

REAL ESTATE CONTRACT

CR 278 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **ROGER BONNET** (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 1.745 acres tract of land out of the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being out of that remnant portion of the called 20.2 acre tract of lane conveyed to Roger Bonnet recorded in document no. 2020057423, Official Records, Williamson County, Texas; said 1.745 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements 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 SEVENTY-FIVE THOUSAND ONE HUNDRED THIRTY-FOUR and 00/100 Dollars (\$75,134.00).

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

2

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 August 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.

SELLER:

By: Roger Bonnet
Roger Bonnet

Date: 8-6-2020

Address: 1805 Park Lane
Georgetown, Tx. 78628

PURCHASER:

WILLIAMSON COUNTY, TEXAS

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

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

Date: August 18, 2020

Exhibit "A"

METES AND BOUNDS DESCRIPTION

FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 1.745 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JUNE 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with aluminum cap marked "WILLIAMSON COUNTY" monumenting the northeast corner of the called 0.198 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2017055624 of the Official Public Records of Williamson County, Texas and the most northerly northwest corner of said remnant portion of the 20.2 acre Bonnet tract, same being on the south right-of-way line of County Road 278 for the most northerly northwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with aluminum cap marked "WILLIAMSON COUNTY" monumenting the southeast corner of the called 0.723 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018054162 of the Official Public Records of Williamson County, Texas and the most southerly southwest corner of a called 9.65 acre tract of land conveyed to Casitas at Copper Ridge, L.L.C., recorded in Document No. 2019087166 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of said County Road 278, bears, N 19°09'57" W for a distance of 31.08 feet;

THENCE, **N 69°20'22" E** with the north boundary line of said remnant portion of the 20.2 acre Bonnet tract and said south right-of-way line of County Road 278 for a distance of **1383.33 feet** to a 1/2" iron rod found monumenting the northeast corner of said remnant portion of the 20.2 acre Bonnet tract and the northwest corner of a 1.12 acre Right-of-Way Dedication as shown on Loreda Subdivision, recorded in Cabinet T, Slides 15-16 of the Plat Records of Williamson County, Texas, same being on an angle point in said south right-of-way line of County Road 278, for the northeast corner hereof;

THENCE, **S 25°40'35" E** with the east boundary line of said remnant portion of the 20.2 acre Bonnet tract and in part with the west boundary line said 1.12 acre Right-of-Way Dedication and the west boundary line of Lot 7 of said Loreda Subdivision, passing at a distance of 11.50 feet, a cotton gin spindle found 0.27' east of this line, in all a total distance of **48.18 feet** to a calculated point for the southeast corner hereof, from which a 5/8" iron rod found monumenting an angle point in said east boundary line of the remnant portion of the 20.2 acre Bonnet tract and said west boundary line of Lot 7, bears S 25°40'35" E for a distance of 82.84 feet;

THENCE, **S 69°20'22" W** through the interior of said remnant portion of the 20.2 acre Bonnet tract for a distance of **1666.19 feet** to a calculated point on the west boundary line of said remnant portion of the 20.2 acre Bonnet tract and the east boundary line of said 0.198 acre Williamson County, Texas tract, same being on the east right-of-way line of County Road 279, for the southwest corner hereof, from which at an iron rod found with aluminum cap marked "WILLIAMSON COUNTY" monumenting an angle point on said

west boundary line of remnant portion of the 20.2 acre Bonnet tract, said east boundary line of the 0.198 acre Williamson County, Texas tract and said east right-of-way line of County Road 279, bears S 01°26'05" E for a distance of 234.48 feet;

THENCE, with said west boundary line of the remnant portion of the 20.2 acre Bonnet tract common with said 0.198 acre Williamson County, Texas tract, and with said east right-of-way line of County Road 279, the following two (2) courses and distances:

1. **N 01°26'05" W** for a distance of **5.97 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY" monumenting an angle point;
2. **N 34°03'27" E** for a distance of **69.43 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY" monumenting the most westerly northwest corner of said remnant portion of the 20.2 acre Bonnet tract and an interior ell corner of said 0.198 acre Williamson County, Texas tract, same being on the intersection of said south right-of-way line of County Road 278 and said east right-of-way line of County Road 279, for the most westerly northwest corner hereof;

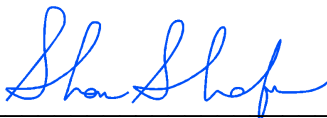
THENCE, with the north boundary line of said remnant portion of the 20.2 acre Bonnet tract, common with said 0.198 acre Williamson County, Texas tract, and with said south right-of-way line of County Road 278, the following three (3) courses and distances:

1. **N 75°38'53" E** for a distance of **109.20 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY";
2. **N 69°37'26" E** for a distance of **110.94 feet** to an iron rod found with aluminum cap marked "WILLIAMSON COUNTY";
3. **N 18°39'12" W** for a distance of **14.81 feet** to the **POINT OF BEGINNING** and containing 1.745 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 1.00014.

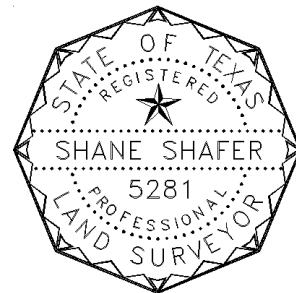
A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900



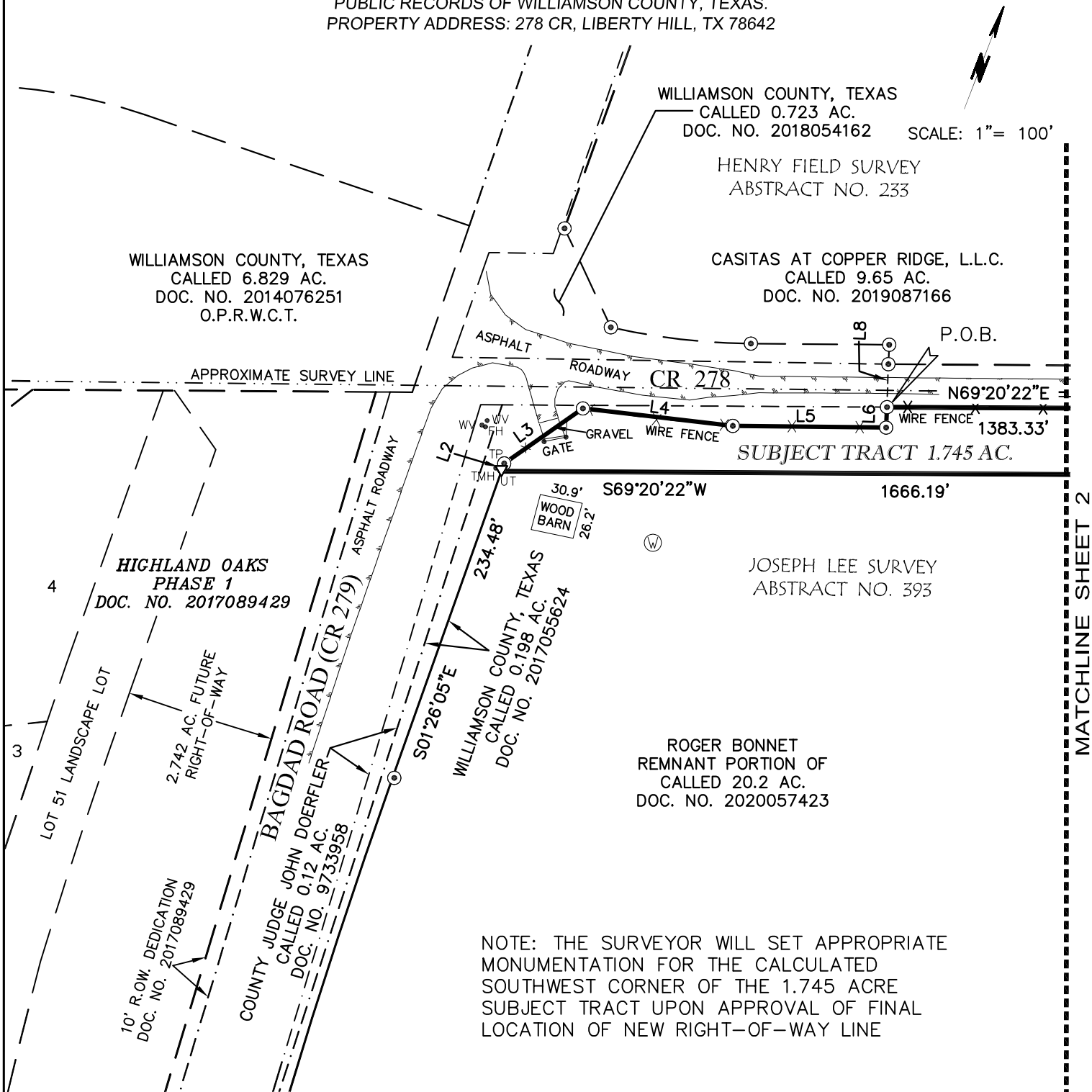
JUNE 26, 2020

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WCRB\CR 278 ROW-TOPO 2020 WA\BONNET STANDARD LAND SURVEY\CR 278 ROW PARCEL BONNETT TRACT M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
 PROPERTY ADDRESS: 278 CR, LIBERTY HILL, TX 78642



NOTE: THE SURVEYOR WILL SET APPROPRIATE MONUMENTATION FOR THE CALCULATED SOUTHWEST CORNER OF THE 1.745 ACRE SUBJECT TRACT UPON APPROVAL OF FINAL LOCATION OF NEW RIGHT-OF-WAY LINE

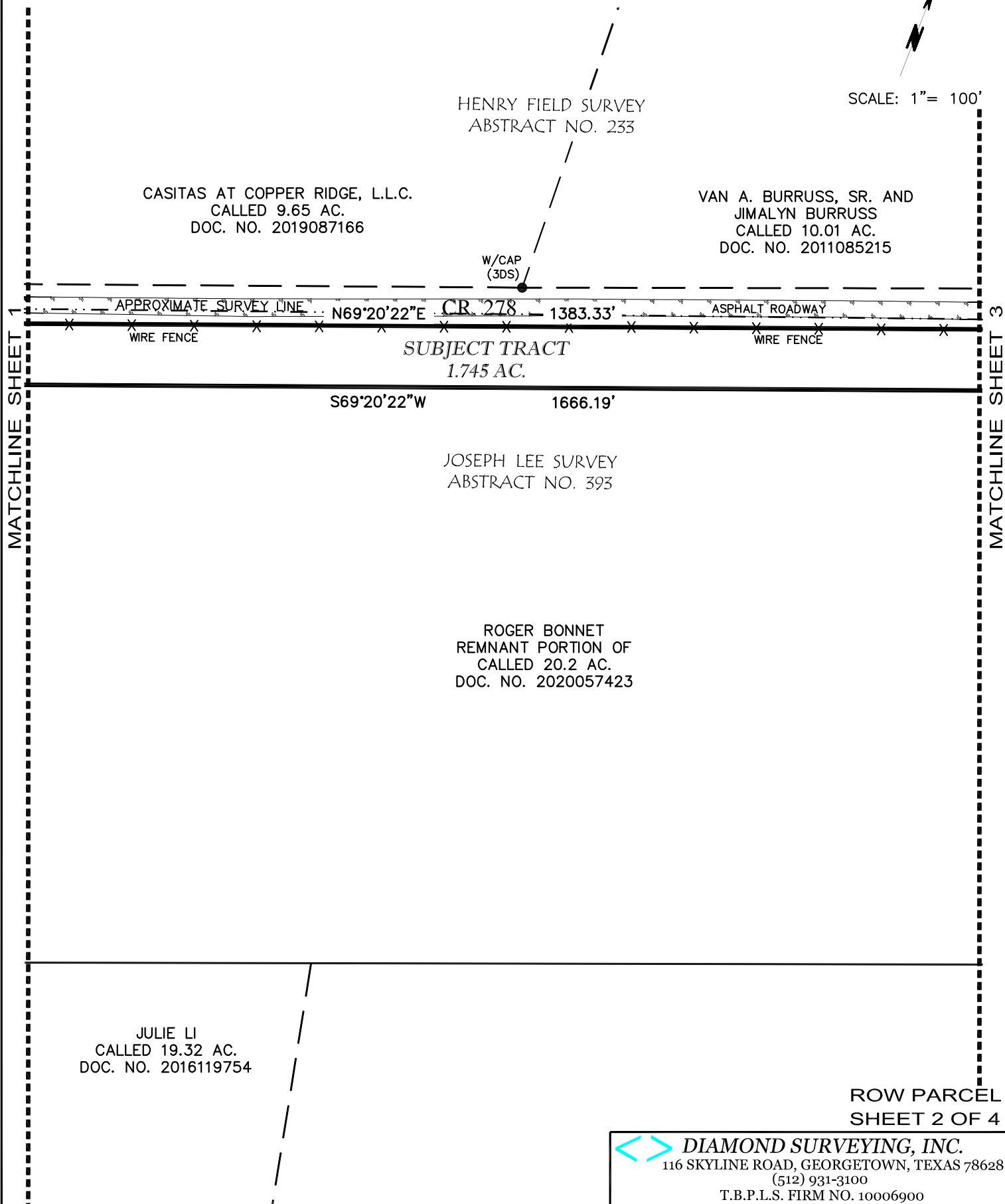
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S25°40'35"E	48.18'
L2	N01°26'05"W	5.97'
L3	N34°03'27"E	69.43'
L4	N75°38'53"E	109.20'
L5	N69°37'26"E	110.94'
L6	N18°39'12"W	14.81'
L7	S25°40'35"E	82.84'
L8	N19°09'57"W	31.08'
L9	N20°39'38"W	32.38'

JULIE LI
 CALLED 19.32 AC.
 DOC. NO. 2016119754

ROW PARCEL
 SHEET 1 OF 4

<> DIAMOND SURVEYING, INC.
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
 (512) 931-3100
 T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 278 CR, LIBERTY HILL, TX 78642



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
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SCALE: 1"= 100'

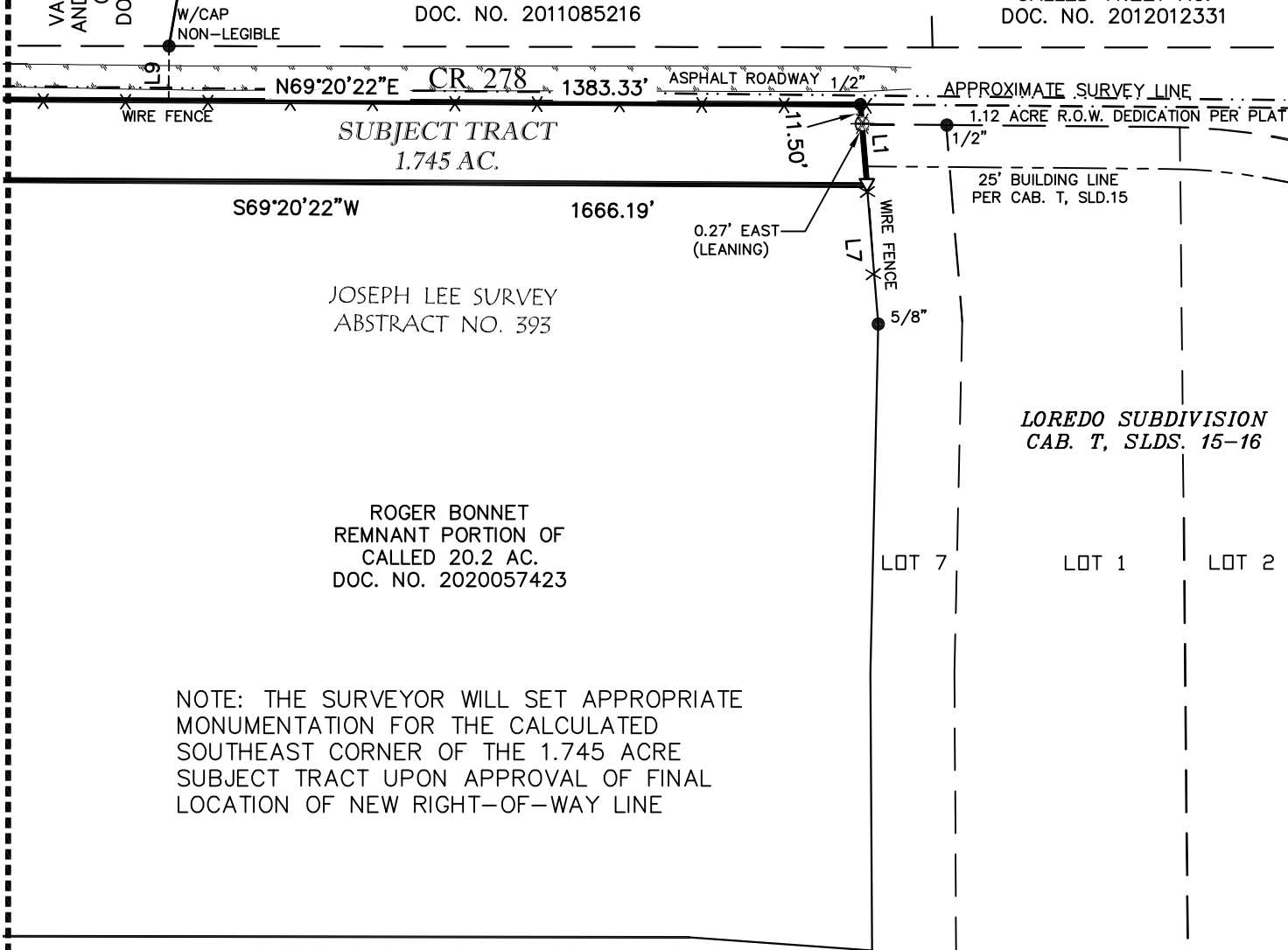
MATCHLINE SHEET 2

VAN A. BURRUSS, SR.
AND JIMALYN BURRUSS
CALLED 10.01 AC.
DOC. NO. 2011085215

HENRY FIELD SURVEY
ABSTRACT NO. 233

VAN A. BURRUSS, SR. AND
JIMALYN BURRUSS
CALLED 10.01 AC.
DOC. NO. 2011085216

ANNE K BEVILLE AND SPOUSE,
THOMAS H BEVILLE, JR
CALLED 11.221 AC.
DOC. NO. 2012012331



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S25°40'35"E	48.18'
L2	N01°26'05"W	5.97'
L3	N34°03'27"E	69.43'
L4	N75°38'53"E	109.20'
L5	N69°37'26"E	110.94'
L6	N18°39'12"W	14.81'
L7	S25°40'35"E	82.84'
L8	N19°09'57"W	31.08'
L9	N20°39'38"W	32.38'

ROW PARCEL
SHEET 3 OF 4

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.745 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 20.2 ACRE TRACT OF LAND CONVEYED TO ROGER BONNET, RECORDED IN DOCUMENT NO. 2020057423 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 278 CR, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
✱	COTTON GIN SPINDLE FOUND
⊙	IRON ROD FOUND WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
Ⓢ	WELL
•WV	WATER VALVE
•FH	FIRE HYDRANT
■TP	TELEPHONE PEDESTAL
•TMH	TELEPHONE MANHOLE
■UT	UNDERGROUND TELEPHONE MARKER SIGN
— X — X —	WIRE FENCE
— — — — —	EDGE OF PAVEMENT
P.O.B.	POINT OF BEGINNING

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. THE COORDINATED AND DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE "X" UNSHADED, AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0245F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT. 6) THE BOUNDARY LINE SHOWN HEREON ARE FOR BOUNDARY VERIFICATION ONLY AND ARE NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY.

To: Williamson County, Texas, exclusively,

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on June 24, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



ROW PARCEL
SHEET 4 OF 4

Shane Shafer

SHANE SHAFER, R.P.L.S. NO. 5281

JUNE 26, 2020

DATE



DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100

T.B.P.L.S. FIRM NO. 10006900

DEED
County Road 278

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 **ROGER BONNET**, 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 1.745 acres tract of land out of the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being out of that remnant portion of the called 20.2 acre tract of lane conveyed to Roger Bonnet recorded in document no. 2020057423, Official Records, Williamson County, Texas; said 1.745 acre tract being more particularly described by a metes and bounds description in Exhibit "A" attached hereto and incorporated herein;

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 366.

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:

Roger Bonnet

ACKNOWLEDGMENT

STATE OF _____

§

§

COUNTY OF _____

§

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

Notary Public, State of _____

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