Road 245 Right-of-Way -- Blue Haven Partners, Ltd.

BEING 2.403 acres (104,668 Square Feet) of land, situated in the Lewis P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, said land being a portion of that certain tract of land, called 91.929 acres, as conveyed to Blue Haven Partners, Ltd., by deed recorded as Document No. 2000007405 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of July, 2010, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

Beginning for Reference at an iron pin found on the west line of County Road No. 245, marking the most easterly corner of the above-referenced 91.929 acre Blue Haven Partners, Ltd., tract, being the most southerly corner of that certain tract of land, called 19.99 acres, as conveyed to Newchurch Georgetown, Inc. by deed recorded as Document No. 2005025255 of the Official Public Records of Williamson County, Texas;

THENCE, along the said west line of County Road No. 245, being the east line of the said 91.929 acre Blue Haven Partners, Ltd., tract, S 22°02'15" W, 211.28 feet to an iron pin set for the northerly corner and Point of BEGINNING hereof;

THENCE, along the said west line of County Road No. 245, S 22°02'30" W, 561.44 feet to an iron pin set for a southeasterly corner hereof;

THENCE, along a curve to the right (Radius=1,660.00 feet, Long Chord bears S 44°30'30" W, 25.42 feet), an arc distance of 25.43 feet to an iron pin set; S 44°57'00" W, 583.75 feet to an iron pin set; and S 0°03'00" E, 70.71 feet to an iron pin set on the new northeast line of Ranch to Market Highway No. 2338, being the northeast line of that certain tract of land, called 4.486 acres, as conveyed to the State of Texas by deed recorded as Document No. 2010000623 of the Official Public Records of Williamson County, Texas, for the most southerly corner hereof;

THENCE, along the said new northeast line of Ranch to Market Highway No. 2338, N 45°03'00" W, 220.00 feet to an iron pin set for the most westerly corner hereof;

THENCE, N 89°57'00" E, 70.71 feet to an iron pin set; N 44°57'00" E, 583.75 feet to an iron pin set at the beginning of a curve to the left (Radius=1,540.00 feet, Long Chord bears N 34°38'00" E, 551.50 feet), and along the said curve for an arc distance of 554.49 feet to the Place of BEGINNING and containing 2.403 acres (104,668 Square Feet) of land.

STATE OF TEXAS )  
COUNTY OF WILLIAMSON ) KNOW ALL MEN BY THESE PRESENTS

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon is correct, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 17th day of August, 2010, A.D.

  
Brian F. Peterson  
Registered Professional Land Surveyor, No. 3697



STEGEN BIZZELL  
1978 S. Austin Ave  
Georgetown, TX 78628  
(512) 830-9412

SURVEY PERFORMED FOR WILLIAMSON COUNTY, TEXAS, RIGHT-OF-WAY ACQUISITION  
 IMPROVEMENT SURVEY OF A PORTION OF THE BLUE HAVEN PARTNERS, LTD. TRACT SITUATED IN THE  
LEWIS P. DYCHES SURVEY, ABSTRACT No. 171,  
 OF RECORD IN DOC. NO. 2000007405 OF THE OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY TEXAS.

PERIMETER DESCRIPTION: X ATTACHED NOT REQUIRED

SCALE: 1"=200'



19.99 AC  
 NEWCHURCH  
 GEORGETOWN, INC.  
 2005025255

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,660.00'	25.43'	S 44° 30' 30" W	25.42'	0° 52' 39"
C2	1,540.00'	554.49'	N 34° 38' 00" E	551.50'	20° 37' 47"

CODE	BEARING	DISTANCE
L1	N 81° 04' 45" E	57.27'
L2	S 00° 03' 00" E	70.71'
L3	N 88° 57' 00" E	70.71'

**LEGEND**

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- TY I MONUMENT FOUND
- ⊕ 1/2" IRON ROD FOUND (TO BE REPLACED WITH TXDOT TY II MONUMENT)
- ⊗ 1/2" IRON ROD SET (TO BE REPLACED WITH TXDOT TY II MONUMENT)
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ( ) RECORD INFORMATION

LEWIS P. DYCHES SURVEY  
 ABSTRACT No. 171

104,668 SF  
 2.403 AC

1013.527 AC  
 SOMERSET HILLS, LTD.  
 2004098880

91.929 AC  
 BLUE HAVEN PARTNERS, LTD.  
 2000007405

4.486 AC  
 STATE OF TEXAS  
 2010000623

STATE OF TEXAS  
 416/57

RM 2338

I, BRIAN F. PETERSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION ON THE 12TH DAY OF JULY, 2010. THE PROPERTY PLATED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, UTILITY LINES OR ROADS IN PLACE HEREON.



BASIS OF BEARING:  
 GPS OBSERVATION,  
 TEXAS STATE PLANE,  
 CENTRAL ZONE



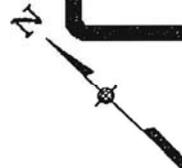
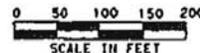
**STEGER BIZZELL**

ADDRESS: 1878 B. AUSTIN AVENUE | DUNCANVILLE, TX 75008  
 PHONE: 817.996.6418 | FAX: 817.996.6418 | WWW.STEGERBIZZELL.COM  
 SERVICE: PHOTOGRAPHIC | PLANNING | SURVEYING

JOB NO. 20863

**EXHIBIT**

**B**



1013.527 AC  
SOMERSET HILLS, LTD.  
2004098880

104,668 SF  
2.403 AC

33,020 SF  
0.758 AC

87,251 SF  
2.003 AC

91.929 AC  
BLUE HAVEN PARTNERS, LTD.  
2000007405

4.486 AC  
STATE OF TEXAS  
2010000623

PROPOSED  
RIGHT-OF-WAY

RM 2338

STATE OF TEXAS  
416/57

EXISTING RIGHT-OF-WAY

GABRIEL  
WOODS

**CR 245 REALIGNMENT  
APPROXIMATE ACQUISITION  
AND REMAINDER AREAS**

**STEGER BIZZELL**

ADDRESS	13728 ALJEM AVENUE	GEORGETOWN, TX 75248
PHONE	512 633 4412	TELEFAX 512 633 4411
WEBSITE	WWW.STEGERBIZZELL.COM	
INDUSTRIES	PLANNERS	INSURANCE

JOB NO. **20863** 1/31/11



Grantors reserve all of the oil, gas and other minerals in and under the land herein conveyed but waive 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 and water 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, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the premises 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 Grantors do hereby bind ourselves, our 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 Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**GRANTOR:**

BLUE HAVEN PARTNERS, LTD.

By: \_\_\_\_\_

Inc: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

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

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas

**GRANTEE'S MAILING ADDRESS:**

Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78664

**AFTER RECORDING RETURN TO:**



**QUITCLAIM DEED**  
CR 245 Abandoned Right of Way

**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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** \_\_\_\_\_, 201\_\_\_\_

**Grantor:** COUNTY OF WILLIAMSON, TEXAS,  
a political subdivision of the State of Texas

**Grantor's Mailing Address (including county):**

WILLIAMSON COUNTY  
c/o COUNTY JUDGE  
WILLIAMSON COUNTY COURTHOUSE  
GEORGETOWN, TEXAS 78626  
WILLIAMSON COUNTY

**Grantee:** BLUE HAVEN PARTNERS, LTD.

**Grantee's Mailing Address (including county):**

BLUE HAVEN PARTNERS, LTD.  
1612 Thornridge Road  
Austin, Texas 78758  
TRAVIS COUNTY

**CONSIDERATION:** TEN AND NO/100 DOLLARS and other good and valuable consideration.

**PROPERTY (including any improvements):**

Being a 0.351 acre tract of land, more or less, out of the Lewis P. Dyches Survey, Abstract No. 171; and being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated by reference herein for all purposes.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the Property or any part of it.

This transfer is made subject to any easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

When the context requires, singular nouns and pronouns include the plural.

Grantee is purchasing the property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Property by the Grantor. Grantee is purchasing or receiving the Property based solely upon its inspection and no representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Grantor to Grantee. Grantor warrants only title to the Property as set forth in this deed.

WILLIAMSON COUNTY

By: 

Dan A. Gattis  
Williamson County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by DAN A. GATTIS, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, Texas 78664

**AFTER RECORDING RETURN TO:**