

## **REAL ESTATE CONTRACT**

Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by the EMMA L. LAWHON FAMILY LAND PARTNERSHIP (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 19.179 acre (835,430 Sq. Ft.) tract of land out of the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 1**);

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 and/or cost to cure the remaining property of Seller, shall be the sum of SEVEN HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED NINETY-THREE and 00/100 Dollars (\$723,993.00).

#### **Payment of Purchase Price**

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

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. 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.

4.02. 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 March 31, 2020, 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. 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 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.

*[signature page follows]*

**SELLER:**

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

By: Gene L. Lawhon

Address: 2200 Patriot Way

Name: Gene L. Lawhon

Its: General Managing Partner

Georgetown, Texas 78626

Date: 2-24-2020

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.  
Bill Gravell, Jr.  
County Judge

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

Date: March 3, 2020

**EXHIBIT A**  
**PROPERTY DESCRIPTION FOR PARCEL 1**

DESCRIPTION OF A 19.179 ACRE (835,430 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE EASTERLY REMAINDER OF THAT CALLED 228.90 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO EMMA L. LAWHON FAMILY LAND PARTNERSHIP RECORDED IN DOCUMENT NO. 2006095405 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 19.179 ACRE (835,430 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "Texas Dept. of Trans." found in the existing southeasterly Right-of-Way (ROW) line of Patriot Way (C.R. 104) (variable width ROW), being the northerly corner of said easterly remainder of the 228.90 acre tract of land, same being the northwesterly corner of that called 52.65 acre (West Tract) described in Warranty Deed to River City Partners, Ltd. recorded in Document No. 2016005898 of the Official Public Records of Williamson County, Texas;

THENCE, departing said existing southeasterly ROW line, with the common boundary line of said easterly remainder tract and said 52.65 acre tract, S 36°17'28" E for a distance of 806.46 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10198814.18, E=3151439.18 TxSPC Zone 4203) set 719.80 feet left of proposed Corridor C baseline station 115+22.57, in the northerly proposed ROW line of Corridor C (variable width ROW), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, continuing with the common boundary line of said easterly remainder tract and said 52.65 acre tract, S 36°17'28" E, for a distance of 930.53 feet to a 1" iron rod found in the ostensible survey line of said Woodruff Stubblefield Survey and the John McQueen Survey, Abstract No. 426, same being the southeasterly corner of said easterly remainder tract, being in the northerly boundary line of that called 36.63 acre tract of land described in General Warranty Deed With Vendor's Lien to Richard A. Sliva, Et Ux Karen L. Thompson-Sliva recorded in Document No. 9724044 of the Official Records of Williamson County, Texas, also being the southwesterly boundary corner of said 52.65 acre tract, for the southeasterly corner of the herein described tract;
- 2) **THENCE**, departing said 52.65 acre tract, with said ostensible survey line, being the southerly boundary line of said easterly remainder tract, same being in part the northerly boundary line of said 36.63 acre tract, the northerly boundary line of that called 30.00 acre tract described in Special Warranty Deed With Vendor's Lien to Larry James Reid and Wife, Rhonda G. Reid recorded in Volume 2330, Page 211 of the Official Records of Williamson County, Texas and the northerly boundary line of Valley Vista, a subdivision of record in Cabinet P, Slide 18-20 of the Plat Records of Williamson County, Texas, S 68°31'00" W, 771.10 feet pass an iron rod found with plastic cap stamped "TLS INC" being the common corner of said 30.00 acre tract and said Valley Vista subdivision, also being in the proposed southerly ROW line of said Corridor C, continuing with said proposed ROW line for a total distance of 1542.30 feet to an iron rod with plastic cap stamped "ALL COUNTY" found, in the existing ROW line of Patriot Way (variable width ROW), for the southwesterly corner of said easterly remainder tract and the herein described tract;
- 3) **THENCE**, departing said Valley Vista subdivision, with the common boundary line of said easterly remainder tract and said existing ROW line, N 21°06'48" W for a distance of 372.87 feet to an iron rod with plastic cap stamped "ALL COUNTY" found 190.55 feet left of proposed Corridor C baseline station 102+21.51, for an ell corner;



County: Williamson  
Parcel: 1  
Project: Corridor C

Rev: February 04, 2020  
November 20, 2019  
Page 2 of 4

THENCE, departing said existing ROW line, through the interior of said easterly remainder tract, with the proposed northwesterly ROW line of said Corridor C, the following ten (10) courses:

- 4) N 68°37'35" E for a distance of 588.67 feet to an iron rod with aluminum cap stamped "ROW 4933" set 190.55 feet left of proposed Corridor C baseline station 108+10.18, for an angle point;
- 5) N 27°51'01" E for a distance of 152.95 feet to an iron rod with aluminum cap stamped "ROW 4933" set 290.44 feet left of proposed Corridor C baseline station 109+26.00, for an angle point;
- 6) N 20°11'19" E for a distance of 245.19 feet to an iron rod with aluminum cap stamped "ROW 4933" set 473.90 feet left of proposed Corridor C baseline station 110+88.66, for an angle point;
- 7) N 35°12'50" W for a distance of 67.03 feet to an iron rod with aluminum cap stamped "ROW 4933" set 538.98 feet left of proposed Corridor C baseline station 110+72.63, for an angle point;
- 8) N 06°26'41" E for a distance of 65.25 feet to an iron rod with aluminum cap stamped "ROW 4933" set 596.69 feet left of proposed Corridor C baseline station 111+03.08, for an angle point;
- 9) N 42°00'46" E for a distance of 124.83 feet to an iron rod with aluminum cap stamped "ROW 4933" set 652.61 feet left of proposed Corridor C baseline station 112+14.68, for an angle point;
- 10) N 35°23'19" E for a distance of 95.54 feet to an iron rod with aluminum cap stamped "ROW 4933" set 704.97 feet left of proposed Corridor C baseline station 112+94.59, for an angle point;
- 11) S 86°03'34" E for a distance of 84.74 feet to an iron rod with aluminum cap stamped "ROW 4933" set 668.74 feet left of proposed Corridor C baseline station 113+71.20, for an angle point;
- 12) N 64°32'27" E for a distance of 61.85 feet to an iron rod with aluminum cap stamped "ROW 4933" set 673.15 feet left of proposed Corridor C baseline station 114+32.89, for an angle point;
- 13) N 41°08'28" E for a distance of 101.09 feet to the POINT OF BEGINNING, containing 19.179 acres, (835,430 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

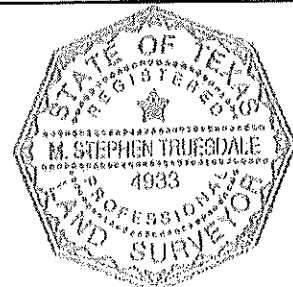
THE STATE OF TEXAS        §  
   §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON    §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale  
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

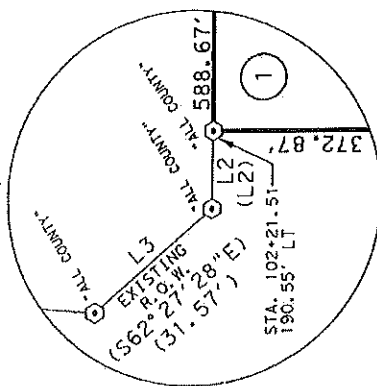
7 FEB 2020  
Date



**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

WOODRUFF  
STUBBLEFIELD SURVEY  
ABSTRACT NO. 556

NO.	DIRECTION	DISTANCE
L1	S36°17'28"E	806.46'
L2	S69°10'05"W	22.98'
(L2)	(N68°55'12"E)	(22.93')
L3	N62°38'03"W	31.67'
L4	N27°51'01"E	152.95'
L5	N20°11'19"E	245.19'
L6	N35°12'50"W	67.03'
L7	N06°26'41"E	65.25'
L8	N42°00'46"E	124.83'
L9	N35°23'19"E	95.54'
L10	S86°03'34"E	84.74'
L11	N64°32'27"E	61.85'
L12	N41°08'28"E	101.09'



EMMA L. LAWSON FAMILY  
LAND PARTNERSHIP  
(EASTERLY REMAINDER  
OF 228.90 AC.)  
DOC. NO. 2006095405  
O.P.R.W.C.T.  
VOL. 433, PG. 369  
D.R.W.C.T.

EXISTING R.O.W.  
O.P.R.M.C.I.  
2010086789 23 AC.  
XHBIRI  
PARIOT WAY  
CITY OF GEORGETOWN  
15 ROW  
GROWTH VARIES  
PARIOT WAY  
EXISTING R.O.W.

① 19,179  
835,430 50

PROPOSED CORRIDOR C  
(VARIABLE R.O.W. WIDTH)

PROPOSED CORRIDOR C BASELINE

15+00

771.10'

RICHARD A. SLIVA  
ET UX, KAREN L.  
THOMPSON-SLIVA  
(36.63 AC.)  
DOC. NO. 9724044  
O.R.W.C.T.

LARRY JAMES REID  
& RHONDA G. REID  
(30.00 AC.)  
VOL. 2330, PG. 211  
O.R.W.C.T.

JOHN McQUEEN SURVEY  
ABSTRACT NO. 426 /

# PARCEL PLAT SHOWING PROPERTY OF

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

WILLIAMSON COUNTY

PROJECT  
CORRIDOR C

PARCEL 1

SCALE  
1" = 200'

**INLAND<sup>®</sup>  
GEODETICS<sup>™</sup>**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1208, FAX (512) 238-1251

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

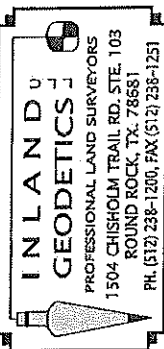
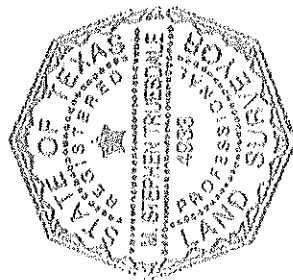
■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ε	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	ε	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP, AS NOTED	—	LINE BREAK
⊗	FENCE POST FOUND	—	LAND HOOK
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
○	IRON ROD W/ ALUMINUM CAP	P.O.C.	POINT OF COMMENCEMENT
⊙	STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	N.T.S.	NOT TO SCALE
⊗	IRON PIPE FOUND	D.R.W.C.T.	DEED RECORDS
⊙	AXLE FOUND	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS

- 1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.
- THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1933220-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 23, 2019, ISSUE DATE SEPTEMBER 4, 2019.
100. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. RECORDED IN VOLUME 563, PAGE 589, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- H. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 887, PAGE 173, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- I. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. RECORDED IN DOCUMENT NO. 2004018510 AND 2004018511, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*M. Stephen Truesdale* DATE: *FEB 2020*

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681



PARCEL PLAT SHOWING PROPERTY OF

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
CORRIDOR C

PARCEL 1

ACQUISITION	ACRES	SQUARE FEET
19.179	19.179	835,430
CALC/DEED AREA	37.361	1,627,453
REMAINDER AREA	18.182	792,023

# EXHIBIT "B"

Parcel 1

## DEED

Corridor C—SH29 Bypass

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 MEN BY THESE PRESENTS:**

That EMMA L. LAWHON FAMILY LAND PARTNERSHIP, 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 19.179 acre (835,430 Sq. Ft.) tract of land out of the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 1)

**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 be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, 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 Corridor C.

**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 \_\_\_\_\_, 2020.

*[signature page follows]*

**GRANTOR:**

EMMA L. LAWHON FAMILY LAND PARTNERSHIP

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## **ACKNOWLEDGMENT**

STATE OF TEXAS

§

202

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

202

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
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:**