

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by **KEVIN W. ANDREWS (f/k/a Kevin W. Cruz)** (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 0.66- acre tract of land situated in the E. Davis survey, Abstract No. 172, Williamson County, Texas being more fully described by metes and bounds as Exhibit "A", attached hereto.

SAVE AND EXCEPT All of that certain 0.114 acres (4,956 SF) in the E. Davis Survey, Abstract No. 172, Williamson County; being more fully described by metes and bounds in Exhibit "B" attached hereto.

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 shown 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 interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of THREE HUNDRED THOUSAND and 00/100 Dollars (\$300,000.00).

Payment of Purchase Price

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

Special Provisions

**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**

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.

**ARTICLE V
CLOSING
Closing Date**

4.01. The Closing shall be held at the office of Longhorn Title Company, 3613 Williams Drive Suite 204 Georgetown, Texas on or before November 30, 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 all of the Property described in Exhibits "A & B", 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 set out in Exhibit "C" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, 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, subject to the terms of the Leaseback Agreement.

(4) Seller will have 30 days from the date of closing to vacate the property and remove all possessions.

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 for 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 and as otherwise stated herein, 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:


Kevin Andrews (Aug 16, 2023 13:46 CDT)

KEVIN W. ANDREWS
f/k/a Kevin W. Cruz

Date: Aug 16, 2023

Address: 150 county road 305

Jarrell Tx 76637

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

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

Date: _____

Signature: 
Amanda (Aug 16, 2023 13:47 CDT)

Email: relaxshack33@gmail.com

FOREST SURVEYING AND MAPPING CO.
1002 Ash St.
Georgetown, Tx. 78626

EXHIBIT A

DESCRIPTION FOR JAMES H. MORRIS, JR. ET. UX. - LINDSAY DURBIN

BEING 0.66 acre situated in the Elisha Davis Survey, Abstract No. 172, in Williamson County, Texas; the same property which was called 0.655 acres and described in a deed from D.C. Blackman to Jerry W. Castleberry, et. ux., filed 2/14/1990, and recorded in Vol. 1869, Pg. 659, of the Official Records of Williamson County, Texas (ORWCT). For record deed to James H. Morris, Jr. et. ux., see Doc. 2001045915 (ORWCT). It is noted that the description of record in said deed to Morris recites that it follows the North boundary of a prior deed to J.W. Castleberry et. ux., as referenced and followed herein. The Castleberry deed and the adjoiner deed to Dewey R. Blackman, et. ux. (24.44 ac. Doc. 199943603) were used to establish the boundaries of this property due to latent errors present in the description found in the said deed to James Morris which does not close mathematically and which does not appear to follow retracement guidelines as established in this State. This tract was surveyed on the ground in May of 2009, by William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Grid North, Texas Central Zone.

BEGINNING at an iron pin which was found in the North line of County Road 305, at the Southwest corner of the said tract which was conveyed to Castleberry and at the Southwest corner of the said property which was conveyed to James H. Morris, Jr. et. ux. This corner exists at the lower Southeast corner of the said 24.44 acre tract which was described in the deed to Dewey Blackman.

THENCE along or near the fenced West line of Castleberry and Morris and the lower East line of Dewey Blackman, N 15°59'25"W 238.81 feet to an old cedar fence corner post found, N 15°59'25"W 1.00 feet from an iron pin found at the corner of a fence of new construction which was not accepted as the original corner of Castleberry (1869/659 2/14/1990) as called for in Doc. 2001045915 (ORWCT). This corner is a corner in the East line of the 24.44 acre property of Dewey Blackman (199943603), see adjoiner call for Castleberry tract as set out in the Blackman deed.

THENCE remaining North of a fence of newer construction, with the record evidence of the old fence line as set out in the Castleberry deed (1869/659) and the Blackman deed (199943603), and following the common boundary between Castleberry and Blackman as set out in the record, N 82° 42'36" E 160.65 feet to an old cedar fence corner post remaining from the old fence. This old cedar fence corner post exists N 03°36'43"E 0.60 feet from an iron pin set in place of a nail found loosely remaining at the corner of a fence of new construction.

THENCE with the East boundary of the Castleberry and Morris tract, and the West boundary of the 2.512 acre property that was conveyed by Morris to Donald R. Hoyt (Doc. 2005086985, 10-31-2005), S 01°26'09"W 220.84 feet to an iron pin set, S 01°26'09"W 1.49 feet from an iron pin found at the Southwest corner of Hoyt.

THENCE with the North line of County Road 305, S 71°39'39" W 92.74 feet to the POINT OF BEGINNING.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 22ND day of May of 2009,
A.D. File: Word: MORRIS66.DOC

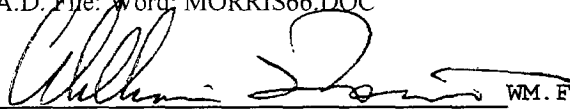

WM. F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



EXHIBIT B

County: Williamson
Parcel: 4
Highway: County Road No. 305

PROPERTY DESCRIPTION FOR PARCEL 4

BEING A 0.114 OF ONE ACRE (4,956 SQUARE FEET) PARCEL OF LAND, SITUATED IN THE E. DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 0.66 OF ONE ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO KEVIN W. CRUZ AND WIFE, BRIDGETT L. CRUZ, RECORDED IN DOCUMENT NO. 2013060752 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.114 OF ONE ACRE (4,956 SQUARE FEET) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,283,298.67, E: 3,155,365.21) for the Northwest corner of said 0.66 of one acre tract and an interior corner of a called 24.44 acre tract of land described in a Cash Warranty Deed to Dewey R. Blackman and wife, Dorothy H. Blackman, recorded in Document No. 9924499 of the Official Records of Williamson County, Texas, also being 265.25 feet left of and at a right angle to proposed Engineer's Centerline Station 97+09.30, from which a 1/2-inch iron rebar found for an exterior corner of said 24.44 acre tract and the Northeast corner of said 0.66 of one acre tract, also being in the West line of a called 2.512 acre tract of land described in a Warranty Deed to Cynthia Hoyt, recorded in Document No. 2009044130 of said Official Public Records, bears North 81°08'07" East a distance of 160.30 feet;

THENCE South 17°24'42" East along the East line of said 24.44 acre tract and the West line of said 0.66 of one acre tract, a distance of 205.58 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,283,102.50, E: 3,155,426.73) of the herein described tract, also being 60.00 feet left of and at a right angle to proposed Engineer's Centerline Station 96+97.67;

THENCE over and across said 0.66 of one acre tract, the following two (2) courses and distances:

1. **North 69°20'43" East** a distance of 2.33 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set; and
2. **North 53°12'15" East** a distance of 118.32 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 0.66 of one acre tract and said West line of the 2.512 acre tract, from which a 1/2-inch iron rebar found for the Northeast corner of said 0.66 of one acre tract and an exterior corner of said 24.44 acre tract, also being in said West line of the 2.512 acre tract, bears North 00°01'28" West a distance of 149.17 feet;

Page 2 of 2

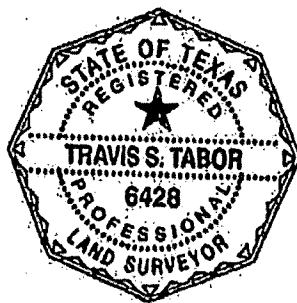
THENCE South $00^{\circ}01'28''$ East along said East line of the 0.66 of one acre tract and said West line of the 2.512 acre tract, a distance of 71.03 feet to a 1/2-inch iron rebar found for the Southeast corner of said 0.66 of one acre tract and the Southwest corner of said 2.512 acre tract, also being in the existing Northwesterly right-of-way line of County Road No. 305 (a variable width right-of-way), from which a 1/2-inch iron rebar found for the Southeast corner of said 2.512 acre tract and the Southwest corner of a called 7.60 acre tract of land described in a Cash Warranty Deed to Douglas C. Buethé and wife, Gail J. Buethé, recorded in Document No. 2001070396 of said Official Public Records, also being in said existing Northwesterly right-of-way line of County Road No. 305, bears North $68^{\circ}03'19''$ East a distance of 157.92 feet;

THENCE South $69^{\circ}27'41''$ West along the South line of said 0.66 of one acre tract and said existing Northwesterly right-of-way line of County Road No. 305, a distance of 92.85 feet to a 1/2-inch iron rebar found for the Southwest corner of said 0.66 of one acre tract and the Southeast corner of said 24.44 acre tract, from which a 1/2-inch iron rebar found for the Southwest corner of said 24.44 acre tract, being in said existing Northwesterly right-of-way line of County Road No. 305, bears South $70^{\circ}11'37''$ West a distance of 668.30 feet;

THENCE North $17^{\circ}24'42''$ West departing said existing Northwesterly right-of-way line of County Road No. 305, along the West line of said 0.66 of one acre tract and said East line of the 24.44 acre tract, a distance of 33.45 feet to the **POINT OF BEGINNING** and containing 0.114 of one acre (4,956 Square Feet) of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All coordinates and distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00015.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 4, 2016.



Travis S. Tabor 09/01/2016
 Travis S. Tabor, RPLS No. 6428
 Steger & Bizzell Engineering, Inc.
 1978 South Austin Avenue
 Georgetown, Texas 78626
 (512) 930-9412
 TBPLS Firm No. 10003700

PLAT TO ACCOMPANY PARCEL DESCRIPTION

E. DAVIS SURVEY
ABSTRACT No. 172(1.62 AC)
DEWEY R. BLACKMAN
AND DOROTHY H. BLACKMAN
HUSBAND AND WIFE
2004002121(24.44 AC)
DEWEY R. BLACKMAN
and wife, DOROTHY H. BLACKMAN
9924499(7.60 AC)
DOUGLAS C. BUETHE
and wife, GAIL J. BUETHE
2001070396**PARCEL 4**
0.114 AC
(4,956 SF)(24.44 AC)
DEWEY R. BLACKMAN
and wife, DOROTHY H. BLACKMAN
9924499P.O.C.
STA. 97+09.30
O/S 265.25 LT
N=10283298.67
E= 3155365.21(S 82°52'01" W
160.16'
N 81°08'07" E
160.30'1/2 INTEREST
(2.512 AC)(0.66 AC)
KEVIN W. CRUZ AND A MARRIED PERSON
WIFE, BRIDGETT L. CRUZ
2013060752CYNTHIA HOYT,
2009044130STA. 98+20.93
O/S 95.00 LTSTA. 98+13.65
O/S 92.89 LT(S 15°45'10" E
239.91'
S 17°24'42" E
205.58'(N 00°01'28" W
149.17'SEE INSET
CIRCLE 2(N 53°12'15" E
118.32'(S 70°12'19" W
157.48'
N 68°03'19" E
157.92'

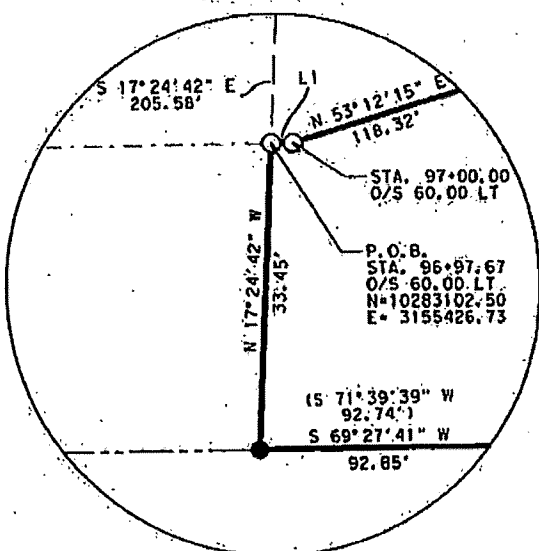
PROPOSED ROW

EXISTING ROW

CR 305 (EXISTING)

APPROXIMATE LOCATION
SURVEY ABSTRACT LINE

INSET CIRCLE 2

37.3 AC
MICHAEL SLADECEK, STEVEN SLADECEK,
JAMES SLADECEK, SUSAN SLADECEK VECERA,
ANTON C. SLADECEK, AND THE DONALD P.
SLADECEK MANAGEMENT TRUST
20140484780 50 100
SCALE IN FEETRILEY SURVEY
ABSTRACT No. 391

PAGE 1 OF 2

STEEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

KEVIN W. CRUZ AND WIFE, BRIDGETT L. CRUZ

SCALE:
1"=100'PARCEL:
4PROJECT:
CR 305COUNTY:
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ MAG NAIL FOUND UNLESS NOTED
- Ⓢ CENTER LINE
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	N 69°20'43" E	2.33'
L2	S 00°01'28" E	71.03'

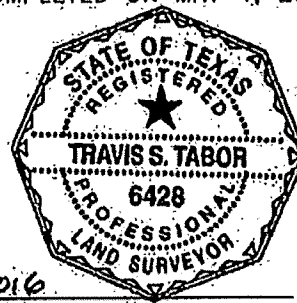
THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203).

ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00015.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY, VOL. 297, PG. 606
2. TEXAS POWER & LIGHT COMPANY, VOL. 413, PG. 81
3. TEXAS POWER & LIGHT COMPANY, VOL. 1126, PG. 346.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 4, 2016.



[Signature]

09/01/2016

TRAVIS S. TABOR
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS - NO. 6428

PAGE 2 OF 2

STEGE BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:
KEVIN W. CRUZ AND WIFE, BRIDGETT L. CRUZ



SCALE:
1"=100'

PARCEL:
4

PROJECT:
CR 305

COUNTY:
WILLIAMSON

Exhibit "C"

DEED
Corridor J

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 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 **KEVIN W. and AMANDA ANDREWS** 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 0.66- acre tract of land situated in the E. Davis survey, Abstract No. 172, Williamson County, Texas being more fully described by metes and bounds as Exhibit "A", attached hereto.

SAVE AND EXCEPT All of that certain 0.114 acres (4,956 SF) in the E. Davis Survey, Abstract No. 172, Williamson County; being more fully described by metes and bounds in Exhibit "B" attached hereto.

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 said Exhibit "A" 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 the 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 the proposed Corridor J project.

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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTORS:

Kevin W. Andrews f/k/a/ Kevin W. Cruz

Amanda Andrews

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Kevin and Amanda Andrews 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
Attn: County Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: