

**REAL ESTATE CONTRACT**  
CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DUDLEY HARVEY AND SHARON HARVEY** (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:

All of that certain 0.183-acre (7,980 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 28**);

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 herein 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 AND ADDITIONAL COMPENSATION**

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of **FORTY-TWO THOUSAND FIVE HUNDRED SEVENTY-THREE and 00/100 Dollars (\$42,573.00)**.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's 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 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 Texas National Title Company on or before December 31, 2023, 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 the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property 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.

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

(3) 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 permanent interests being conveyed in 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 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 portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the 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 this Contract 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 the Williamson County Commissioners' court, 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.

#### Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2023, to enter and possess the Property for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

**C. DUDLEY HARVEY**

By: C. Dudley Harvey Address: 231 NEAL DR  
Name: C. DUDLEY HARVEY LIBERTY HILL, TX. 78642  
Date: 12/28/23

**SELLER:**

**SHARON K. HARVEY**

By: Sharon K. Harvey Address: 231 Neal Dr.  
Name: Sharon K. Harvey Liberty Hill, Tx. 78642  
Date: 12-28-23

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: *Valerie Covey*  
Valerie Covey County Commissioner

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

Date: Jan 9, 2024



County: Williamson  
Parcel : 28 – Dudley Harvey & Sharon Harvey  
Highway: Bagdad Rd (CR 279)

EXHIBIT A  
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.183 ACRE (7,980 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.46 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO DUDLEY HARVEY & SHARON HARVEY RECORDED IN DOCUMENT NO. 2009060696 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.183 ACRE (7,980 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 106.45 feet left of Bagdad Road Baseline Station 226+23.62 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) (Grid Coordinates determined as N=10,201,781.49 E=3,060,129.76), being the southerly boundary line of that called 6.00 acre tract of land described in a General Warranty Deed to C. Dudley Harvey and Sharon K. Harvey recorded in Document No. 2018067810 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 4.46 acre tract, for the northwesterly corner and POINT OF BEGINNING of the herein described parcel and from which a 1/2" iron rod found, being the southwesterly corner of said 6.00 acre tract, same being the northwesterly corner of said 4.46 acre tract bears S 69°45'55" W, at a distance of 777.51 feet;

- 1) THENCE, departing said proposed westerly ROW line, with the common boundary line of said 6.00 acre tract and said 4.46 acre tract, N 69°45'55" E for a distance of 33.36 feet to a 1/2" iron rod found in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the southeasterly corner of said 6.00 acre tract, same being the northeasterly corner of said 4.46 acre tract, also being the northwesterly corner of that called 0.05 acre ROW tract described in a deed to County Judge John Doerfler recorded in Document No. 1997033108 of the Official Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;

THENCE, departing said 6.00 acre tract, with the easterly boundary line of said 4.46 acre tract, being the westerly line of said 0.05 acre ROW tract, same being said existing ROW line, the following two (2) courses:

- 2) S 09°50'47" E for a distance of 125.54 feet to a calculated point of curvature to the left;
- 3) Along said curve to the left, having a delta angle of 04°32'51", a radius of 1,563.00 feet, an arc length of 124.05 feet and a chord which bears S 12°23'29" E, for a distance of 124.02 feet to a 1/2" iron rod found, being the northeasterly corner of that called 4.51 acre tract of land described in a General Warranty Deed to Jeffrey W. Vogel recorded in Document No. 2016071986 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 4.46 acre tract, also being the southwesterly corner of said 0.05 acre ROW tract, for the southeasterly corner of the herein described parcel;
- 4) THENCE, departing said existing ROW line, with the common boundary line of said 4.51 acre and said 4.46 acre tract, S 69°48'54" W for a distance of 35.06 feet to an iron rod with plastic cap stamped "WILLIAMSON COUNTY" set 104.22 feet left of Bagdad Road Baseline Station 223+73.88, in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of said 4.51 acre tract, same being the southwesterly corner of said 4.46 acre tract bears S 69°48'54" W, at a distance of 737.00 feet;
- 5) THENCE, departing said 4.51 acre tract, through the interior of said 4.46 acre tract, with said proposed ROW line, N 10°43'27" W for a distance of 249.75 feet to the POINT OF BEGINNING, containing 0.183 acres (7,980 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 to the best of my knowledge and belief 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

*21 OCT 2022*

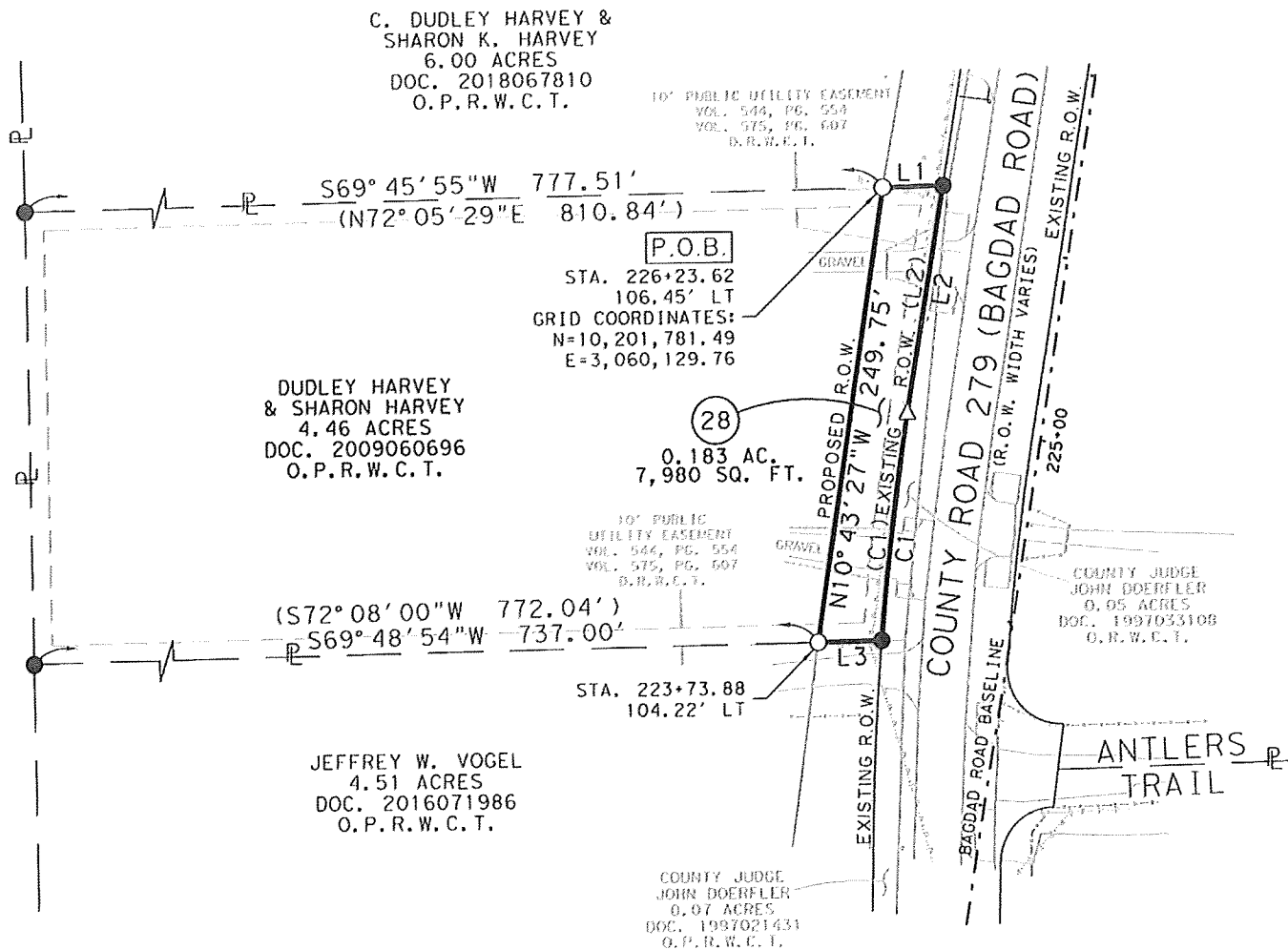
Date

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



EXHIBIT "A"  
**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04° 32' 51"	1,563.00'	124.05'	124.02'	S12° 23' 29"E
(C1)		(1,563.00')		(124.03')	(S10° 02' 40"E)



NO.	DIRECTION	DISTANCE
L1	N69° 45' 55"E	33.36'
L2	S09° 50' 47"E	125.54'
(L2)	(S07° 29' 58"E)	(125.56')
L3	S69° 48' 54"W	35.06'

JOSEPH LEE SURVEY  
 ABSTRACT NO. 393

10/12/2022

**INLAND GEODETICS**  
 PROFESSIONAL LAND SURVEYORS  
 1504 CHISHOLM TRAIL RD. STE. 103  
 ROUND ROCK, TX. 78681  
 PH. (512) 238-1200, FAX (512) 238-1251  
 FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

**DUDLEY HARVEY & SHARON HARVEY**

**PARCEL 28**  
 0.183 ACRES  
 7,980 Sq. Ft.

SCALE  
 1" = 100'

PROJECT  
 BAGDAD ROAD

COUNTY  
 WILLIAMSON

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## LEGEND

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

● 1/2" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "WILLIAMSON COUNTY" SET	O.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS
ℙ PROPERTY LINE	O.P.R.W.C.T. OFFICIAL PUBLIC 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 OF NO. T-165846, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: VOLUME 544, PAGE 56, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO (EXPIRED JANUARY 2000).

(10)2. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION DISTRIBUTION LINE OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 542, PAGE 231, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

3. AN ELECTRIC DISTRIBUTION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS DESCRIBED IN DOCUMENT NO. 2022007850, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

4. A 10 FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES OF ALL TRACTS AS DESCRIBED IN VOLUME 544, PAGE 554 AND VOLUME 575, PAGE 607 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

5. BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 544, PAGE 56 AND VOLUME 544, PAGE 554 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, RESTRICTIONS EXPIRE JANUARY 2000.

10. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-52 IN DOCUMENT NO. 2005066226, AND FURTHER RATIFIED BY ORDINANCE NO. 06-0-12, RECORDED IN DOCUMENT NO. 2006013010, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

11. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-035-00 OF RECORD IN DOCUMENT NO. 2017011280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

12. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEED OF RECORD IN DOCUMENT NO. 9733108 OF THE OFFICIAL 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 21 OCT 2022*

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



10/12/2022

## PARCEL PLAT SHOWING PROPERTY OF

**DUDLEY HARVEY  
& SHARON HARVEY**

**PARCEL 28**  
0.183 ACRES  
7,980 Sq. Ft.

SCALE

1" = 100'

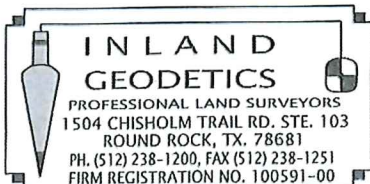
PROJECT

BAGDAD ROAD

COUNTY

WILLIAMSON

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## EXHIBIT B

Parcel 28

### DEED

County Road 279 @ Bagdad Rd. Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**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 **DUDLEY HARVEY AND SHARON HARVEY**, 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(s) or parcel(s) 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 0.183-acre (7,980 square foot) tract of land, out of and situated in the Joseph Lee Survey, Abstract No. 393, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 28);

**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 Grantee's roadway facilities and all related appurtenances.

**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 28 day of December 2023, 2023.

*[signature pages follow]*



GRANTOR:

DUDLEY HARVEY

By: Dudley Harvey

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

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§  
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This instrument was acknowledged before me on this the 28 day of December, 2023 by Dudley Harvey in the capacity and for the purposes and consideration recited therein.

Michelle Higgins  
Notary Public, State of Texas



**GRANTOR:**

**SHARON HARVEY**

By: Sharon Harvey

**ACKNOWLEDGMENT**

STATE OF TEXAS

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COUNTY OF Williamson

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This instrument was acknowledged before me on this the 28 day of December, 2023 by Sharon Harvey in the capacity and for the purposes and consideration recited therein.



Michelle Higgins

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:**