

REAL ESTATE CONTRACT

Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT ("Contract") is made by and between 3349 LAND GROUP, LLC (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 7.512 acre (327,230 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 66**);

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, and any damage to or cost to cure the remaining property of Seller shall be the sum of FOUR HUNDRED NINETY-ONE THOUSAND and 00/100 Dollars (\$491,000.00).

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. As additional consideration for the Property, and as an obligation of the parties which shall survive the Closing of this transaction, Purchaser agrees that in connection with the construction of the proposed Southeast Loop/FM3349 roadway improvement project ("Project") it shall at its sole expense cause the installation of two (2) steel utility sleeve casings twenty-four (24) inches in diameter, in the roadway plan Station locations and at the minimum vertical depth alignments as shown in Exhibit "B" attached hereto and incorporated herein, or as otherwise agreed to between Seller and Purchaser in writing prior to construction of the Project.

2.04. As additional consideration for the Property, Purchaser agrees that there are three (3) potential access points available according to TxDOT guidelines in the areas shown on Exhibit "B" but all access points must be approved by the applicable approving authority at the time of application.

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 15, 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 Exhibit "A", 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. 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 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:

3349 LAND GROUP, LLC

By: R.B. A

Address: 400 TALKEETNA LANE

Name: R. BRENT JONES

CEDAR PARK TX 78613

Its: GENERAL PARTNER

Date: 7/20/21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 66

DESCRIPTION OF A 7.512 ACRE (327,230 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 121.12 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO 3349 LAND GROUP, LLC RECORDED IN DOCUMENT 2007027439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 7.512 ACRE (327,230 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,168,693.85 E=3,192,816.75 TxSPC Zone 4203) set in the proposed easterly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said 121.12 acre tract, same being in the southerly boundary line of that called 1.137 acre tract of land described in Deed with Vendor's Lien to Henry H. Holubec, Jr. and wife Nancy Rydell Holubec (50% interest) and James F. Holubec, deceased (50% interest) recorded in Volume 1051, Page 818 of the Deed Records of Williamson County, Texas, said James F. Holubec's interest now vested with Edythe J. Holubec as Independent Executrix for the Estate of James F. Holubec, deceased as found cited in Document No. 2005075261 of the Official Public Records of Williamson County, Texas, also being the southerly line of that called 20 foot wide ingress and egress easement (known as Carpenter Drive) cited in Volume 832, Pg. 326 of the Deed Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the southeasterly corner of said 1.137 acre tract and said ingress-egress easement, same being the northeasterly corner of said 121.12 acre tract bears S 82°28'30" E, at a distance of 2,320.53 feet;

- 1) **THENCE**, departing said common boundary line and said ingress-egress easement, with said proposed easterly ROW line, **S 07°39'47" W**, passing at a distance of 1,067.89 feet a iron rod with aluminum cap stamped "ADL" set for the beginning of a Access Denial Line, at a distance of 2,091.89 feet pass a iron rod with aluminum cap stamped "ADL" set for the end of said Access Denial Line and continuing for a total distance of **2,117.89** feet to an iron rod with aluminum cap stamped "ROW 4933" in the southerly boundary line of said 121.12 acre tract, same being the northerly boundary line of the remainder of that called 74.89 acre tract of land described in Deed with Vendor's Lien to Robert W. Kaderka and wife, Bonnie B. Kaderka recorded in Volume 938, Page 195 of the Deed Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which, a 1/2" iron rod found in said southerly boundary line of said 121.12 acre tract, same being the northeasterly corner of said 74.89 acre tract bears S 81°54'48" E, for a distance of 948.89 feet;
- 2) **THENCE**, departing said proposed easterly ROW line, with the common line of said 121.12 acre and 74.89 acre tracts, **N 81°54'48" W**, for a distance of **151.71** feet to a 1/2" iron rod found in the existing easterly ROW line of F.M. 3349 (100' ROW width), being the southwesterly corner of said 121.12 acre tract, same being the northwesterly corner of said 74.89 acre tract, also being the common easterly corner of that called 7.2773 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Page 359 of the Deed Records of Williamson County, Texas, and that called 4.8614 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 670, Page 280 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel;

THENCE, with said existing easterly ROW line, being the westerly boundary line of said 121.12 acre tract, same being the easterly line of said 4.8614 acre ROW tract, the following two courses:

- 3) **N 07°26'06" E**, for a distance of **825.90** feet to a calculated angle point;

County: Williamson
Parcel: 66
Project: FM 3349

April 9, 2021
Page 2 of 4

- 4) **N 07°37'56" E**, for a distance of **1,290.49** feet to a 1/2" iron rod found, being the northwesterly corner of said 121.12 acre tract, same being the southwesterly corner of said 1.137 acre tract and said 20 foot wide ingress and egress easement, also being the northeasterly corner of said 4.8614 acre ROW tract and the southeasterly corner of that called 0.0459 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Page 363 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 1.137 acre tract and said 20 foot wide ingress and egress easement, same being the southwesterly corner of that called 2.496 acre tract of land described in Special Warranty Deed to Brian N. Brown recorded in Document No. 2015065368 of the Official Public Records of Williamson County, Texas and that 30 foot wide ingress and egress easement described in Volume 832, Page 316 (Tract I) of the Deed Records of Williamson County, Texas, also being the northeasterly corner of said 0.0459 acre ROW tract bears **N 07°37'56" E**, for a distance of 20.00 feet;
- 5) **THENCE**, departing said existing easterly ROW line, with the northerly boundary line of said 121.12 acre tract, same being the southerly boundary line of said 1.137 acre tract and said 20 foot wide ingress and egress easement, **S 82°28'30" E**, for a distance of **155.68** feet to the **POINT OF BEGINNING**, containing 7.512 acres (327,230 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 484.00 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

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 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

16 APR 2021

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



PLAT TO ACCOMPANY DESCRIPTION

04/09/2021

STATE OF TEXAS
4.1049 ACRES
VOL. 669, PG. 340
D.R.W.C.T.

STATE OF TEXAS
0.0459 ACRES
VOL. 669, PG. 363
D.R.W.C.T.

JOHN KUYKENDALL SURVEY
ABSTRACT No. 378

EXISTING ROW LINE

OSTENSIBLE SURVEY LINE

EXISTING ROW LINE

PROPOSED ROW LINE

P.O.B.

GRID
COORDINATES:
N=10,168,693.85
E=3,192,816.75

BRIAN N. BROWN
2.496 AC.
DOC. NO. 2015065368
O.P.R.W.C.T.

30' INGRESS-EGRESS EASE.
Vol. 832, Pg. 316 (TRACT 1)

S82° 28' 30" E 2,320.53'
(S80° 00' 47" E 2,475.87')

20' INGRESS-EGRESS EASE. Vol. 832, Pg. 326
(KNOWN AS CARPENTER DRIVE)

HENRY H. HOLUBEC, Jr. and Wife, NANCY
RYDELL HOLUBEC (50% INTEREST)
AND JAMES F. HOLUBEC
(50% INTEREST DECEASED)
1.137 ACRES
VOL 1051, PG. 818
D.R.W.C.T.

EDYTHE J. HOLUBEC (50% INTEREST) AS
INDEPENDENT EXEC. OF
ESTATE OF JAMES F. HOLUBEC
AS CITED IN DOC. NO. 2005075261
O.P.R.W.C.T.
1.137 AC.

3349 LAND GROUP, LLC
REMAINDER OF 121.12 ACRES
DOC. No. 2007027439
O.P.R.W.C.T.

WATKINS NOBLES SURVEY
ABSTRACT No. 484

STATE OF TEXAS
4.8614 ACRES
VOL. 670, PG. 280
D.R.W.C.T.

F.M. 3349 (100' R.O.W. WIDTH)

(S09° 07' 36" W 1,290.47')

N07° 26' 06" E 825.90'

1,607.89'

S07° 39' 47" W 2,117.89'

66

7.512 AC.
327,230 SQ. FT.

"ADL"

"ADL"

26'

484.00'

STATE OF TEXAS
7.2773 ACRES
VOL. 669, PG. 359
D.R.W.C.T.

ROBERT W. KADERKA & Wife, BONNIE B. KADERKA
REMAINDER OF 74.89 AC.
VOL. 938, PG. 195
D.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N81° 54' 48" W	151.71'
L2	S82° 28' 30" E	155.68'
L3	N07° 37' 56" E	20.00'

(N79° 28' 48" W 2,483.42')

S81° 54' 48" E 948.89'

PARCEL 66

PARCEL PLAT SHOWING PROPERTY OF

3349 LAND GROUP, LLC

SCALE

1" = 300'

PROJECT

F.M. 3349

COUNTY

WILLIAMSON

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**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

EXHIBIT A PLAT TO ACCOMPANY DESCRIPTION

04/09/2021

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE
●	1/2" IRON ROD FOUND	()	RECORD INFORMATION
■	TxDOT TYPE 1 CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS
●	IRON PIPE FOUND	D.R.W.C.T.	DEED RECORDS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS
⌚	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
— —	LINE BREAK		WILLIAMSON COUNTY, TEXAS
↔	DENOTES COMMON OWNERSHIP		WILLIAMSON COUNTY, TEXAS
			ACCESS DENIAL LINE

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 GF NO. 2059445-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 5, 2020, ISSUE DATE OCTOBER 13, 2020.

10G. EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 597, PAGE 995, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1796, PAGE 138, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

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



PARCEL PLAT SHOWING PROPERTY OF
3349 LAND GROUP, LLC

PARCEL 66

SCALE
1" = 300'

PROJECT
F.M. 3349

COUNTY
WILLIAMSON

PAGE 4 OF 4

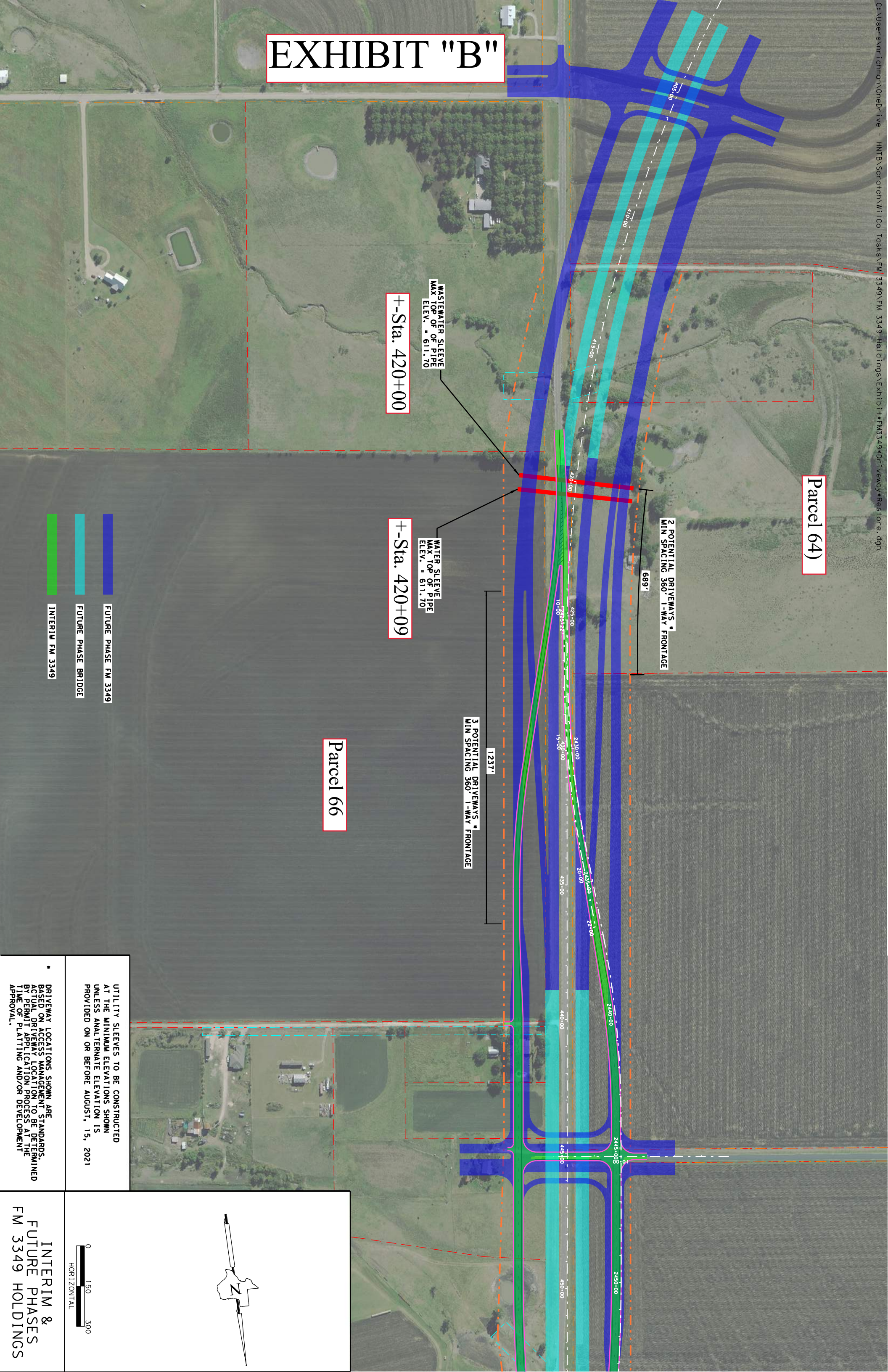


EXHIBIT "B"

Parcel 64

2 POTENTIAL DRIVEWAYS ■
MIN SPACING 360' 1-WAY FRONTAGE

689'

WASTEWATER SLEEVE
MAX TOP OF PIPE
ELEV. = 611.70

+Sta. 420+00

WATER SLEEVE
MAX TOP OF PIPE
ELEV. = 611.70

+Sta. 420+09

3 POTENTIAL DRIVEWAYS ■
MIN SPACING 360' 1-WAY FRONTAGE

1237'

Parcel 66

- FUTURE PHASE FM 3349
- FUTURE PHASE BRIDGE
- INTERIM FM 3349

UTILITY SLEEVES TO BE CONSTRUCTED
AT THE MINIMUM ELEVATIONS SHOWN
UNLESS AN ALTERNATE ELEVATION IS
PROVIDED ON OR BEFORE AUGUST, 15, 2021

DRIVEWAY LOCATIONS SHOWN ARE
BASED ON ACCESS MANAGEMENT STANDARDS.
ACTUAL DRIVEWAY LOCATION TO BE DETERMINED
BY PERMIT APPLICATION PROCESS AT THE
TIME OF PLATTING AND/OR DEVELOPMENT
APPROVAL.



INTERIM &
FUTURE PHASES
FM 3349 HOLDINGS

EXHIBIT "C"

Parcel 66

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 **3349 LAND GROUP, LLC**, 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 7.512 acre (327,230 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 66**)

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 Exhibit "A", to wit: NONE

Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Access Denial Line ("ADL") set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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 portion of the Property conveyed in Exhibit "A", 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, its successors and assigns, 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 by and through Grantor but not otherwise.

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:

3349 LAND GROUP, LLC

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

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