

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

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DANIEL E. JONES & DONALD E. JONES AKA DONALD EDWIN JONES, INDIVIDUALLY AND AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF BEVERLY R. JONES AKA BEVERLY RUTH JONES, DECEASED** (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 0.434 acres (18,924 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 17**);

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 SIXTY-FIVE THOUSAND and 00/100 Dollars (\$65,000.00).

Payment of Purchase Price and Additional Compensation

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 September 15, 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 Special Warranty 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 Special Warranty 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.
- (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"; and
- (d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(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 and Additional Compensation.

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) Special Warranty 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.

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

(a) PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE, COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS,

ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;

(b) PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER'S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.

(c) PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND

(d) THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.

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 October 31, 2023, to enter and possess the Property prior to Closing 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 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:



Donald E. Jones aka Donald Edin Jones,
Individually

Date: 7/27/23

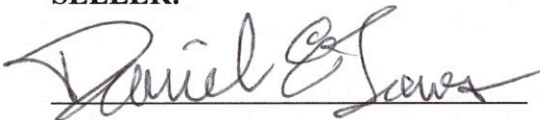
SELLER:



Donald E. Jones aka Donald Edwin Jones, as Independent Administrator of the Estate of
Beverly R. Jones aka Beverly Ruth Jones, Deceased

Date: 7/27/23

SELLER:



Daniel E. Jones

Date: 7/27/23

PURCHASER:
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

County: Williamson
Parcel : 17 -Beverly R. Jones, Et. Al.
Highway: Bagdad Rd (CR 279)

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EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.434 ACRE (18,924 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 5.701 ACRE TRACT OF LAND, BEING LOT 2, BRINSON SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET DD, SLIDE 240-241 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CITED IN WARRANTY DEED WITH VENDOR'S LIEN TO BEVERLY R. JONES (NOW DECEASED), DANIEL E. JONES & DONALD E. JONES RECORDED IN DOCUMENT NO. 2007063635 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.434 ACRE (18,924 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 118.60 feet left of Bagdad Road Baseline Station 270+95.74 (Grid Coordinates determined as N=10,206,237.71 E=3,059,728.49), in the southerly boundary line of said Lot 2, same being the easterly boundary line of that called 126.90 acre tract (Tract 1) cited in General Warranty Deed to JBS Holdings, LP recorded in Document No. 2002103000 of the Official Public Records of Williamson County, Texas, and described in Document No. 1999061485 of the Official Public Records of Williamson County, Texas, for the southwesterly 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 Lot 2, same being an ell corner in said easterly boundary line of the 126.90 acre tract bears S 66°59'08" W, at a distance of 402.68 feet;

- 1) **THENCE**, departing said 126.90 acre tract, with said proposed westerly ROW line, through the interior of said Lot 2, along a non-tangent curve to the left having a delta angle of **05°56'40"**, a radius of **2,230.00** feet, an arc length of **231.37** feet and a chord which bears **N 04°27'15" W**, for a distance of **231.26** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.69 feet left of Bagdad Road Baseline Station 273+39.79, in the easterly boundary line of said Lot 2, same being the southerly boundary line of Lot 1, said Brinson Subdivision, also being an angle point in said proposed westerly ROW line, for the northwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said Lot 1, same being an ell corner in the easterly line of said Lot 2 bears S 73°05'59" W, at a distance of 128.25 feet;
- 2) **THENCE**, continuing partially with said proposed westerly ROW line, being with the common boundary line of said Lot 2 and said Lot 1, **N 73°05'59" E**, at a distance of 25.15 feet, pass an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 86.75 feet left of Bagdad Road Baseline Station 273+43.24, departing said proposed westerly ROW line, continuing for a total distance of **73.18** feet to a calculated point in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (ROW width varies), same being the westerly line of an additional ROW dedicated per said Brinson Subdivision, being the southeast corner of said Lot 1, the northeasterly corner of said Lot 2 and for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod with plastic cap (unknown) found, in the easterly line of said ROW dedication tract, bears N 73°05'59" E, at a distance of 5.98 feet;

County: Williamson
Parcel : 17 – Beverly R. Jones, Et. Al.
Highway: Bagdad Rd (CR 279)

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- 3) **THENCE**, departing said Lot 1, with the westerly line of said ROW dedication tract, being said existing westerly ROW line, same being the easterly boundary line of said Lot 2, **S 11°59'55" E**, for a distance of **215.41** feet to a calculated point in said easterly boundary line of the 126.90 acre tract, being the southwesterly corner of said ROW dedicated tract, for the southeasterly corner of said Lot 2 and of the herein described parcel, and from which, a 5/8" iron rod found, being the southeasterly corner of said ROW dedication tract and an ell corner in said existing westerly ROW line, same being an ell corner said easterly boundary line of said 126.90 acre tract, bears **N 66°59'08" E**, at a distance of 10.56 feet;
- 4) **THENCE**, with the southerly boundary line of said Lot 2, same being said easterly boundary line of the 126.90 acre tract, **S 66°59'08" W**, for a distance of **105.21** feet, to the **POINT OF BEGINNING**, containing 0.434 acres (18,924 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

29 SEP 2022

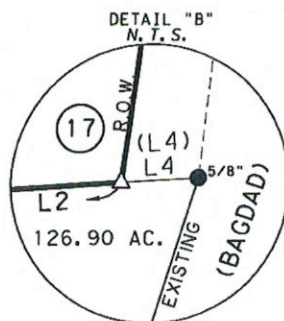
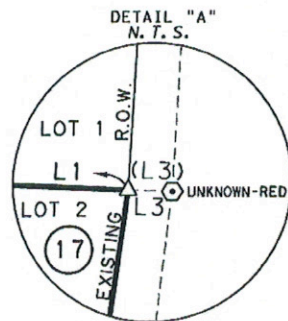
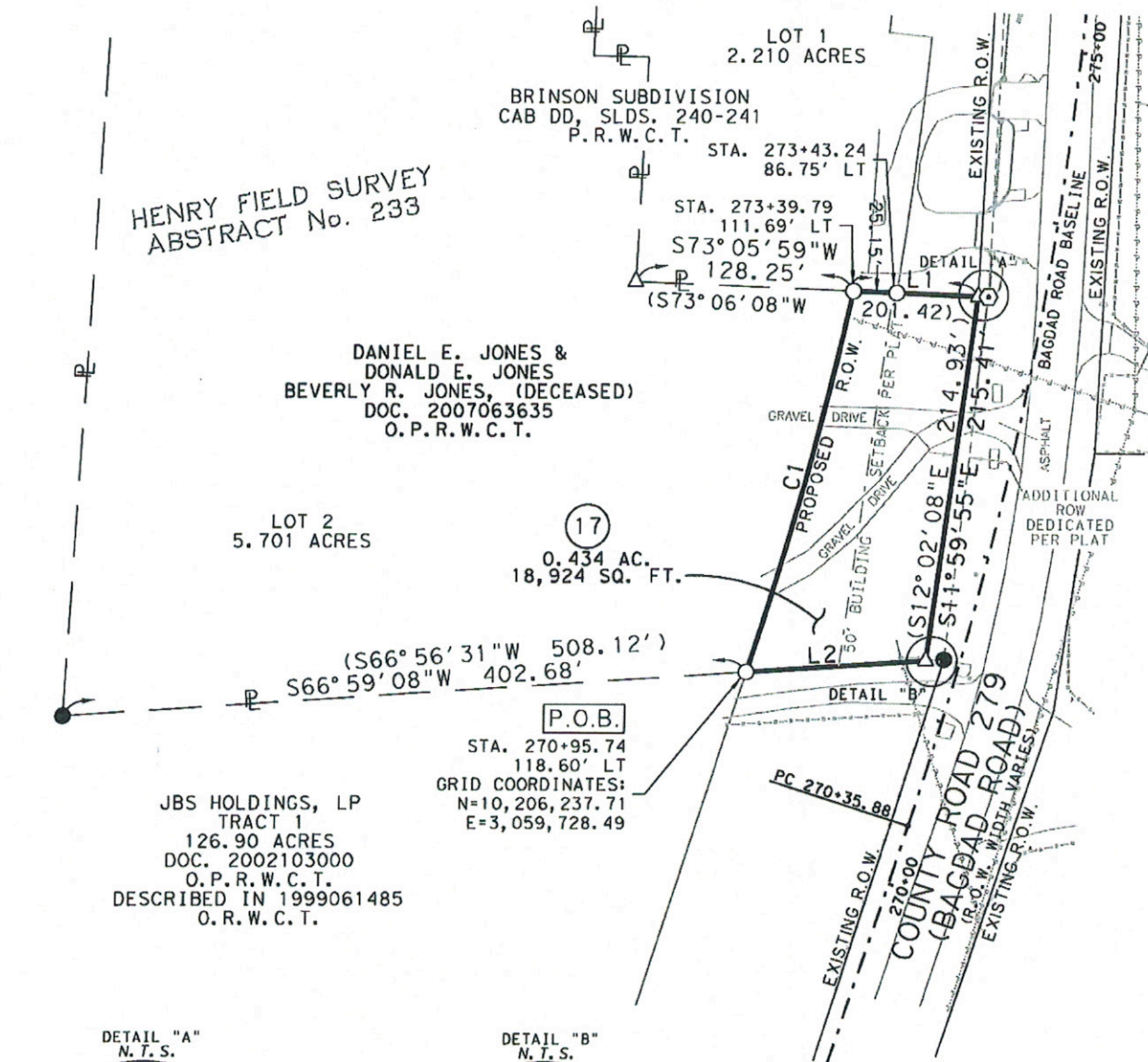
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



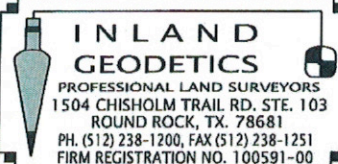
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 56' 40"	2,230.00'	231.37'	231.26'	N04° 27' 15"W



NO.	DIRECTION	DISTANCE
L1	N73° 05' 59"E	73.18'
L2	S66° 59' 08"W	105.21'
L3	N73° 05' 59"E	5.98'
(L3)	(N73° 06' 08"E)	(5.98')
L4	N66° 59' 08"E	10.56'
(L4)	(S66° 56' 31"W)	(10.56')

09/27/2022



PARCEL PLAT SHOWING PROPERTY OF
**DANIEL E. JONES &
DONALD E. JONES
BEVERLY R. JONES, (DECEASED)**

PARCEL 17
0.434 ACRES
18,924 Sq. Ft.

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

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PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

✱	FENCE POST FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP
⊗	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80/D NAIL FOUND
△	CALCULATED POINT
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE)
P	PROPERTY LINE
()	RECORD INFORMATION
— —	LINE BREAK
↗	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
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 GF NO. T-165828, ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET DD, SLIDES 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; VOLUME 601, PAGE 566, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. A 50 FOOT BUILDING SETBACK LINE RESERVED ALONG COUNTY ROAD 279, AS SHOWN ON PLAT OF RECORD IN CABINET DD, SLIDE 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS AS SHOWN.

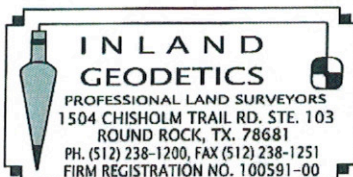
4. STATEMENT OF OWNERSHIP AND LOCATION OF RECORD IN DOCUMENT NO. 2007067860 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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 29 SEP 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



09/27/2022



PARCEL PLAT SHOWING PROPERTY OF
**DANIEL E. JONES &
DONALD E. JONES
BEVERLY R. JONES, (DECEASED)**

PARCEL 17
0.434 ACRES
18,924 Sq. Ft.

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

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Exhibit "B"

Parcel 17

SPECIAL WARRANTY DEED

County Road 279 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 **DANIEL E. JONES & DONALD E. JONES AKA DONALD EDWIN JONES, INDIVIDUALLY AND AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF BEVERLY R. JONES AKA BEVERLY RUTH JONES, DECEASED** 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 0.434 acres (18,924 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**);

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 by, through or under 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 _____, 2023.

[signature page follows]

GRANTOR:

DANIEL E. JONES

Daniel E. Jones, Individually

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2023 by _____ in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

GRANTOR:

DONALD E. JONES AKA DONALD EDWIN JONES

Donald E. Jones aka Donald Edwin Jones, Individually

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2023 by _____ in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

GRANTOR:

DONALD EDWIN JONES AKA DONALD EDWIN JONES

Donald E. Jones aka Donald Edwin Jones, as Independent Administrator
of the Estate of Beverly R. Jones aka Beverly Ruth Jones, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
2023 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: