

**REAL ESTATE CONTRACT**  
Corridor C—SH29 Bypass – Parcel 10

THIS REAL ESTATE CONTRACT ("Contract") is made by KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST (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 4.662 acre (203,072 Sq. Ft.) tract of land situated in the Woodruff Stubblefield Survey, Abstract No. 556, in Williamson County, Texas; being part of that called 134.52 acre tract of land cited in Special Warranty Deed to KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas; said 4.662 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein **(Parcel 10)**,

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 ONE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED FORTY-NINE and 00/100 Dollars (\$133,849.00).

### Payment of Purchase Price

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

### Special Provisions and Additional Consideration

2.03. Permitted Driveway Location. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense one (1) commercial driveway connection between the proposed Corridor C roadway improvements and the remaining property of Seller. The centerline of the driveway permitted herein shall be located between approximately centerline Station 186+85 and Station 188+78 of the proposed Corridor C roadway improvements (as shown on Exhibit "B" attached hereto and incorporated herein), or at other location agreed to between Purchaser and Seller after execution of this contract. Seller shall be responsible for complying with all drainage culvert, spacing distance, driveway width or radii sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of any permitted driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules.

2.04. Drainage and Box Culvert. As a material term of this Contract, Purchaser agrees that it will construct and maintain, at its own expense, a box culvert underneath Corridor C, SH 29 Bypass ("Project"), as shown on Exhibit "B." Purchaser agrees that the box culvert constructed on the Property will not impound water and will allow for the natural flow of water through the box culvert. In the event Seller alleges the box culvert has interrupted the natural flow of water across the Property as a direct and proximate result of the Project, Purchaser agrees to meet and confer with Seller within two (2) weeks of a written request. If Purchaser or Purchaser's experts determine the Project has interrupted the natural flow of water, Purchaser agrees to pay to Seller \$14,218 for a water well to feed Seller's stock pond shown on Exhibit "B."

## **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 August 13, 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 "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.

- (4) Attorney's fees paid by each party incurring same respectively.

**ARTICLE VI  
BREACH BY SELLER**

6.01. 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**

7.01. 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:**

KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST

By: Kathryn J. Carlton Address: 11620 CR 106  
Kathryn J. Carlton Georgetown, TX 78626  
Date: July 15, 2020

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr. Address: 710 Main Street, Suite 101  
Bill Gravell, Jr. Georgetown, Texas 78626  
County Judge

# **Exhibit A**



**EXHIBIT**  
**PROPERTY DESCRIPTION FOR PARCEL 10**

DESCRIPTION OF A 4.662 ACRE (203,072 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 134.52 ACRE TRACT OF LAND CITED IN SPECIAL WARRANTY DEED TO KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST RECORDED IN DOCUMENT NO. 2016089829 AND DESCRIBED IN DOCUMENT NO. 2016027127 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.662 ACRE (203,072 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at an iron rod found in the ostensible survey line of said Woodruff Stubblefield and the John McQueen Survey, Abstract No. 426, being the southwesterly corner of said 134.52 acre tract, same being the southeasterly corner of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas, also being in the northerly boundary line of that called 3.99 acre tract of land described in Warranty Deed to Jerry J. Cazares and Maria R. Cazares recorded in Document No. 2006026815 of the Official Public Records of Williamson County, Texas;

**THENCE**, departing said 3.99 acre tract, same being said ostensible survey line, with the common boundary line of said 172.51 acre tract and said 134.52 acre tract, N 21°36'46" W for a distance of 1257.83 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10199661.66, E=3156053.80 TxsPC Zone 4203) set 193.00 feet right of proposed Corridor C baseline station 183+75.87, in the proposed southeasterly Right-of-Way (ROW) line of said Corridor C (ROW width varies), for the southerly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing said proposed southeasterly ROW line, continuing with said common boundary line, the following two (2) courses:

- 1) N 21°36'46" W for a distance of 514.18 feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 186+91.55, in the proposed northwesterly ROW line;
- 2) With said proposed northwesterly ROW line, N 21°36'46" W for a distance of 62.19 feet to a 1/2" iron rod found 264.85 feet left of proposed Corridor C baseline station 187+22.53, being an angle point in the easterly boundary line of said 172.51 acre tract, same being the northwesterly corner of said 134.52 acre tract, also being the southwesterly corner of that called 83.23 acre (Tract 4) described in Warranty Deed to J. A. Davidson Holdings, L.P. (undivided 1/2 Interest) recorded in Document No. 2001027783 and also described in Executor's Distribution Deed to Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. (undivided 1/2 interest) recorded in Document No. 2001072772, both of the Official Public Records of Williamson County, Texas, for the northerly corner of the herein described tract;

**THENCE**, departing said 172.51 acre tract, with the common boundary line of said 134.52 acre tract and said 83.23 acre tract, the following two (2) courses:

- 3) Continuing with said proposed northwesterly ROW line, N 78°01'31" E for a distance of 77.35 feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 187+74.32, for a point on line;
- 4) Departing said proposed northwesterly ROW line, N 78°01'31" E for a distance of 527.69 feet to the calculated southeasterly corner of said 83.23 acre tract in the westerly boundary line of that called 89.1 acre (Tract 5) cited in said Warranty Deed Document No. 2001027783 and also described in said Executor's Distribution Deed in Document No. 2001072772, same being an angle point in the northerly boundary line of said 134.52 acre tract, for an angle point herein, and from which, a 1/2" ID pipe found, being in the easterly boundary line of said 83.23 acre tract, same being the northwesterly corner of said 89.1 acre, bears N 34°08'29" W at a distance of 1259.99 feet;

**THENCE**, departing said 83.23 acre tract, with the common boundary line of said 89.1 acre tract and said 134.52 acre tract, the following two (2) courses:

- 5) **S 34°08'29" E** for a distance of **10.61** feet to the calculated southwesterly corner of said 89.1 acre, same being an angle point in said northerly boundary line of the 134.52 acre tract;
- 6) **N 76°44'17" E** for a distance of **187.33** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 193+50.13 in said proposed southeasterly ROW line, for the easterly corner of the herein described tract;

**THENCE**, departing said 89.1 acre tract, through the interior of said 134.52 acre tract, with said proposed southeasterly ROW line, the following four (4) courses:

- 7) **S 46°39'53" W** for a distance of **189.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline PT station 191+60.26, for the beginning of a curve to the left;
- 8) Along said curve to the left, having a delta angle of **17°05'45"**, a radius of **1997.00** feet, an arc length of **595.86** feet and a chord which bears **S 38°07'01" W** for a distance of **593.66** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet right of proposed Corridor C baseline station 185+03.83, for a point of non-tangency;
- 9) **N 60°25'52" W** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline station 185+03.83, for the beginning of a non-tangent curve to the left;
- 10) Along said non-tangent curve to the left, having a delta angle of **03°19'57"**, a radius of **2007.00** feet, an arc length of **116.74** feet and a chord which bears **S 27°54'10" W** for a distance of **116.72** feet to the **POINT OF BEGINNING**, containing 4.662 acres, (203,072 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.

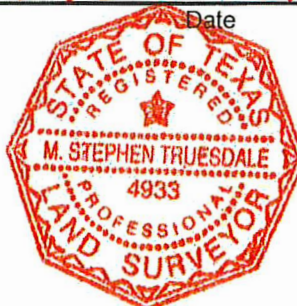
THE STATE OF TEXAS        §  
   §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON   §

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.

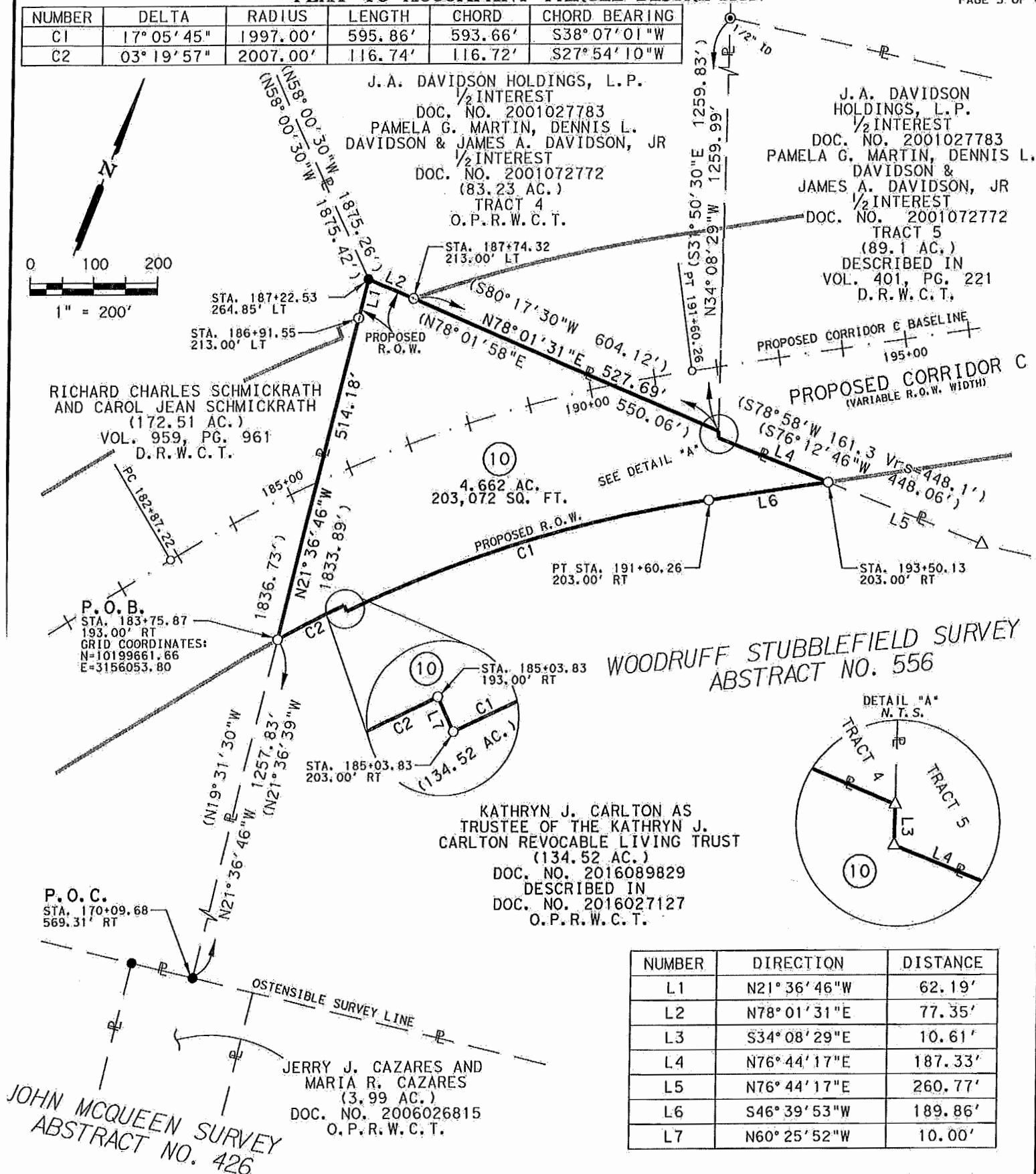
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

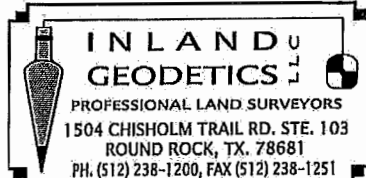
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	17° 05' 45"	1997.00'	595.86'	593.66'	S38° 07' 01" W
C2	03° 19' 57"	2007.00'	116.74'	116.72'	S27° 54' 10" W



NUMBER	DIRECTION	DISTANCE
L1	N21° 36' 46"W	62.19'
L2	N78° 01' 31"E	77.35'
L3	S34° 08' 29"E	10.61'
L4	N76° 44' 17"E	187.33'
L5	N76° 44' 17"E	260.77'
L6	S46° 39' 53"W	189.86'
L7	N60° 25' 52"W	10.00'



PARCEL PLAT SHOWING PROPERTY OF  
KATHRYN J. CARLTON AS  
TRUSTEE OF THE KATHRYN J.  
CARLTON REVOCABLE LIVING TRUST

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
CORRIDOR C

**PARCEL 10**



## PLAT TO ACCOMPANY PARCEL DESCRIPTION

## LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	⊕	CENTER LINE
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP	ℙ	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 STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	P.O.C.	POINT OF COMMENCEMENT
⊙	IRON PIPE FOUND	N.T.S.	NOT TO SCALE
⊗	AXLE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS 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 GF NO.1933225-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 15, 2019, ISSUE DATE AUGUST 26, 2019.

10F. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 499, PAGE 229, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES 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.

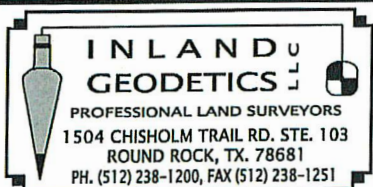
*M. Stephen Truesdale* 3 DEC 2019

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

DATE:



	ACRES	SQUARE FEET
ACQUISITION	4.662	203,072
CALC/DEED AREA	134.52	5,859,691
REMAINDER AREA	129.86	5,656,619



PARCEL PLAT SHOWING PROPERTY OF  
**KATHRYN J. CARLTON AS  
TRUSTEE OF THE KATHRYN J.  
CARLTON REVOCABLE LIVING TRUST**

SCALE  
1" = 200'

WILLIAMSON COUNTY

PROJECT  
CORRIDOR C

**PARCEL 10**

# **Exhibit B**





# Exhibit C

**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 KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST, 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 4.662 acre (203,072 Sq. Ft.) tract of land in the WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556, in Williamson County, Texas, being a portion of that called 134.52 acre tract of land cited in SPECIAL WARRANTY DEED to KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE LIVING TRUST recorded in Document No. 2016089829 and described in Document No. 2016027127, both of the Official Public Records of Williamson County, Texas; said 4.662 acre (203,072 Sq. Ft.) tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 10**);

**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 follow]*

**GRANTOR:**

**KATHRYN J. CARLTON AS TRUSTEE OF THE KATHRYN J. CARLTON REVOCABLE  
LIVING TRUST**

\_\_\_\_\_  
Kathryn J. Carlton

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2020 by Kathryn J. Carlton, 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 Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

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