

REAL ESTATE CONTRACT

Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TRAVIS LEE BETAK and JENNIFER L. BETAK (referred to in this Contract as "Seller", whether one or more) 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:

Being a 1.012 acre tract of land, more or less, out of the JAMES C EAVES SURVEY, ABSTRACT NO. 213, in Williamson County, being that same called 1.265 acre tract of land as conveyed to Travis Lee Betak by Gift Deed recorded in Document No. 2011041723, Official Public Records, Williamson County, Texas, and as described in further detail by metes and bounds in Exhibit "A" attached hereto and incorporated herein; SAVE AND EXCEPT that certain 0.253 acre (11,022 sq. ft.) portion conveyed to Williamson County, Texas for right-of-way purposes as described in Deed recorded in Document No. 2017119661, Official Public Records, Williamson County, Texas, being further described by metes and bounds in Exhibit "B" 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 and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise 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 shall be the sum of FIVE HUNDRED NINETY THOUSAND and 00/100 Dollars (\$590,000.00). Pursuant to the Retained Improvements provision in Section 2.03 below, Purchaser shall receive a deduction to the Purchase Price of \$1,200.00 for net amount due and owing to Seller of **FIVE HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$588,800.00)**.

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. Retained Improvements. Seller and Purchaser agree that Seller is retaining title to the following improvements located on the Property, to wit: built-in oven, built-in microwave/convection oven, ceiling fans (living room and master bedroom), two internal light fixtures (foyer and dining room), four external light fixtures (two by front door; two by garage door), jet garden tub from master bathroom, and granite island in kitchen (the "Retained Improvements").

As an obligation which shall survive the Closing of this transaction, Seller covenants and agrees to remove the Retained Improvements from the Property on or before **June 30, 2021**, subject to such extensions of time as may be authorized by Purchaser in writing. In the event Seller fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Purchaser, its successors and assigns, forever, and Purchaser shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements bisected by the acquisition of the Property.

Purchaser shall receive a credit to the Purchase Price of ONE THOUSAND TWO HUNDRED and 00/100 Dollars (\$1,200.00) as consideration for allowing the Retained Improvements.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. Purchaser 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 Purchaser prior to or as of 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) 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 the threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company at 203 W. Main Street Suite A Pflugerville, TX on or before June 30, 2021, 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 in fee simple to all of the Property or as otherwise described herein, 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.

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

(3) Provide reasonable assistance, 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, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement 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".

(4) Deliver to Purchaser possession of the Property, subject to Seller's right to remove the Retained Improvements as set out in Paragraph 2.03 herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall pay the cash portion of the Purchase Price to Seller.

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 respectively as incurred.

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. Provided, however, that nothing in this Contract shall otherwise waive, alter or impair any rights which Sellers may have to receive qualified relocation benefits or housing supplement payments under the Uniform Relocation Assistance and Real Property Acquisition Act (1970).

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, which date is indicated beneath the 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:



Travis Lee Betak

Address: 6601 CR 101, Taylor, Tx. 76574

Date: 5-24-2021



Jennifer L. Betak

Date: 5/24/2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

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

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

Date: June 8, 2021

EXHIBIT A

STATE OF TEXAS
COUNTY OF WILLIAMSON

MARCH 17, 2011

1.265 ACRES

These notes describe that certain tract of land located in the **J.C. EAVES SURVEY, ABSTRACT NO. 213**, situated in Williamson County, Texas; subject tract being out of and a part of a called "75.63 Acres" conveyed in a Warranty Deed from Norman E. Fuessel, et ux, to N.E. & N.A. Fuessel Living Trust, dated 10-18-1996 and recorded in Document No. 1997002510, of the Official Records, Williamson County, Texas (ORWC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on January 18, 2011, and being more fully described as follows:

COMMENCING from a 1/2" Iron Rod found, being in the South Right-Of-Way of County, Road No. 395; found an additional 1/2" Iron Rod, bearing North 68°31'28" East, a distance of 778.60 feet, being the Northeast corner of said "75.63 Acres"; same being in the South Right-of-Way of County Road No. 395; **THENCE** South 68°31'28" West with the projected South line of said strip, a distance of 20.00 feet to a point for the Northwest corner of said "75.63 Acres"; **THENCE** South 22°40'56" East, with a line for the common line of said "75.63 Acres" and the East Right-of-Way line of County Road No. 101, a distance of 2191.51 feet to a 1/2" Iron rod set (w/cap), same being the Northwest corner of subject tract and the **POINT OF BEGINNING**;

THENCE South 22°40'56" East, with the common line of said "75.63 Acres" and the East Right-of-Way of County Road No. 101, a distance of **152.17 feet** to a 1/2" Iron rod set (w/cap); same being the Southwest corner of subject tract; a Concrete monument with brass disc was found, bearing South 22°40'56" East at a distance of 847.76 feet, being in the east Right-of-Way line of County Road 101; as recorded in Document No. 2008087669 Official Public Records Williamson County (OPRWC);

THENCE North 68°31'28" East, a distance of **362.18 feet** to a 1/2" Iron rod set (w/cap); being the Southeast corner of subject tract;

THENCE North 22°40'56" West, a distance of **152.17 feet** to a 1/2" Iron rod set (w/cap), being the Northeast corner of subject tract;

THENCE South 68°31'28" West, a distance of **362.18 feet** to the **POINT OF BEGINNING** containing according to the dimensions herein stated an area of **1.265 Acres** of Land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment and are grid values.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249



① **RETURN TO**
Longhorn Title Co., Inc.

EXHIBIT B

Page 1 of 4
Rev. 08/31/16

County: Williamson
Parcel: 7
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 7

METES & BOUNDS DESCRIPTION FOR A 0.253 ACRE (11,022 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.265 ACRE TRACT OF LAND AS CONVEYED TO TRAVIS LEE BETACK BY GIFT DEED RECORDED IN DOCUMENT NUMBER 2011041723 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.253 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 rod found at the southeast corner of the above described Betak tract at inside corner of the remaining portion of a called 74.3682 acre tract as conveyed to Fuessel Holdings LLC by special warranty deed as recorded in Document No. 2012081610 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found at the northeast corner of said Betak tract bears N 22°40'12" W, a distance of 152.14 feet; Thence with the south line of said Betak tract, S 68°32'12" W, a distance of 285.47 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set (NAD-83, Central Zone Grid Coordinates: N 10,178,487.69, E 3,192,586.51) for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 60.00 feet right of County Road 101 baseline station 30+27.18;

THENCE, continuing with the south line of said Betak tract, **S 68°32'12" W**, a distance of **72.18** feet to a calculated point on the occupied east right-of-way line County Road 101 (width varies), for the southwest corner of the herein described tract;

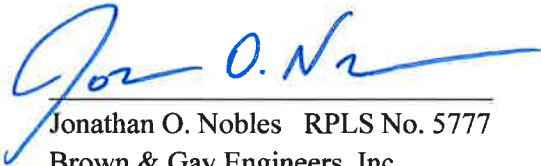
THENCE, with the occupied east right-of-way line of said County Road 101, **N 22°18'33" W**, a distance of **152.13** feet to a calculated point on the north line of said Betak tract, for the northwest corner of the herein described tract;

THENCE, with the north line of said Betak tract, **N 68°32'12" E**, a distance of **72.74** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 60.00 feet right of County Road 101 baseline station 31+79.30, from which a 1/2-inch iron rod found at the northeast corner of said Betak tract bears N 68°32'12" E, a distance of 283.95 feet;

THENCE, departing the north line of said Betak tract and over and across said Betak tract, **S 22°05'55" E**, a distance of **152.12** feet to the **POINT OF BEGINNING** and containing 0.253 acres (11,022 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




Date

Client: Williamson County

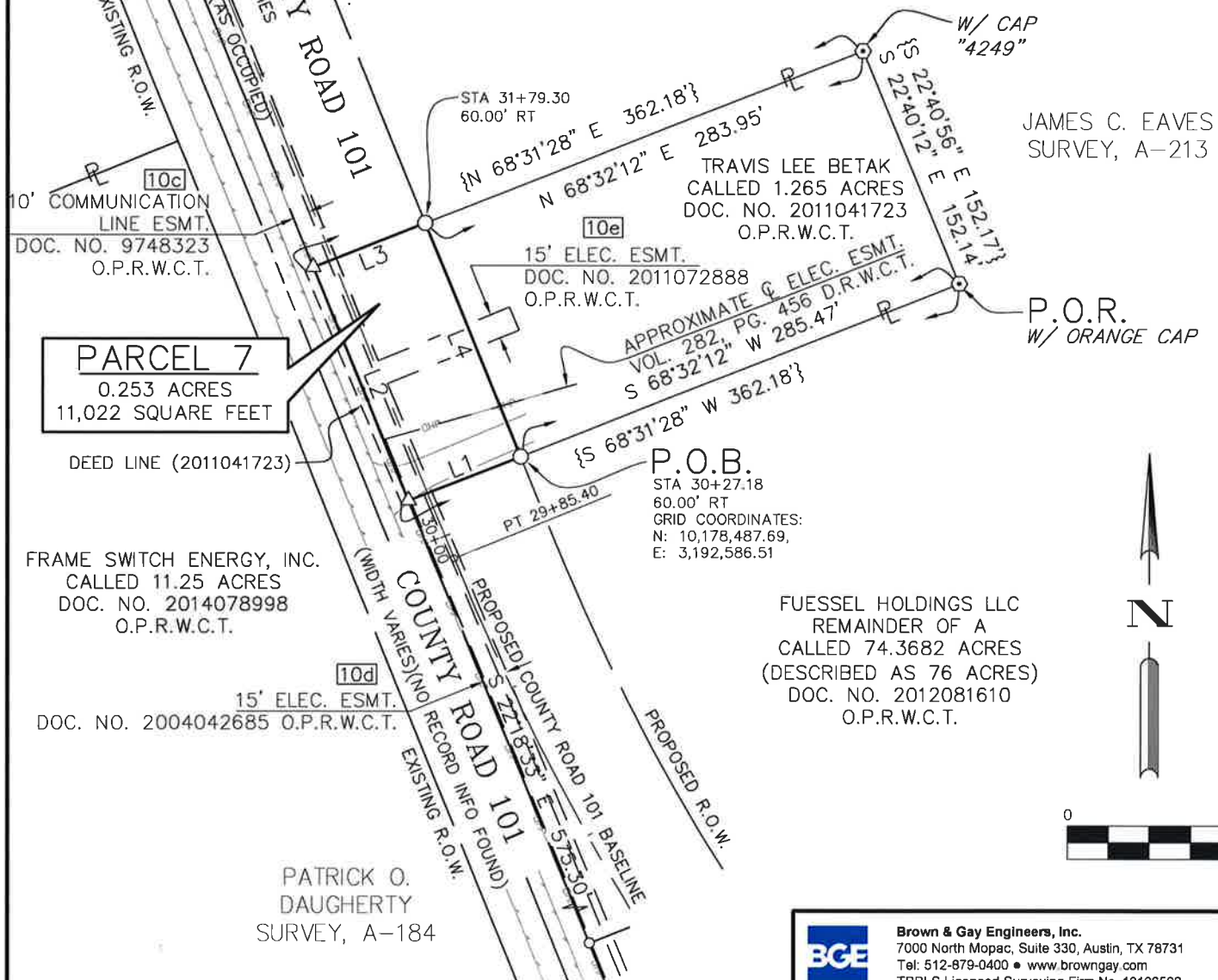
Date: August 31, 2016

Job No: 2792-02

JAMES C. EAVES SURVEY, A-213

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 68°32'12" W	72.18'
L2	N 22°18'33" W	152.13'
L3	N 68°32'12" E	72.74'
L4	S 22°05'55" E	152.12'

FUESSEL HOLDINGS LLC
REMAINDER OF A
CALLED 74.3682 ACRES
(DESCRIBED AS 76 ACRES)
DOC. NO. 2012081610
O.P.R.W.C.T.



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

Copyright 2016

PARCEL PLAT
SHOWING PARCEL 7
0.253 ACRE (11,022 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY








Scale: 1"=100'	Job No.: 2792-02	Date: 08/31/2016	Page: 3 of 4
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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 1622148-GTN, DATED EFFECTIVE JUNE 15, 2016 AND ISSUED ON JUNE 24, 2016.

- 10c. EASEMENT AND RIGHT OF WAY GRANTED TO GTE SOUTHWEST, INCORPORATED BY INSTRUMENT RECORDED IN DOCUMENT NO. 9748323, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10d. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042685, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10e. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2011072888, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10f. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE 2012-19, RECORDED IN DOCUMENT NO. 2012057357, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.


LEGEND

D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY TEXAS
ELEC.	ELECTRIC
ESMT.	EASEMENT
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 DOC. NO. 2011041723
	FOUND 1/2" IRON ROD W/CAP
	SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
	CALCULATED POINT
	OVERHEAD POWER
	EDGE OF ASPHALT

GENERAL NOTES:

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




 JONATHAN O. NOBLES RPLS NO. 5777
 BROWN & GAY ENGINEERS, INC.
 7000 NORTH MOPAC, SUITE 330
 AUSTIN, TEXAS 78731
 TELEPHONE: (512) 879-0400



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 7
0.253 ACRE (11,022 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	08/31/2016	4 of 4

EXHIBIT "C"

Parcel 95

DEED

Southeast Loop (Corridor A1) 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 TRAVIS LEE BETAK and JENNIFER L. BETAK, 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 (the "Property"):

Being a 1.012 acre tract of land, more or less, out of the JAMES C EAVES SURVEY, ABSTRACT NO. 213, in Williamson County, being that same called 1.265 acre tract of land as conveyed to Travis Lee Betak by Gift Deed recorded in Document No. 2011041723, Official Public Records, Williamson County, Texas, and as described in further detail by metes and bounds in Exhibit "A" attached hereto and incorporated herein; **SAVE AND EXCEPT** that certain 0.253 acre (11,022 sq. ft.) portion conveyed to Williamson County, Texas for right-of-way purposes as described in Deed recorded in Document No. 2017119661, Official Public Records, Williamson County, Texas, being further described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 95)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: built-in oven, built-in microwave/convection oven, ceiling fans (living room and master bedroom), two internal light fixtures (foyer and dining room), four external light fixtures (two by front door; two by garage door), jet garden tub from master bathroom, and granite island in kitchen (the "Retained Improvements").

Grantor covenants and agrees to remove the Retained Improvements from the Property on or before the earlier of June 30, 2021, or upon the termination of any leaseback period for the Property, subject to such extensions of time as may be authorized by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever, and Grantee shall be allowed temporary access to the remaining property of Grantor as necessary solely for the purpose of removing any portion of the Retained Improvements not removed by Grantor on or before June 30, 2021 or such applicable extension of time thereafter as authorized by Grantee in writing.

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 Southeast Loop/Corridor A1.

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 under threat of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

GRANTOR:

Travis Lee Betak

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Travis Lee Betak, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Jennifer L. Betak

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Jennifer L. Betak, 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: