

EXHIBIT "A"

BUYER AND SELLER AGREE THAT AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT AND THAT BY CLOSING THIS TRANSACTION, BUYER ADMITS AND AGREES THAT BUYER WAS GRANTED ADEQUATE TIME AND OPPORTUNITY TO CONDUCT A PROPERTY INSPECTION AND THAT BY ACCEPTING DELIVERY OF THE DEED AND POSSESSION OF THE PROPERTY, BUYER SHALL BE DEEMED TO HAVE APPROVED THE CONDITION OF THE PROPERTY AS OF THE CLOSING DATE, INCLUDING ALL IMPROVEMENTS LOCATED ON THE PROPERTY. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS AND FOR ANY PERSON CLAIMING BY, THROUGH OR UNDER BUYER (ALL SUCH PERSONS BEING INCLUDED IN THE NAME OF BUYER FOR PURPOSES OF THIS SECTION), AGREES TO AND DOES HEREBY ACCEPT THE PROPERTY, INCLUDING ALL IMPROVEMENTS LOCATED ON THE PROPERTY, "AS IS" AND "WHERE IS", "WITH ALL FAULTS", AND BUYER ACKNOWLEDGES AND AGREES THAT THIS CONTRACT IS MADE WITHOUT RECOURSE (EVEN AS TO THE PURCHASE PRICE), AND THAT EXCEPT FOR THE WARRANTIES OF TITLE TO BE CONTAINED IN THE DEED, NEITHER SELLER NOR ANY OF SELLER'S REPRESENTATIVES AND AGENTS (ALL OF SUCH PERSON, INCLUDING SELLER, BEING SOMETIMES COLLECTIVELY REFERRED TO AS THE "SELLER RELATED PERSONS") HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, AND THE SELLER RELATED PERSONS SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY MATTER RELATING TO THIS CONTRACT OR THE PROPERTY, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED; INCLUDING, WITHOUT LIMITATION, BUYER AGREES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE STATUS OR EFFECT OF PRESENT ZONING OR PLATTING, IF ANY, OF THE PROPERTY, OR THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF ANY PART OF THE PROPERTY, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY SELLER WITH LAWS AND REGULATIONS RELATING TO THE PROPERTY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LAWS AND REGULATIONS PERTAINING TO HEALTH, SAFETY, DESIGN, CONSTRUCTION, ACCESSIBILITY AND LAND USE. BUYER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) SHALL RELIEVE SELLER OF ANY LIABILITY TO BUYER AS A RESULT OF ANY AND ALL MATTERS ADDRESSED HEREIN AND BUYER AGREES TO ACCEPT ALL LIABILITY THEREOF, AS BETWEEN BUYER AND SELLER, AND BUYER SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS, OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF BUYER'S DISCOVERY OF SAID MATTERS SUBJECT OF THIS ENTIRE PARAGRAPH. THIS PROVISION, ALONG WITH THE INDEMNITY CONTAINED HEREIN, SHALL SURVIVE CLOSING AND NOT BE MERGED THEREIN.

BUYER

By: _____

Printed Name: _____

Date: _____, 20__

By: _____

Printed Name: _____

Date: _____, 20__

SELLER

Williamson County, Texas

By: _____

Dan A. Gattis, County Judge

Date: _____, 20__