

REAL ESTATE CONTRACT

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TERRELL GAUNY** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 4.221 acre tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 35P2**);

All of that certain 30,097 square foot tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County; being further described on Exhibit "B", attached hereto and incorporated herein (**Parcel 35R**);

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 Exhibits "A-B" 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.

Prior to Closing, Purchaser shall at its sole cost provide a metes and bounds description and property sketch for the portion of the Property identified in Exhibit "B", and which shall be attached to the conveyance deed prior to recording in the real property records.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of THREE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$350,000.00).

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

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, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, 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 Exhibits "A-B", 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 as requested, at no cost to Seller, to cause Title Company to issue 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, but shall otherwise be the continuing obligation of Seller to satisfy. 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, 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 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

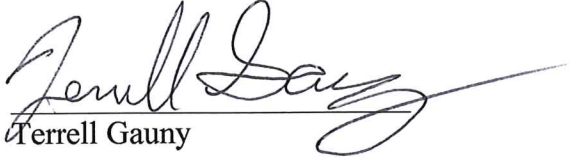
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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:



Terrell Gauny

Address: 3751 RR 1869
Liberty Hill 78642

Date: 7-13-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 
Bill Gravell (Jul 20, 2021 14:28 CDT)
Bill Gravell, Jr.
County Judge

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

Date: Jul 20, 2021

EXHIBIT "A"

County: Williamson
Parcel No.: 35ROW-PART 2
Tax ID: R352448
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 35ROW-PART 2

FOR A 4.221 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO TERRELL K. GAUNY, RECORDED IN DOCUMENT NO. 2015018466 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 4.221 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JANUARY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap marked "WLSA 2777" (Surface Coordinates: N=10214221.18, E=3052590.28) monumenting the northwest corner of said 10.00 acre Gauny tract and the northeast corner of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of RR 1869 (right-of-way width varies), from which a 1/2" iron rod found monumenting a point of curvature on the north boundary line of said 21.63 acre Williamson County, Texas tract and said south right-of-way line of RR 1869, bears S 72°41'38" W for a distance of 261.17 feet;

THENCE, S 13°15'28" E with the west boundary line of said 10.00 acre Gauny tract and the east boundary line of said 21.63 acre Williamson County, Texas tract for a distance of 415.63 feet to a 5/8" iron rod set with aluminum cap marked "Williamson County" (Surface Coordinates: N=10213816.62, E=3052685.59), being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 409+00.01, for the north corner and **POINT OF BEGINNING** hereof;

THENCE, **S 52°24'35" E** through the interior of said 10.00 acre Gauny tract for a distance of **677.20 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the east boundary line of said 10.00 acre Gauny tract and the west boundary line of the called 15.692 acre tract of land (Tract 1) conveyed to Casey Pezold, recorded in Document No. 2018072328 of the Official Public Records of Williamson County, Texas, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 415+77.21, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the most westerly northwest corner of said 15.692 acre Pezold tract and an angle point in said east boundary line of the 10.00 acre Gauny tract, same being on an angle point in the south boundary line of the called 3 acre tract

County: Williamson
Parcel No.: 35ROW-PART 2
Tax ID: R352448
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

of land conveyed to Clara A. Cantrell and John N. Cantrell, recorded in Volume 483, Page 629 of the Deed Records of Williamson County, Texas, bears N 13°35'56" W for a distance of 295.69 feet;

THENCE, **S 13°35'56" E** with said east boundary line of the 10.00 acre Gauny tract and said west boundary line of the 15.692 acre Pezold tract for a distance of **170.69 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the southeast corner of said 10.00 acre Gauny tract and the southwest corner of said 15.692 acre Pezold tract, same being on the north boundary line of the called 106.42 acre tract of land conveyed to Martha Jane Beiter, recorded in Document No. 2014093155 of the Official Public Records of Williamson County, Texas, being 43.02 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 417+10.22, for the southeast corner hereof, from which a 1/2" iron rod found monumenting an angle point in the south boundary line of said 15.692 acre Pezold tract and said north boundary line of the 106.42 acre Beiter tract, bears N 67°42'57" E for a distance of 65.39 feet;

THENCE, **S 68°53'08" W** with the south boundary line of said 10.00 acre Gauny tract and said north boundary line of the 106.42 acre Beiter tract for a distance of **225.88 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 415+92.88, for the southwest corner hereof, from which a 1/2" iron rod found monumenting the southwest corner of said 10.00 acre Gauny tract and the southeast corner of said 21.63 acre Williamson County, Texas tract, same being on said north boundary line of the 106.42 acre Beiter tract, bears S 68°53'08" W for a distance of 200.36 feet;

THENCE, **N 52°24'35" W** through the interior of said 10.00 acre Gauny tract for a distance of **360.91 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the west boundary line of said 10.00 acre Gauny tract and said east boundary line of the 21.63 acre Williamson County, Texas tract, being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 412+31.97, for an angle point hereof, from which a 1/2" iron rod found monumenting an angle point in said west boundary line of the 10.00 acre Gauny tract and said east boundary line of the 21.63 acre Williamson County, Texas tract, bears S 20°51'50" E for a distance of 163.53 feet;


THENCE, with said west boundary line of the 10.00 acre Gauny tract and said east boundary line of the 21.63 acre Williamson County, Texas tract, the following four (4) courses and distances:

County: Williamson
Parcel No.: 35ROW-PART 2
Tax ID: R352448
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

1. **N 20°51'50" W** for a distance of **129.47 feet** to a 1/2" iron rod found with cap marked "RPLS 2218", being 82.26 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 411+21.63, for an angle point hereof;
2. **N 18°55'32" W** for a distance of **105.72 feet** to a 1/2" iron rod found, being 23.94 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 410+33.46, for an angle point hereof;
3. **N 00°10'19" E** for a distance of **218.00 feet** to a 1/2" iron rod found, being 149.20 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Station 409+01.00, for an angle point hereof;
4. **N 13°15'28" W** for a distance of **1.27 feet** to the **POINT OF BEGINNING** and containing 4.221 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 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.E.L.S. FIRM NUMBER 10006900



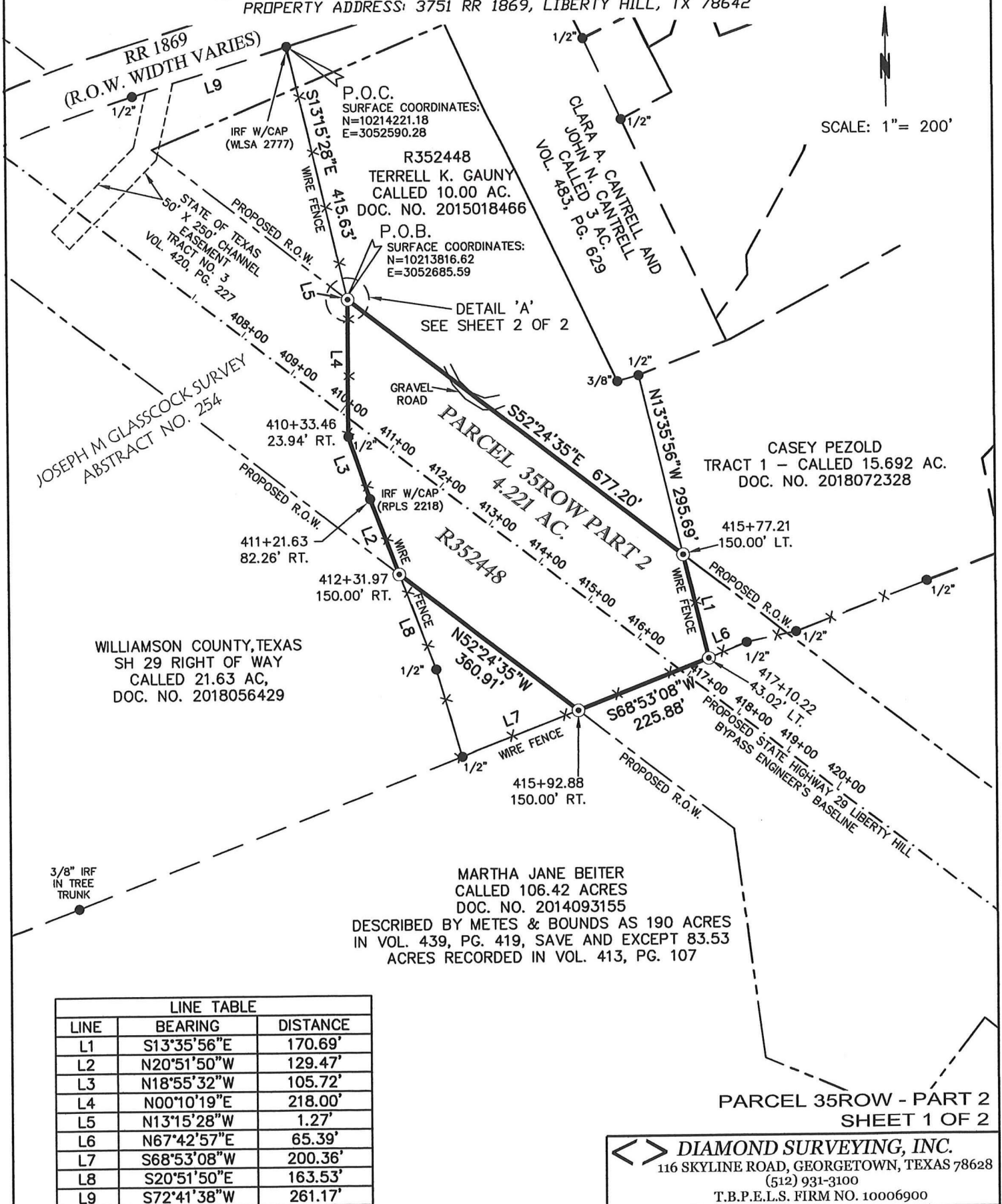
MARCH 25, 2021

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



Z:\WILLIAMSON COUNTY PSA PROJECTS\2020 Liberty Hill SH 29 Bypass WA#1\PARCELS FINAL LTS SURVEYS\PARCEL 35 ROW LTS\PARCEL 35 - PART 2 SH 29 BYPASS LH m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 4.221 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO TERRELL K. GAUNY, RECORDED IN DOCUMENT NO. 2015018466 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 3751 RR 1869, LIBERTY HILL, TX 78642



LINE TABLE

LINE	BEARING	DISTANCE
L1	S13°35'56"E	170.69'
L2	N20°51'50"W	129.47'
L3	N18°55'32"W	105.72'
L4	N00°10'19"E	218.00'
L5	N13°15'28"W	1.27'
L6	N67°42'57"E	65.39'
L7	S68°53'08"W	200.36'
L8	S20°51'50"E	163.53'
L9	S72°41'38"W	261.17'

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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PROPERTY ADDRESS: 3751 RR 1869, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
— X — X —	WIRE FENCE
— — — —	PROPOSED RIGHT-OF-WAY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

GENERAL NOTES:

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

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

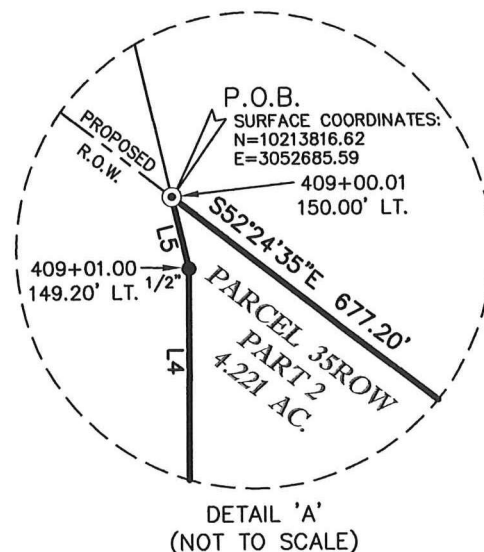
3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Stewart Title Guaranty Company, Commitment for Title Insurance T-7, GF No. 2063093-KFD, which bears an Effective Date October 30, 2020 and an Issued Date of November 10, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Electric utility easement to Texas Power & Light Company, recorded in Volume 293, Page 198, Deed Records, Williamson County, Texas. Not a part of subject tract.

10b. Channel Easement to the State of Texas, recorded in Volume 420, Page 227, Deed Records, Williamson County, Texas. Not a part of the subject tract. Channel Easement Tract 3 is shown hereon.



To: Williamson County, Texas and Stewart Title Guaranty Company, 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 January 14, 2021. 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 1A, Condition III Land Title 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.



PARCEL 35ROW - PART 2
SHEET 2 OF 2

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

MARCH 25, 2021
DATE

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

EXHIBIT "B"

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 4.221 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO TERRELL K. GAUNY, RECORDED IN DOCUMENT NO. 2015018466 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 3751 RR 1869, LIBERTY HILL, TX 78642

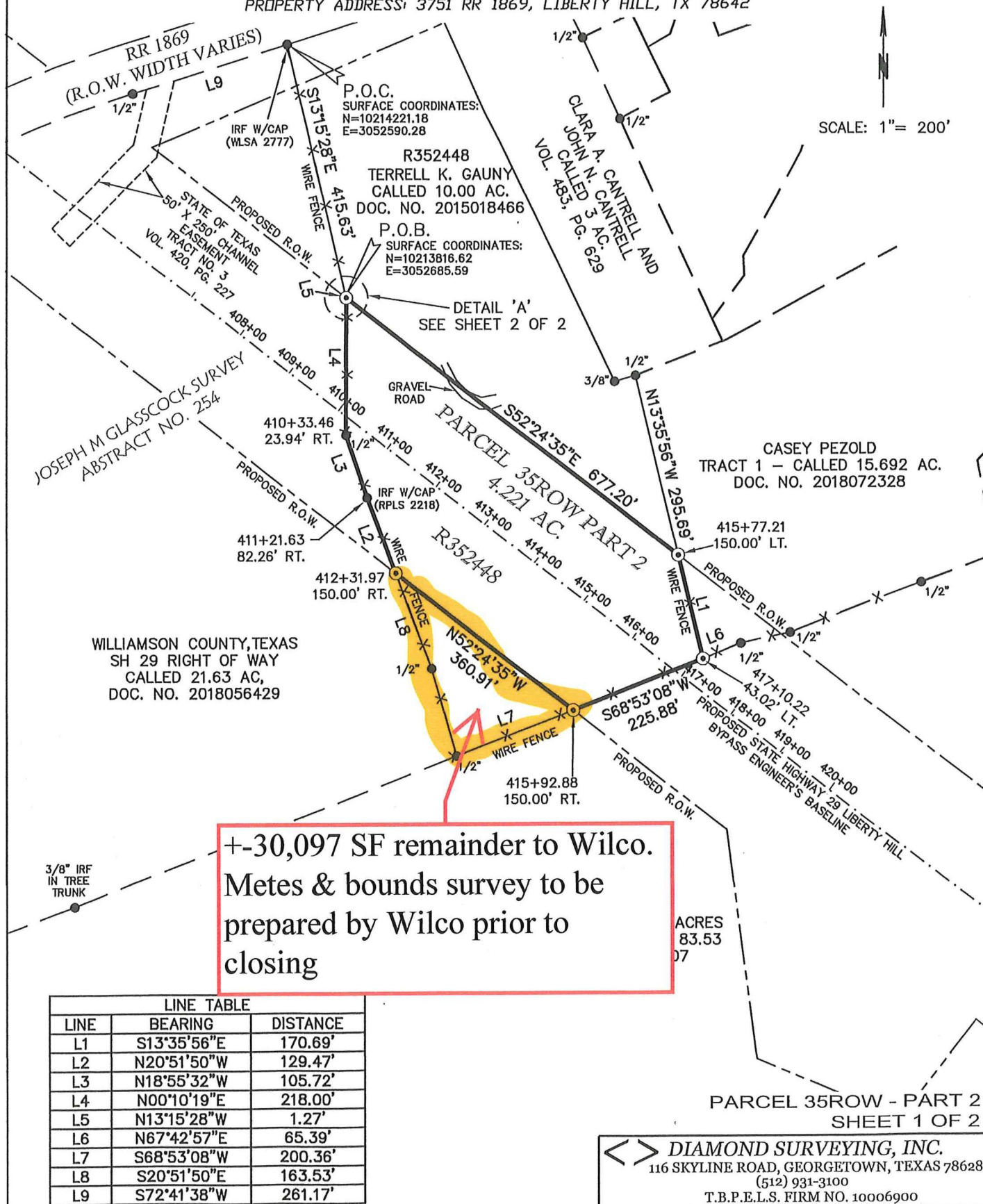


EXHIBIT "C"

Parcel 35P2/35R

DEED

Liberty Hill Bypass 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 TERRELL GAUNY, a single person, 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"):

All of that certain 4.221 acre tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 35P2**);

All of that certain 30,097 square foot tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 35R**). (**NOTE: final survey to be provided by County prior to Closing**)

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: 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 Liberty Hill Bypass.

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 _____, 2021.

[signature page follows]

GRANTOR:

Terrell Gauny

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2021 by Terrell Gauny, 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: