

REAL ESTATE CONTRACT
Bagdad @ CR 279 Remainder Parcel

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **BOYD F. HENRY** (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:

Being an approximately 6.520 acre tract of land out of the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; the location of which is shown on Exhibit "A" attached hereto and incorporated herein (**Parcel 25R**);

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.

Upon full execution of this Contract, and prior to completion of Closing, Purchaser shall at its sole expense cause a metes and bounds survey of the Property to be completed, which survey shall be attached to the Deed for recording in the Official Records of Williamson County at Closing. By execution of this Contract, Seller agrees to allow Purchaser and any survey consultant to temporarily access the Property and larger parent tract of Seller for the limited area and time reasonably required to carry out the obligations of this paragraph.

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 SEVEN HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED THIRTY-EIGHT and 00/100 Dollars (\$782,738.00).

Payment of Purchase Price

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

Special Provisions

2.03. Condemnation Suit Judgment and Personal Property Removal. As an obligation of the parties which shall survive the Closing of this Contract, and as an additional agreement which may be enforceable pursuant to Rule 11 of the TRCP, on or before the expiration of seven (7) days following Closing, the parties agree to execute an Agreed Final Judgment for the condemnation suit identified as Cause No. 23-0968-CC4 and in the form as shown in Exhibit "B" attached hereto and incorporated herein, and Purchaser shall submit the signed judgment document to the Court for entry and filing as soon as reasonably practicable thereafter.

Any personal property of Seller which is desired to be retained (the "retained personal property") shall be removed from the Property at the sole cost of Seller on or before **December 31, 2025** (the "Removal Deadline"). Seller shall be allowed to access the Property following Closing and until the Removal Deadline solely for the purpose of completing the removal of the retained personal property, but shall explicitly be prohibited from residing on or otherwise occupying the Property for longer than thirty-six (36) consecutive hours at any time following Closing. If Seller fails for any reason to remove said retained personal property within the time provided herein, possession and title to the remaining items shall vest in and to Purchaser and be subject to removal, demolition or disposal at any time. Purchaser agrees that it shall not remove any existing fence or gates from the boundary of the Property prior to the expiration of the Removal Deadline.

The obligations of this Section are specifically contingent upon completion of the Closing as set out herein.

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.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Inc. on or before May 15, 2025, 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 or contingent 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 "C" 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.

[signature page follows]

SELLER:

Boyd F. Henry

Boyd F. Henry

Address: 12608 Red Clover

AUSTIN TX 78731

Date: 4-8-25

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

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

Name: _____
County Judge/Presiding Officer

Date: _____

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

WILLIAMSON COUNTY, TEXAS
0.513 ACRES
DOC. 2017030525
O.P.R.W.C.T.

JULIE LI
REMAINDER OF 19.32 ACRES
DOC. 2016119754
O.P.R.W.C.T.

25
3.468 AC.
151,052 SQ. FT.

BOYD F. HENRY
REMAINDER OF 10.23 ACRES
VOL. 1642, PG. 775
O.R.W.C.T.

JOSEPH LEE SURVEY
ABSTRACT NO. 393

KIRK LAVEN COSMAN
6.23 ACRES
VOL. 804, PG. 586
D.R.W.C.T.

Parcel 25R
approximately 6.520
acres pending final
survey

NO.	DIRECTION	DISTANCE
L1	S69° 10' 51"W	52.11'
L2	S69° 10' 51"W	96.02'
L3	N16° 45' 38"W	24.96'
L4	N69° 13' 15"E	46.01'
L5	N69° 12' 55"E	46.62'
(L5)	(N69° 09' 29"E)	(46.50')
L6	S11° 59' 09"E	20.24'
(L6)	(S18° 07' 43"E)	(20.00')
L7	S39° 09' 38"E	58.63'
L8	S07° 48' 03"W	99.17'
L9	S81° 48' 35"W	81.02'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90° 18' 26"	30.00'	47.28'	42.54'	S65° 55' 14"W
(C1)	(90° 18' 26")	(30.00')	(47.28')	(42.54')	(S63° 16' 29"W)
C2	05° 07' 31"	1,449.54'	129.66'	129.62'	N12° 35' 59"W
(C2)	(04° 58' 48")	(1,493.00')	(129.77')	(129.73')	(N09° 54' 53"W)

P.O.B.
STA. 223+34.82
88.03' RT
GRID COORDINATES:
N=10,201,531.80
E=3,060,372.33

THOMAS A. MONEY &
KELLY A. MONEY
(TRACT 1)
4.944 ACRES
DOC. 2019031363
O.P.R.W.C.T.

10' RIGHT-OF-WAY
& EASEMENT
VOL. 786, PG. 127
D.R.W.C.T.

20' ROAD EASEMENT
VOL. 786, PG. 127
D.R.W.C.T.

ANTLERS TRAIL
N69° 10' 51"E 464.10'

COUNTY JUDGE
JOHN DOERFLER
0.15 ACRES
DOC. 2007053302
O.P.R.W.C.T.

REV: 02/08/2023

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

PARCEL 25
3.468 ACRES
151,052 Sq. Ft.

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 3 OF 4

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 "B"

Bagdad Rd.--Henry(25)

CAUSE NO. 23-0968-CC4

WILLIAMSON COUNTY, TEXAS
Condemnor

V.

BOYD F. HENRY
Condemnee

§ IN THE COUNTY COURT

§

§

§ AT LAW NO. FOUR

§

§

§ WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title in and to approximately 3.468 acres (Parcel 25) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and a drainage easement interest in and across that certain parcel of land being approximately 1.067 acres (Parcel 25E) of land located in Williamson County, Texas and being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes (the "Drainage Easement"), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about August 5, 2023, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Bagdad Rd. @ CR 279 roadway improvement project and related drainage, utilities and appurtenances, and to perform associated public use and purposes.

It is further ORDERED that the Drainage Easement interest rights awarded to Condemnor in this cause are more particularly described in further detail in the Drainage Easement document set out in Exhibit "C" attached hereto, and for no other purpose. Collectively the R.O.W. and the Drainage Easement may be referred to as the "Property".

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the Property to be acquired and damages, if any, to any remaining property of Condemnee, that Condemnee shall recover from Condemnor the total sum of **NINE HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED SEVENTY AND 00/100 DOLLARS (\$975,570.00)**, of which total amount the parties agree:

1. The amount of FIVE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED ELEVEN AND 00/100 DOLLARS (\$588,511.00) was previously deposited with the court on or about November 7, 2023, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about October 26, 2023; and
2. The amount of **THREE HUNDRED EIGHTY-SEVEN THOUSAND AND FIFTY-NINE AND 00/100 DOLLARS (\$387,059.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

The parties agree that the remaining balance must be deposited with the court within thirty (30) days following entry of this Judgment to avoid paying interest. If the remaining balance is not deposited within thirty (30) days of entry and filing of this Agreed Final Judgment, then statutory interest will accrue on the unpaid balance until paid.

This Agreed Final Judgment incorporates by reference and shall be subject to any terms, conditions and obligations in that certain Real Estate Contract between the parties for the sale of

the R.O.W. and Drainage Easement parent tract remaining property of Condemnee to Condemnor, and which shall survive the completion and entry of this Judgment.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____, 2025.

Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ Don Childs
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____
County Judge/Presiding Officer

AGREED AS TO SUBSTANCE AND FORM:

Dan Foster

Texas State Bar No. 24010031

dan@bhlawgroup.com

512.474.9875

Brady & Hamilton-Womack McClish

805 E. 32nd St., Suite 200

Austin, TX 78705-2529

Attorney for Condemnee

County: Williamson
Parcel : 25 – Boyd F. Henry
Highway: Bagdad Rd (CR 279)

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 3.468 ACRE (151,052 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.23 ACRE TRACT OF LAND IN A GENERAL WARRANTY DEED TO BOYD F. HENRY RECORDED IN VOLUME 1642, PAGE 775 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.468 ACRE (151,052 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 88.03 feet right of Bagdad Road Baseline Station 223+34.82 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,201,531.80 E=3,060,372.33), being in the southerly line of a 20 foot wide road easement known as Antlers Trail, also being the southerly boundary line of said remainder of the 10.23 acre tract, same being the northerly boundary line of that called 4.944 acre tract (Tract 1) of land described in a General Warranty Deed to Thomas A. Money and Kelly A. Money recorded in Document No. 2019031363 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel and from which a 5/8" iron rod found, being the southeasterly corner of said remainder of the 10.23 acre tract, same being the northeasterly corner of said 4.944 acre tract bears N 69°10'51" E, at a distance of 464.10 feet;

- 1) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said remainder of the 10.23 acre tract and said 4.944 acre tract, **S 69°10'51" W** passing at a distance of 52.11 feet a calculated angle point in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the northeasterly corner of that called 0.15 acre ROW tract described in deed to County Judge John Doerfler recorded in Document No. 2007053302 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said 4.944 acre tract, and continuing with said remainder of the 10.23 acre southerly line, same being the existing easterly ROW line for a total distance of **96.02** feet to a PK nail in asphalt found, for the southwestery corner of the herein described parcel;

THENCE, with said existing easterly ROW line, being the westerly boundary line of said remainder of the 10.23 acre tract, the following six (6) courses:

- 2) **N 16°45'38" W** for a distance of **24.96** feet to a calculated angle point;
- 3) **N 69°13'15" E** for a distance of **46.01** feet to a calculated point of non-tangent curvature to the right, being the southeasterly corner of that called 0.242 acre ROW tract described in deed to Williamson County recorded in Document No. 1997020359 of the Official Public Records of Williamson County, Texas;
- 4) Along said curve to the right, having a delta angle of **90°18'26**, a radius of **30.00** feet, an arc length of **47.28** feet and a chord which bears **N 65°55'14" W**, for a distance of **42.54** feet to a 1/2" iron rod with plastic cap stamped "5784" found, for a point of compound curvature to the right;
- 5) Along said curve to the right, having a delta angle of **05°07'31**, a radius of **1,449.54** feet, an arc length of **129.66** feet and a chord which bears **N 12°35'59" W**, for a distance of **129.62** feet to a 1/2" iron rod found, for a point of tangency;
- 6) **N 10°03'50" W** for a distance of **215.03** feet to a 1/2" iron rod with plastic cap stamped "5784" found, for an angle point;
- 7) **N 10°04'31" W** for a distance of **401.51** feet to a 1/2" iron rod found, being the northwesterly corner of said remainder of the 10.23 are tract, same being the northeasterly corner of said 0.242 acre ROW tract, also being the southwestery corner of that called 0.513 acre ROW tract, described in a deed to Williamson County recorded in Document No. 2017030525 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

County: Williamson
Parcel : 25 – Boyd F. Henry
Highway: Bagdad Rd (CR 279)

- 8) **THENCE**, continuing with said existing ROW line, being the northerly boundary line of said remainder of the 10.23 acre tract, **N 69°12'55" E**, at a distance of 46.62 feet pass a capped 1/2" iron rod stamped "Williamson County" found, being the southwesterly corner of the remainder of that called 19.32 acre tract of land described in a deed to Julie Li recorded in Document No. 2016119754 of the Official Public Records of Williamson County, Texas, then departing said existing ROW line, with said common boundary line of said remainder of the 10.23 acre tract and said remainder of the 19.32 acre tract, at a distance of 54.38 feet pass an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 96.29 feet right of Bagdad Road Baseline Station 231+38.92 in said proposed easterly ROW line and continuing with said proposed ROW line for a total distance of **299.92** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 291.84 feet right of Bagdad Road Baseline Station 231+75.42, for the northeasterly corner of the herein described parcel;

THENCE, departing the southerly line of the remainder of said 19.32 acre tract, through the interior of said remainder of the 10.23 acre tract, with said proposed easterly ROW line, the following seven (7) courses:

- 9) **S 89°12'43" E** for a distance of **184.38** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 472.83 feet right of Bagdad Road Baseline Station 231+40.24;
- 10) **S 39°09'38" E** for a distance of **58.63** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 501.21 feet right of Bagdad Road Baseline Station 230+88.93;
- 11) **S 07°48'03" W** for a distance of **99.17** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 470.54 feet right of Bagdad Road Baseline Station 229+94.62;
- 12) **S 68°55'52" W** for a distance of **291.42** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 184.33 feet right of Bagdad Road Baseline Station 229+39.73;
- 13) **S 81°48'35" W** for a distance of **81.02** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 103.37 feet right of Bagdad Road Baseline Station 229+42.59;
- 14) **S 04°49'09" E** for a distance of **203.92** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 84.20 feet right of Bagdad Road Baseline Station 227+39.57;
- 15) **S 10°45'19" E** for a distance of **404.76** feet to the **POINT OF BEGINNING**, containing 3.468 acres (151,052 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

10 FEB 2023

Date

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, TX 78681



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

WILLIAMSON COUNTY, TEXAS
0.513 ACRES
DOC. 2017030525
O.P.R.W.C.T.

JULIE LI
REMAINDER OF 19.32 ACRES
DOC. 2016119754
O.P.R.W.C.T.

BOYD F. HENRY
REMAINDER OF 10.23 ACRES
VOL. 1642, PG. 775
O.R.W.C.T.

JOSEPH LEE SURVEY
ABSTRACT NO. 393

KIRK LAVEN COSMAN
6.23 ACRES
VOL. 804, PG. 586
D.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	S69° 10' 51"W	52.11'
L2	S69° 10' 51"W	96.02'
L3	N16° 45' 38"W	24.96'
L4	N69° 13' 15"E	46.01'
L5	N69° 12' 55"E	46.62'
(L5)	(N69° 09' 29"E)	(46.50')
L6	S11° 59' 09"E	20.24'
(L6)	(S18° 07' 43"E)	(20.00')
L7	S39° 09' 38"E	58.63'
L8	S07° 48' 03"W	99.17'
L9	S81° 48' 35"W	81.02'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90° 18' 26"	30.00'	47.28'	42.54'	N65° 55' 14"W
(C1)	(90° 18' 26")	(30.00')	(47.28')	(42.54')	(N63° 16' 29"W)
C2	05° 07' 31"	1,449.54'	129.66'	129.62'	N12° 35' 59"W
(C2)	(04° 58' 48")	(1,493.00')	(129.77')	(129.73')	(N09° 54' 53"W)

P.O.B.

STA. 223+34.82
88.03' RT
GRID COORDINATES:
N=10,201,531.80
E=3,060,372.33

THOMAS A. MONEY &
KELLY A. MONEY
(TRACT 1)
4.944 ACRES
DOC. 2019031363
O.P.R.W.C.T.

10' RIGHT-OF-WAY
& EASEMENT
VOL. 786, PG. 127
D.R.W.C.T.

20' ROAD EASEMENT
VOL. 786, PG. 127
D.R.W.C.T.

ANTLERS TRAIL

COUNTY JUDGE
JOHN DOERFLER
0.15 ACRES
DOC. 2007053302
O.P.R.W.C.T.

REV: 02/08/2023

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

PARCEL 25
3.468 ACRES
151,052 Sq. Ft.

SCALE
1" = 100'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 3 OF 4

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

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	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
▲	PK NAIL FOUND IN ASPHALT	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	WILLIAMSON COUNTY, TEXAS	
○	(UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS
Ⓜ	PROPERTY LINE	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 OF NO. T-165843, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 03, 2022, ISSUE DATE AUGUST 12, 2022.

2. A 10' WIDE RIGHT-OF-WAY AND EASEMENT ALONG THE SIDE, FRONT AND REAR BOUNDARY LINES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRICITY, TELEPHONE, DRAINAGE AND SEWERAGE AND ANY APPURTENANCE TO THE SUPPLY LINES THEREOF, INCLUDING THE RIGHT TO REMOVE AND TRIM TREES, SHRUBS OR PLANTS AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

3. A ROAD EASEMENT AS SET OUT IN VOLUME 786, PAGE 127 (LOTS 1 & 2, BLK. D), DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. 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, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 05-0-49 (SUBJECT PROPERTY AND MORE LANDS) OF RECORD IN DOCUMENT NO. 2005061142, OFFICIAL PUBLIC RECORDS, 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 10 FEB 2023



M. STEPHEN TRUESDALE 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, TEXAS 78681

REV: 02/08/2023

<p>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</p>	PARCEL PLAT SHOWING PROPERTY OF <h3>BOYD F. HENRY</h3>		PARCEL 25 3.468 ACRES 151,052 Sq. Ft.
	SCALE 1" = 100'	PROJECT BAGDAD ROAD	COUNTY WILLIAMSON

County: Williamson
Parcel : 25 E – Boyd F. Henry
Highway: Bagdad Rd (CR 279)

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 1.067 ACRE (46,464 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH LEE SURVEY, ABSTRACT NO. 393 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.23 ACRE TRACT OF LAND IN A GENERAL WARRANTY DEED TO BOYD F. HENRY RECORDED IN VOLUME 1642, PAGE 775 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.067 ACRE (46,464 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 103.37 feet right of Bagdad Road Baseline Station 229+42.59 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,203,560.87 E=3,060,708.13), being in the interior of said remainder of the 10.23 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described;

THENCE, with said proposed easterly ROW line, through the interior of said remainder of the 10.23 acre tract, the following two (2) courses:

- 1) **N 81°48'35" E** for a distance of **81.01** feet, to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 184.33 feet right of Bagdad Road Baseline Station 229+39.73, for an angle point of the herein described parcel;
- 2) **N 68°55'52" E** for a distance of **165.56** feet to a calculated angle point, for the most northeasterly corner of the herein described parcel, and from which an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 470.54 feet right of Bagdad Road Baseline Station 229+94.62, in said proposed easterly ROW line bears **N 68°55'52" E** for a distance of **125.86** feet;

THENCE, departing said proposed easterly ROW line, continuing through the interior of said remainder of the 10.23 acre tract, the following seven (7) courses:

- 3) **S 07°02'38" E** for a distance of **47.03** feet to a calculated angle point;
- 4) **S 58°08'49" E** for a distance of **32.88** feet to a calculated angle point;
- 5) **S 43°35'51" E** for a distance of **59.10** feet to calculated angle point;
- 6) **S 72°14'31" E** for a distance of **47.30** feet to calculated angle point;
- 7) **S 60°18'36" E** for a distance of **59.23** feet to calculated angle point;
- 8) **S 72°12'49" E** for a distance of **37.18** feet to calculated angle point;
- 9) **S 43°54'35" E** for a distance of **33.24** feet to a calculated point in the westerly boundary line of that called 6.23 acre tract of land described in a deed to Kirk Laven Cosman recorded in Volume 804 Page 586 of the Deed Records of Williamson County, Texas, same being the easterly line of said remainder of the 10.23 acre tract, and from which a 1/2" iron rod found in the southerly line of the remainder of that called 19.32 acre tract of land described in a deed to Julie Li recorded in Document No. 2016119754 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said remainder of the 10.23 acre tract and the northwesterly corner of said 6.23 acre tract bears **N 10°59'33" W** for a distance of **473.25** feet;
- 10) **THENCE**, with the common boundary line of said remainder of the 10.23 acre tract and said 6.23 acre tract, **S 10°59'33" E** for a distance of **137.88** feet to a calculated angle point, for the southeasterly corner of the herein described parcel, and from which a 5/8" iron rod found, being the northeasterly corner of that called 4.944 acre tract (Tract 1) of land described in a General Warranty Deed to Thomas A. Money and Kelly A. Money recorded in Document No. 2019031363 of the Official Public Records of Williamson County, Texas, same being the southwestly corner of said 6.23 acre tract and the southeasterly corner of said remainder of the 10.23 acre tract bears **S 10°59'33" E** for a distance of **189.18** feet;

THENCE, departing the westerly line of said 6.23 acre tract, through the interior of said remainder of the 10.23 acre tract, the following thirteen (13) courses:

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

WILLIAMSON COUNTY, TEXAS
0.513 ACRES
DOC. 2017030525
O. P. R. W. C. T.

JULIE LI
REMAINDER OF 19.32 ACRES
DOC. 2016119754
O. P. R. W. C. T.

BOYD F. HENRY
REMAINDER OF
10.23 ACRES
VOL. 1642, PG. 775
O. R. W. C. T.

KIRK LAVEN COSMAN
6.23 ACRES
VOL. 804, PG. 586
D. R. W. C. T.

P.O.B.
STA. 229+42.59
103.37' RT
GRID COORDINATES:
N=10,203,560.87
E=3,060,708.13

NO.	DIRECTION	DISTANCE
L1	N81° 48' 35" E	81.01'
L2	N68° 55' 52" E	165.56'
L3	S07° 02' 38" E	47.03'
L4	S58° 08' 49" E	32.88'
L5	S43° 35' 51" E	59.10'
L6	S72° 14' 31" E	47.30'
L7	S60° 18' 36" E	59.23'
L8	S72° 12' 49" E	37.18'
L9	S43° 54' 35" E	33.24'
L10	S10° 59' 33" E	137.88'
L11	N72° 25' 54" W	72.50'
L12	N75° 54' 57" W	20.03'
L13	N55° 48' 42" W	42.32'
L14	N44° 55' 30" W	65.79'
L15	N28° 09' 14" W	33.34'
L16	N55° 28' 43" W	28.90'
L17	N26° 35' 19" W	32.34'
L18	N59° 29' 37" W	28.15'
L19	N09° 01' 17" W	31.62'
L20	N78° 22' 47" W	67.30'
L21	S37° 00' 42" W	38.30'
L22	S81° 54' 18" W	95.18'
L23	N54° 19' 40" W	63.68'
L24	N04° 49' 09" W	26.25'
L25	N68° 55' 52" E	125.86'

THOMAS A. MONEY &
KELLY A. MONEY
(TRACT 1)
4.944 ACRES
DOC. 2019031363
O. P. R. W. C. T.

JOSEPH LEE SURVEY
ABSTRACT NO. 393

COUNTY JUDGE
JOHN DOERFLER
0.15 ACRES
DOC. 2007053302
O. P. R. W. C. T.

10' RIGHT-OF-WAY
& EASEMENT
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20' ROAD EASEMENT
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01/24/2023

PARCEL PLAT SHOWING PROPERTY OF

BOYD F. HENRY

PARCEL 25E

1.067 ACRES
46,464 Sq. Ft.

SCALE
1" = 100

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 3 OF 4



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FIRM REGISTRATION NO. 100591-00

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LEGEND

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▲	PK NAIL FOUND IN ASPHALT	P.O.B.	POINT OF BEGINNING
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
⊞	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

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M. Stephen Truesdale 13 MAR 2023



M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
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01/24/2023

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	SCALE 1" = 100'	PROJECT BAGDAD ROAD	COUNTY WILLIAMSON	PAGE 4 OF 4

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to use or otherwise convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2023.

[signature page follows]

EXHIBIT "C"

Parcel 25R

DEED

Bagdad Road Remainder Parcel

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 **BOYD F. HENRY**, a single person, 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"):

Being a 6.520 acre (_____ square foot) tract of land out of the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 25R**);

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 (the "Retained Improvements"): manufactured home, metal barn, well house, metal/pole shed

Such Retained Improvements shall be removed from the Property conveyed by Grantor at its own expense on or before December 31, 2025, subject to such extensions of time as may be provided by Grantee in writing, but in the event that Grantor fails for any reason to remove said Retained Improvements within the time provided, title to that portion of the Retained Improvement located on the Property shall vest in the Grantee and be subject to removal at any time.

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.

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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

