# REAL ESTATE CONTRACT CR 258 Right of Way—Parcel 18

THIS REAL ESTATE CONTRACT ("Contract") is made by STEVEN D. STEWART and JUDY S. STEWART (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(s) of land described as follows:

All of that certain 0.008 acre (approximately 377 Sq. Ft.) in the B. Manlove Survey, Abstract No. 417, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 18)

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, any improvements thereon, and any damage or cost of cure for the remaining Property of Seller shall be the sum of FIVE THOUSAND FOUR HUNDRED TEN and 00/100 Dollars (\$5,410.00).

#### Payment of Purchase Price

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

#### **Special Provisions**

- 2.03. As additional compensation for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct one (1) replacement concrete driveway connection between the proposed County Road 258 roadway improvements and the remaining property of Seller, and one (1) replacement mailbox structure within the Property acquired herein. The driveway and mailbox will be constructed as part of the CR 258 construction project at the sole expense of Purchaser, and shall be built in the locations and according to the material, design, notes and specifications as set out in the plan sheets attached hereto as Exhibit "B". Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.
- 2.04. By execution of this contract Purchaser further agrees that Seller may relocate or replace the existing single post mounted gate control keypad within the right of way Property being acquired herein, with the same or similar single pole mounting, and at a location that shall not be closer than twenty (20) feet from the edge of the completed CR 258 roadway pavement (including shoulder) as shown in the plans attached as Exhibit "B", or at other location that is agreed to between the parties and approved by Purchaser prior to installation.

# 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 American Title Company on or before June 30<sup>th</sup>, 2015, 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 liens and restrictions, except for the following:
  - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
  - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
  - (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, 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. 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 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.

**SELLER:** 

Liborty HilliTX 78642

Fleutett Address: 2709 C12258
Liberty Hill. TX 781042

## PURCHASER:

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis County Judge

Date: 08-14-2015

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

#### **EXHIBIT "A"**



P. O. Box 324 Cedar Park, Texas 78630-0324 (512) 259-3361 T.B.P.L.S. Firm No. 10103800

0.008 ACRE RIGHT-OF-WAY PARCEL NO. 18 STEVEN D. STEWART AND JUDY S. STEWART B. MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.008 ACRES (APPROXIMATELY 377 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, KIRK ACRES, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2003078950, ALSO RECORDED UNDER CABINET X, SLIDES 371-372 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO STEVEN D. STEWART AND JUDY S. STEWART IN A GENERAL WARRANTY DEED DATED NOVEMBER 20, 2012 AND RECORDED IN DOCUMENT NO. 2012102851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.008 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the existing north right-of-way line of County Road 258 (right-of-way width varies) for the southeast corner of said Lot 3 and the southeast corner of the herein described tract of land, being also the southwest corner of Lot 2 of said Kirk Acres, from which a 1/2" Iron rod found in the existing north right-of-way line of County Road 258 at the southeast corner of said Lot 2 bears North 80°51'06" East, a distance of 137.41 feet;

THENCE with the existing north right-of-way line of County Road 258, being the south line of said Lot 3, the following two (2) courses and distances:

- 1. South 80°51'06" West, a distance of 57.29 feet to a 1/2" iron rod found with "CCC 4835" cap found;
- 2. With a curve to the left, having a radius of 765.00 feet, a delta angle of 02°22'05", an arc length of 31.62 feet, and a chord bearing South 79°40'54" West, a distance of 31.62 feet to a 1/2" iron rod with "Walker 5283" cap set in the proposed north right-of-way line of County Road 258 for the west corner of the

herein described tract of land, from which a 1/2" iron rod found at an angle point in the existing north right-of-way line of County Road 258, at the southwest corner of said Lot 3, being also in the east line of a 30.819 acre tract described in Volume 840, Page 771 of the Deed Records of Williamson County, Texas bears with a curve, to the left, having a radius of 765.00, a delta angle of 02°54′55", an arc length of 38.93 feet and a chord bearing South 77°02′24" West, a distance of 38.92 feet;

THENCE crossing said Lot 3, with the proposed north right-of-way line of County Road 258, with a curve to the right, having a radius of 660.09 feet, a delta angle of 07°39'57", an arc length of 88.32 feet, and a chord bearing North 76°01'16" East, a distance of 88.25 feet to a 1/2" iron rod with "Walker 5283" cap set in the east line of said Lot 3, being the west line of said Lot 2 for the northeast corner of the herein described tract of land, from which a 1/2" iron rod found at a common corner of said Lots 2 and 3 bears North 17°12'45" West, a distance of 809.03 feet;

THENCE South 17°12'45" East, with the east line of said Lot 3, being the west line of said Lot 2, a distance of 6.85 feet to the **POINT OF BEGINNING**, containing 0.008 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075029-PARCEL 18.

Charles G. Walker

Date

M. 11.26.14

Registered Professional Land Surveyor

State of Texas No. 5283

Walker Texas Surveyors, Inc.

T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.008 ACRES (APPROXIMATELY 377 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, KIRK ACRES, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2003078950, ALSO RECORDED UNDER CABINET X, SLIDES 371-372 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO STEVEN D. STEWART AND JUDY S. STEWART IN A GENERAL WARRANTY DEED DATED NOVEMBER 20, 2012 AND RECORDED IN DOCUMENT NO. 2012102851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

#### LEGEND

O 1/2" IRON ROD WITH "WALKER 5283" CAP SET

1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)

●CCC 1/2" IRON ROD WITH "CCC 4835" CAP FOUND

△ CALCULATED POINT

D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

( ) RECORD INFORMATION

LINE TABLE					
LINE	BEARING	DISTANCE			
L1	S80°51'06"W	57.29'			
	(S81*05'59*W)	(57.28')			
L2	S17°12'45"E	6.85'			
L3	N19°02'42"W	20.99'			
	(N81°47'09"W)	(20.99')			

		CUR	VE TABLE		
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	765.00'	2°22'05"	31.62'	S79°40'54"W	31.62'
C2	660.09'	7°39'57"	88.32'	N76°01'16"E	88.25'
СЗ	765.00'	2°54'55"	38.93'	S77°02'24"W	38.92'
C4	765.00'	5°17'01"	70.54'	S78°13'27"W	70.52'
	(765.00')	(5°16'55")	(70.52')	(S78°27'32"W)	(70.50')

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999860020 (FOR SURFACE TO GRID CONVERSION)

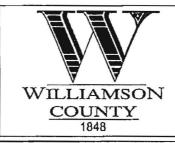
INVERSE SCALE FACTOR = 1.00014 (FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0

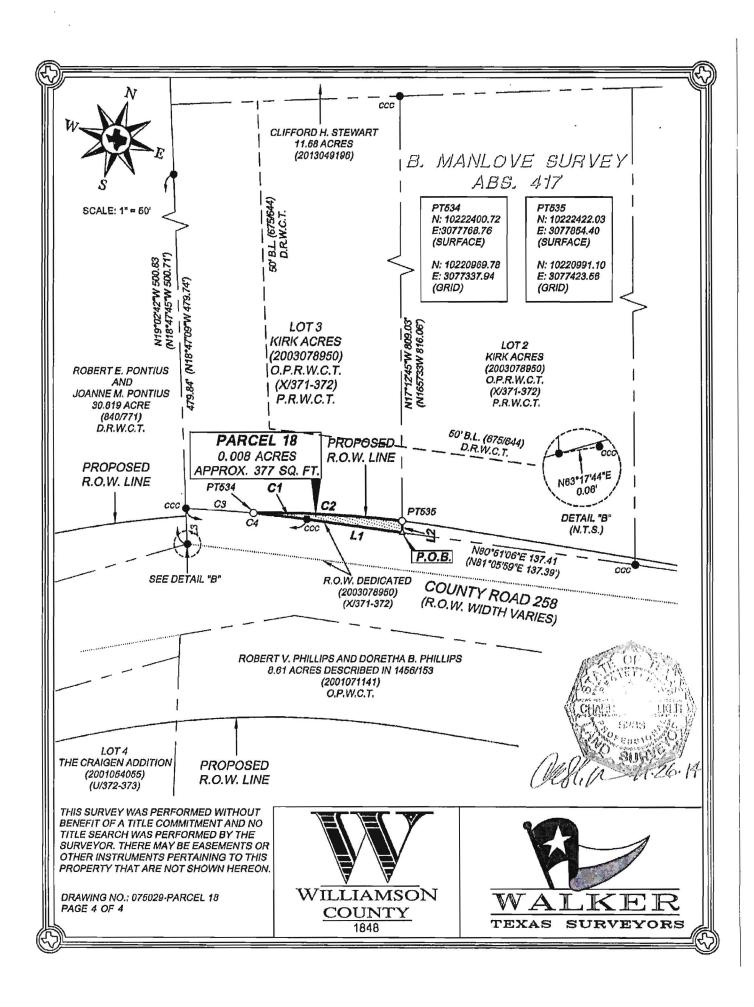
PAGE 3 OF 4

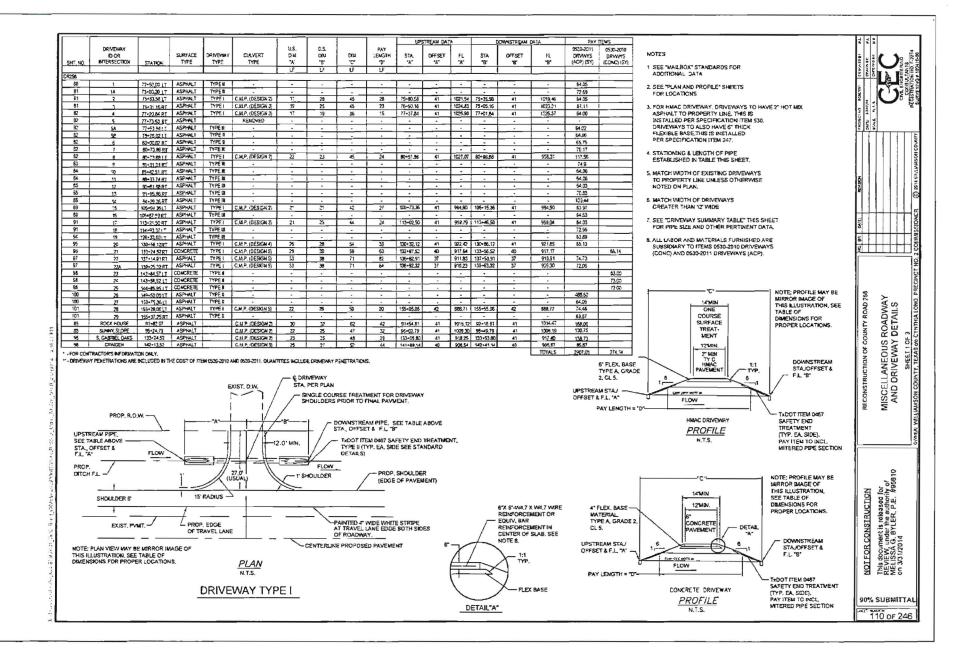
WALKER TEXAS SURVEYORS, INC. P.O. BOX 324 CEDAR PARK, TEXAS 70630 (512) 259-3361 T.B.P.L.S. FIRM NO. 10103800

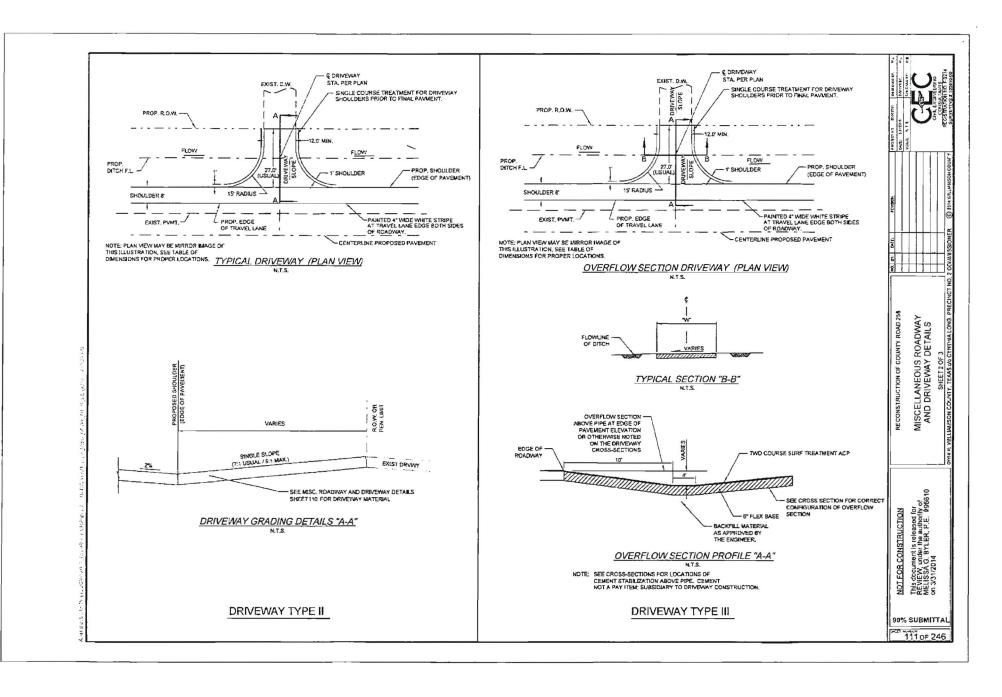
DATE OF SURVEY: 11/26/14 DRAWING NO.: 075029-PARCEL 18 PROJECT NO.: 075029 DRAWN BY: CWW

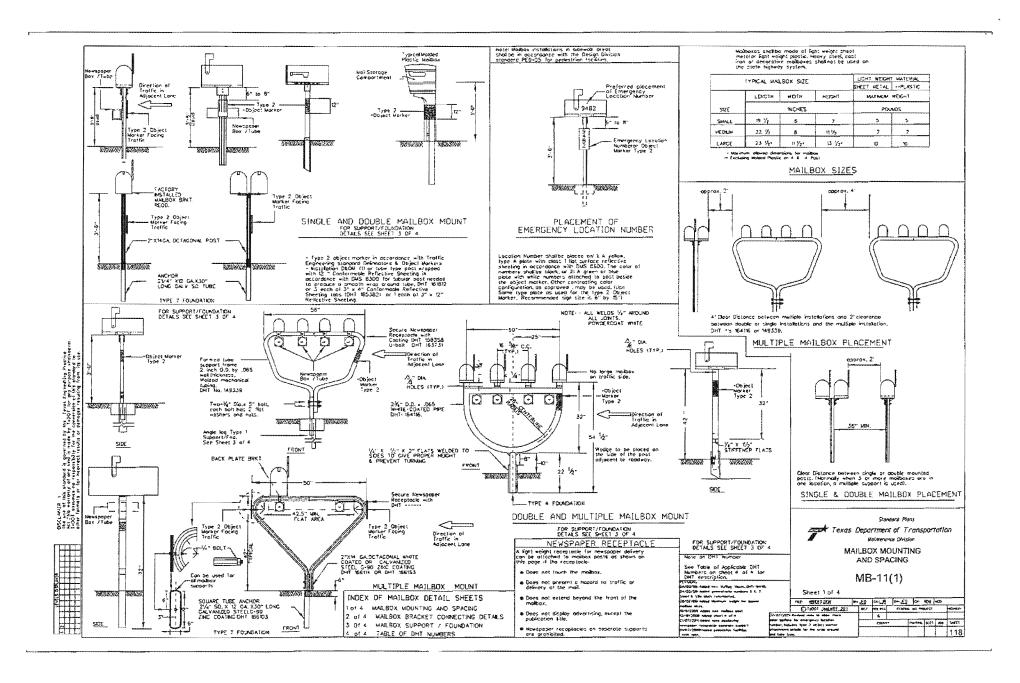


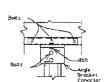






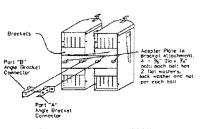






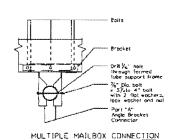
For both sizes see details befor for "SMALL MALBOX" and "MEDRIM AND LARCE MALBOXES"

SINGLE MAILBOX CONNECTION



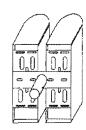
DOUBLE MAILBOX CONNECTION

(Not permitted for Large Molboxes)



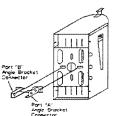
WELDED SINGLE MAILBOX BRACKET CONNECTION

To be used with 2%" OD PSR or thermal Stepioosis.



WELDED DOUBLE MAILBOX BRACKET CONNECTION WITH ADAPTER PLATE

To be used with thinwell Steel pasts. Not to be used with SR posts.

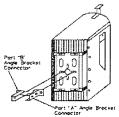


(Brocket

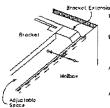
- Brocket to molibox attachment 6 - 1/4" Ola x 1/4" bolt w/ 2 flat washers and nut per each bolt. Angle to pracket attachment: 2 - ½" Die. x ½" bolt with 2 flat washers, lock washer and nut per each built.

Angle to 2 - 16" Block 275" bolt with 2 that washers, lack washer and rul per each bolt.

SMALL MAILBOX



Use both Parts "A" and "B" Angle Bracket Comectors for Winged Chamel Posts



Bracket to malbox attachment 6 - 1/4" Dia, x 1/4" bolt w/2 flat washers and nut per each bolt.

Brocket to brocket extension attachmen 2 - ½" Da. x ½" corriage bott 4/ tigs eacher, lock washer and rail per bott 4 bots received if 2 bracket extensions are used).

Angle to bracket attachment:
2 " 1/4" Dia, x 1/4" belt w/2. Not
washers, bok washer and nut per each

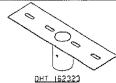
Angle to molition support attachment: 2 \* %" Die. x 2 ½" ball x/2 flot washars, lock washer, and nut per each boll.

Medium size mailboxes - une extension bracket Lorge size mailboxes - two extension brackets

MEDIUM AND LARGE MAILBOXES

#### CENERAL MOTES

- Herdwere for mounting mailbaxes to the subport/fourdation furnished by industry should be used when shown at the Nontendere Biristians "Noproved Products Lats," Only mailbox hardware that have been proph fested in accordance with MCRR Report 350, who on the approved 8st.
- Hardware furnished by industry shall be erected in accordance with the manufacturer's recommendation.
- Stocket and bracket externion shallbe constructed of 14 gauge galvanized steel sheet metal.
- The origins, brackets and adapter plates shall be constructed of 12 gauge galver/zed step sheet metal.
- Items with evidence of damage to the galvanized coating or wet storage stains limite rust) will not be accepted.

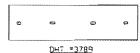


For use with quiranized thinwold steelposts 0H1 = 143426 er powder-coated thinwold steelpost 0H1 = 152911.

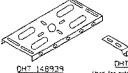


DHT 161443

For use with RCR post DHE \* \$1442 or quiranized thinwells reol post DHT \* 18,426 or powder-cooled thinwells tecipost, DHT \* 16297,



Used for mounting two Mathores on the same post.



Hollow Brocket

DHT 148938

Uses for extending 6" wide procket to attach larger malabases. Brocket Extension



Port "A" Angle Bracket Connector



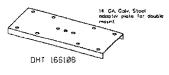
DHT 159498 Port "8" Angle Brocker Connector

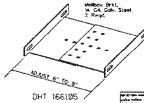


Angle Brocket For Temporary Mailhor

Note on DHT Number See Table of Applicable DHT Numbers on sheet 4 of 4 for DH1 description and unit of measure.

HARDWARE AT TXDDT REGIDNAL WAREHOUSES





Texas Department of Transportation Mainterance Division

> MAILBOX BRACKET CONNECTING DETAILS

> > MB-11(1)

Sheet 2 of 4

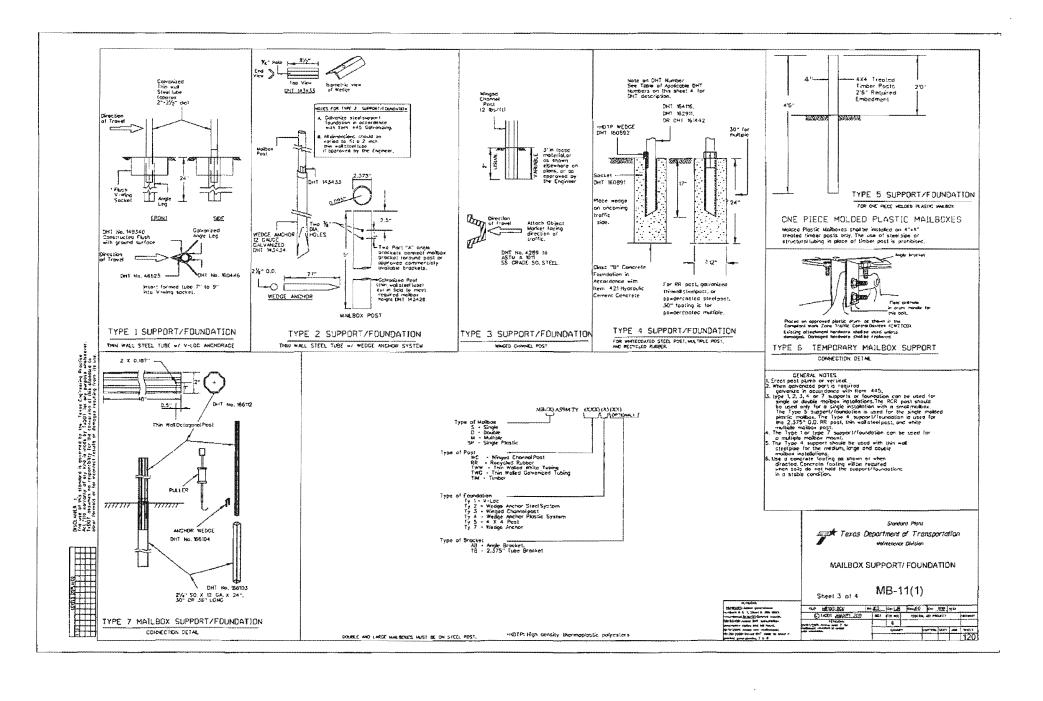
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1(1)11 00 (1)

Brockets and adopter plote shown in this section should be goodoble to the Contractor when stated alternary in plans or specifications.



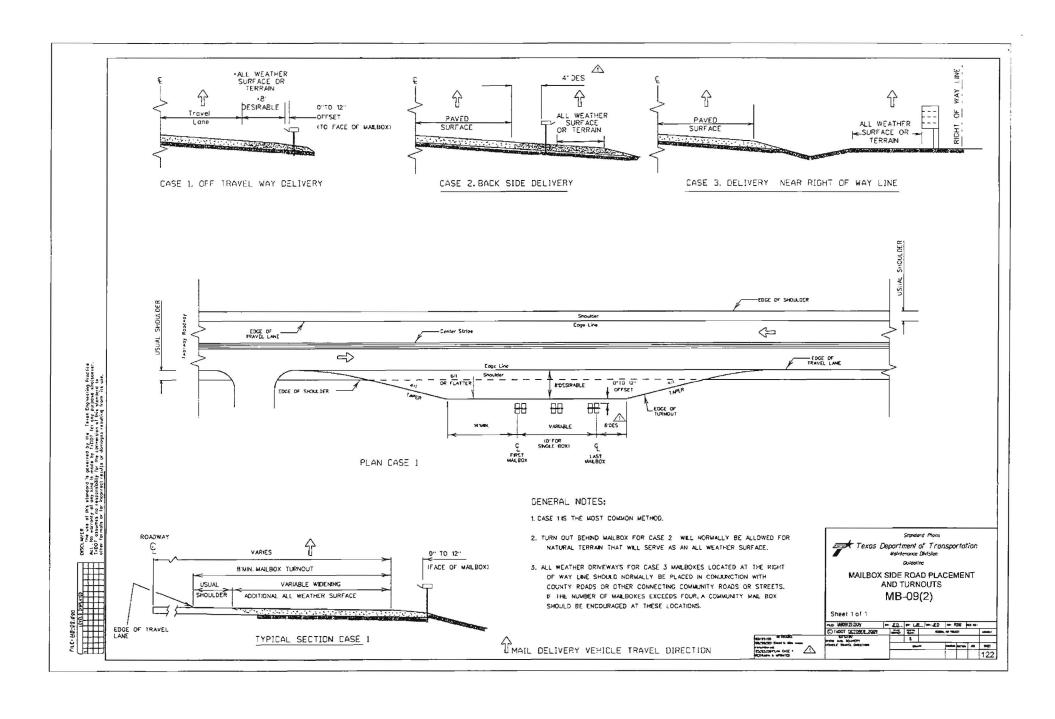
DHI	TABLE OF APPLICABLE DHT HAMBERS
NUMBER	DESCRIPTION
	FOUNDATIONS
46625	WEDGE FOR V-WING SOCKET FOR TYPE I FOUNDATION
149340	V-WING SOCKET FOR TYPE I FOUNDATION
143433	MEDGE FOR TYPE 2 FOUNDATION
143434	ANCHOR FOR TYPE 2 FOUNDATION
166103	ANTHOR FOR TYPE ? FOUNDATION
160991	SOCKET FOR TYPE 4 FOUNDATION
160892	WEDGE FOR TYPE 4 FOUNDATION
156104	WEDGE FOR TYPE 7 FOUNDATION
	POSTS
4289	WENGED CHANNEL HARBOX POST
149333	MILTIPLE MAKEDY POST IGALVANIZED TUBINGI
154115	WILTIPLE WALSON POST INNETS COATED)
158714	WILTIPLE MANUEL POST (WHITE CONTED OCTACONAL)
15615.3	MILTIPLE WALBOX POST (CALVANZED OCTACONAL)
E14#2	RECYCLED RUBSER POST. FOR SWALL WALBOX ONLY
143426	THIN-WALL GALVANIZED STEEL TURE 2,375" QUITER DIAMETER
62911	THRIWALL WHITE STEEL TUSE 2.375" OUTER DAMETER
	SINCLE OR DOUBLE THIN-WALL MALBOX POST GALVANZED
186157	2" DCTAGONAL
	SNICLE OF DOUBLE THAN-WALL MALBOX POST WHITECOATED
166112	2" OCTAGONAL
	REPLECTIVE SHEETING
161812	REFLECTIVE SHEETING FOR EMERGENCY LOCATION NUMBER PANEL
	CONNECTING HARDWARE
2917	MANGLE BRACKET USED FOR TEMPORARY MALBOX SUPPORT
65105	BRACKET FOR SINGLE WOUNTING OF MALBOXES INDUNTING HITT
3789	PLATE FOR DOUBLE MOUNTRIG OF MARROXES
66108	BRACKET FOR DOUBLE MOUNTONG OF MALBOXES INCUSTING HITS
66ta	BRACKEY FOR WALTERE MOUNTING OF MALBOXES (MOUNTING KIT)
48939	BRACKET FOR ATTACHING SMALL OR MEDICAL SIZE WAR, BOX
48938	EXTENDER TO BRACKET FOR ATTACHING LARGE MALBOX
59469	NIGLE BRACKET PART A
59490	NIGLE BRACKET PART B
	BRACKET FOR DOUBLE MOUNTING OF MALBOXES ON THINWALL
62323	STEEL POST, CALVANZED OR POWDERCCATED.
	PRACKET FOR ATTACHNO MALBOX TO RECYCLED RUBBER POST
E1443	NO TO MATERIE WHITE MARBOX POST
58358	EASTING INEWSPAPER RECEPTACLE BRACKET)
63731	U-BOLT (NEWSPAPER RECEPTACLE BRACKET)

Standard Plans Texas Department of Transportation

TABLE OF DHT NUMBERS

MB-11(1)

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# EXHIBIT "C" TO CONTRACT

Parcel 18

#### DEED County Road 258 Right of Way

THE STATE OF TEXAS

888

**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 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.

#### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That STEVEN D. STEWART and JUDY S. STEWART, 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:

All of that certain 0.008 acre (approximately 377 Sq. Ft.) in the B. Manlove Survey. Abstract No. 417, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 18)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 258, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the day of 2015.
GRANTOR:
Steven D. Stewart
Steven B. Stewart
Judy S. Stewart

# **ACKNOWLEDGMENT**

STATE OF TEXAS	§		
COUNTY OF WILLIAMSON	§ § §		
This instrument was acknowledged by Steven D. Stewart, in the therein.	ledged before me on the capacity and for the	nis the day of purposes and consideration recit	, ed
	Notary Public, St	ate of Texas	
	A CENIOWI PINCMEN	ut.	
4	ACKNOWLEDGMEN	<u> </u>	
STATE OF TEXAS	§ §		
COUNTY OF WILLIAMSON	8		
This instrument was acknow 2015 by Judy S. Stewart, in the capa			n.
	Notary Public, St	rate of Texas	

#### PREPARED IN THE OFFICE OF:

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

## **GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas Attn: County Judge 710 Main Street, Suite 101 Georgetown, Texas 78626

## AFTER RECORDING RETURN TO: