

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 12

THIS REAL ESTATE CONTRACT ("Contract") is made by DOUGLAS M. SCHERNIK and REBECCA J. SCHERNIK (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 0.647 acre (28,171 Sq. Ft.) tract of land in the Patrick O. Daugherty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**)

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", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FIFTEEN THOUSAND ONE HUNDRED and 00/100 Dollars (\$15,100.00).

Payment of Purchase Price

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

Special Provisions

2.03. As an obligation which shall survive the Closing of this transaction, to the extent allowed by law Purchaser shall indemnify Seller against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment during construction of roadway facilities upon the Property. Purchaser shall be responsible for the correction of, or compensation for, any damage to Seller's remainder property which is the direct result of actions of Purchaser and its use of the Property during construction or maintenance of public roadway facilities.

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 Independence Title Company on or before May 15, 2017, 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 "B" 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.

[signature page follows]

SELLER:



Douglas M. Schernik

Date: 3-29-17

Address: 5700 CR 101
Taylor, Tx 76574



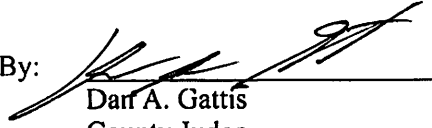
Rebecca J. Schernik

Date: 3-29-17

Address: 5700 C.R. 101
Taylor, Tx. 76574

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 

Darl A. Gattis
County Judge

Date: 04-10-2017

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

EXHIBIT A

County: Williamson
Parcel: 12
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 12

METES & BOUNDS DESCRIPTION FOR A 0.647 ACRE (28,171 SQUARE FOOT) TRACT OF LAND SITUATED IN THE PATRICK O. DAUGHERTY SURVEY, ABSTRACT NO. 184, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A REMAINDER OF A CALLED 89.87 ACRE TRACT OF LAND AS CONVEYED TO DOUGLAS M. SCHERNIK AND WIFE, REBECCA J. SCHERNIK BY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 908, PAGE 80 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.647 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a 1/2-inch iron pipe found on the west right-of-way line of County Road 101 at the southeast corner of the above described Schernik tract at the northeast corner of a 150-acre tract as conveyed to Emmanuel Anderson by executor's deed as recorded in Document Number 2000018292 of the Official Public Records of Williamson County, Texas, from which a 1" iron pipe found at the common west corner of said Schernik tract and said Anderson tract bears S 68°33'37" W a distance of 2,475.29 feet; Thence, with the west right-of-way line of said County Road 101, N 21°36'03" W a distance of 292.78 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,182,622.86, E: 3,190,781.80) set on the east line of said Schernik tract, for the south corner and **POINT OF BEGINNING** of the herein described tract, 28.33 feet left of County Road 101 baseline station 75+38.00;

THENCE, leaving the west right-of-way line of said County Road 101, over and across said Schernik tract, N 36°24'28" W a distance of 166.73 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at an angle point, 70.00 feet left of County Road 101 baseline station 77+00.00;

THENCE, continuing over and across said Schernik tract, N 28°59'32" W a distance of 301.38 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at an angle point, 105.00 feet left of County Road 101 baseline station 80+00.00;

THENCE, continuing over and across said Schernik tract, N 22°25'27" W a distance of 205.71 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the right, 105.00 feet left of County Road 101 baseline station 82+05.71;

THENCE, continuing over and across said Schernik tract, along said curve to the right, an arc distance of 108.06 feet, having a radius of 10,105.00 feet, a central angle of 0°36'46" and a chord which bears N 22°07'04" W a distance of 108.06 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 105.00 feet left of County Road 101 baseline station 83+12.65;

THENCE, continuing over and across said Schernik tract, **N 21°48'41" W** a distance of **224.42** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set on the north line of said Schernik tract, on the south line of a called 17.44-acre tract as conveyed to Paul J. Anderson by warranty deed with vendor's lien as recorded in Document Number 2001082527 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 105.00 feet left of County Road 101 baseline station 85+37.07, from which a 1/2-inch iron pipe found at an angle point in the north line of said Schernik tract bears, **N 72°24'26" W** a distance of 608.39 feet;

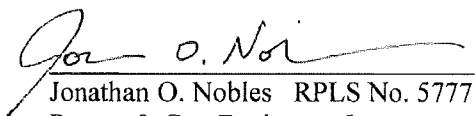
THENCE, with the north line of said Schernik tract, **S 72°24'26" E** a distance of **33.11** feet to a 1/2-inch iron rod found at the common east corner of said Schernik tract and said Paul J. Anderson tract, on the west right-of-way line of said County Road 101, for the northeast corner of the herein described tract;

THENCE, with the west right-of-way line of said County Road 101, and the east line of said Schernik tract the following four (4) courses:

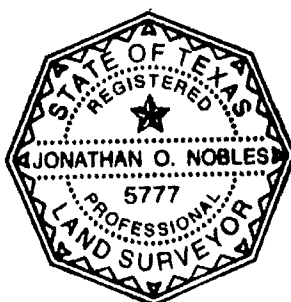
- 1) **S 21°50'06" E** a distance of **442.74** feet to a calculated angle point;
- 2) **S 31°14'06" E** a distance of **214.39** feet to calculated angle point;
- 3) **S 27°01'36" E** a distance of **240.99** feet to a calculated angle point; and
- 4) **S 21°36'03" E** a distance of **83.30** feet to the **POINT OF BEGINNING** and containing 0.647 acre (28,171 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS No. 5777

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502



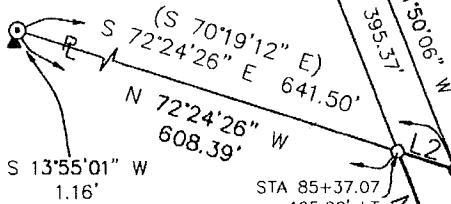
3/20/2017
Date

Client: Williamson County
Date: November 14, 2016
Revised: March 20, 2017
Job No: 2792-02



PATRICK O. DAUGHERTY SURVEY, A-184

PAUL J. ANDERSON
CALLED 17.44 ACRES
DOC. NO. 2001082527
O.P.R.W.C.T.



PARCEL 12
0.647 ACRE
28,171 SQUARE FEET

PROPOSED COUNTY ROAD 101
WIDTH VARIES

DOUGLAS M. SCHERNIK AND
WIFE, REBECCA J. SCHERNIK
REMAINDER OF A CALLED
89.87 ACRES
VOL. 908, PG. 80 D.R.W.C.T.

CURVE TABLE					
NO.	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST.
C1	108.06'	10,105.00'	0°36'46"	N 22°07'04" W	108.06'

ROBERT E. PRASATIK
REMAINDER OF A
CALLED 54.791 ACRES
(SECOND TRACT)
VOL. 772, PG. 605
D.R.W.C.T.

LEGEND

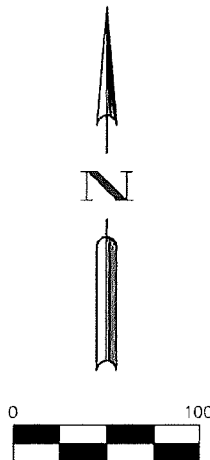
- D.R.W.C.T. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
ELEC. ELECTRIC
ESMT. EASEMENT
O.R.W.C.T. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
P.O.R. POINT OF REFERENCE
R.O.W. RIGHT-OF-WAY
— LINE BREAK
— PROPERTY LINE
() RECORD INFORMATION FROM
VOL. 908, PG. 80
[] RECORD INFORMATION FROM
DOC. NO. 1997039301
● FOUND 1/2" IRON ROD
⊙ FOUND 1/2" IRON PIPE
▲ FOUND 60-D NAIL IN FENCE POST
○ SET 1/2" IRON ROD WITH
"WILCO ROW 5777" CAP
△ CALCULATED POINT
OVERHEAD POWER
x BARBED WIRE FENCE
CHAIN LINK FENCE
GUARDRAIL
EDGE OF ASPHALT

PATRICK O. DAUGHERTY
SURVEY, A-184

STA 80+00.00
105.00' LT

MATCHLINE SHEET 3 OF 5

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 36°24'28" W	166.73'
L2	S 72°24'26" E	33.11'
L3	S 27°01'36" E	240.99'
	[S 24°27'00" E]	[240.99']
L4	S 21°36'03" E	83.30'
	(S 19°37'48" E)	



Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 12
0.647 ACRE (28,171 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	03/20/2017	4 of 5

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622691-GTN, DATED EFFECTIVE JUNE 22, 2016 AND ISSUED ON JULY 1, 2016.

- 10e. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 287, PAGE 61, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10f. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 189, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10g. ELECTRIC LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 335, PAGE 31, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10h. ELECTRIC LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 335, PAGE 254, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10i. ELECTRIC POWER LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 483, PAGE 208, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10j. EASEMENT FOR FLOODWATER RETARDING STRUCTURE GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT RECORDED IN VOLUME 504, PAGE 79, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10k. WATER LINE(S) EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 563, PAGE 714, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10l. ELECTRIC LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 710, PAGE 198, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

GENERAL NOTES:

- 1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
- 2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
- 3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.



Jonathan O. Nobles
 JONATHAN O. NOBLES RPLS NO. 5777
 BROWN & GAY ENGINEERS, INC.
 7000 NORTH MOPAC, SUITE 330
 AUSTIN, TEXAS 78731
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PARCEL PLAT
 SHOWING PARCEL 12
 0.647 ACRE (28,171 S.F.)
 COUNTY ROAD 101
 WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	03/20/2017	5 of 5

EXHIBIT "B"

Parcel 12

DEED

County Road 101 Road 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 DOUGLAS M. SCHERNIK and REBECCA J. SCHERNIK, 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 0.647 acre (28,171 Sq. Ft.) tract of land in the Patrick O. Daugherty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**)

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 101.

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 _____, 2017.

[signature pages follow]

GRANTOR:

Douglas M Schernik

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Douglas M. Schernik, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Rebecca J. Schernik

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Rebecca J. Schernik, 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 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: