

REAL ESTATE CONTRACT

Ronald Reagan Blvd. (Segment C) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TEX MIX LAND, LLC** (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 0.4285-acre (18,667 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**);

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

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of NINETY-FOUR THOUSAND SIX HUNDRED SEVENTY-ONE and 00/100 Dollars (\$94,671.00).

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. Construction Period Access. As an obligation which shall survive the Closing of this transaction, by execution of this Agreement Purchaser agrees that during construction of the proposed Ronald Reagan Boulevard roadway expansion project upon the Property that Seller's existing driveway access to its remaining property will be reasonably maintained for its current uses during its business hours unless otherwise agreed between Seller and Purchaser in advance.

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 Longhorn Title Company on or before July 31, 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 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", 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 "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; 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 and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the current year relating to the portion of the Property conveyed in fee simple 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 as incurred.

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.

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 July 31, 2025 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 Seward Junction improvement construction project of Purchaser, 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 further 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:

TEX MIX LAND, LLC

By: 

Name: Eric Bailey

Title: CEO

Date: 6/26/25

Address: 1500 Arrow Point Ste 801

Cedar Park, TX 78613

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

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

Date: _____

County: Williamson
Parcel: 7 – TEX MIX LAND, LLC
Highway: Ronald Reagan Boulevard

EXHIBIT **A**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.4285 OF ONE ACRE (18,667 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.601 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TEX MIX LAND, LLC, RECORDED IN DOCUMENT NO. 2025002399 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.4285 OF ONE ACRE (18,667 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped “RPLS 4046” found in the existing West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW) for the Southeast corner of said 32.601 acre tract and the common Northeast corner of a called 11.69 acre tract of land described in a Special Warranty Deed to LAMCON 22, recorded in Document No. 2022123283 of said O.P.R.W.C.T., (Grid Coordinates: N=10,233,109.75, E=3,077,997.08), 137.51 feet Left of Ronald Reagan Baseline Station 712+43.70;

- 1) **THENCE North 58°18'52” West** with the Southwest line of said 32.601 acre tract and the common Northeast line of said 11.69 acre tract, a distance of **24.85** feet to a 1/2-inch rebar with aluminum cap stamped “WILLIAMSON COUNTY” set in the proposed West Right-of-Way (ROW) line of said Ronald Reagan Boulevard, 162.27 feet Left of Ronald Reagan Baseline Station 712+41.64;
- 2) **THENCE** over and across said 32.601 acre tract with the proposed West ROW line of said Ronald Reagan Boulevard, along a curve to the **Right** having a radius of **8,140.00** feet, an arc length of **636.29** feet, a delta angle of **04°28'43”**, and a chord which bears **North 38°23'46” East** a distance of **636.13** feet to a 1/2-inch rebar with aluminum cap stamped “WILLIAMSON COUNTY” set in the Northeast line of said 32.601 acre tract and the common Southwest line of a called 22.00 acre tract of land described in a General Warranty Deed to Centex Materials, LLC, recorded in Document No. 2018095623 of said O.P.R.W.C.T., 167.30 feet Left of Ronald Reagan Baseline Station 718+64.52;
- 3) **THENCE South 25°22'41” East** with the Northeast line of said 32.601 acre tract and the common Southwest line of said 22.00 acre tract, a distance of **32.49** feet to a Calculated Point in the existing West ROW line of said Ronald Reagan Boulevard, 137.50 feet Left of Ronald Reagan Baseline Station 718+51.82, from which a 1/2-inch rebar found bears South 25°22'41” East a distance of 0.20 feet;

THENCE with the Southeast line of said 32.601 acre tract and the existing common West ROW line of said Ronald Reagan Boulevard, the following three (3) courses and distances:

- 4) Along a curve to the **Left** having a radius of **8,650.00** feet, an arc length of **593.55** feet, a delta angle of **03°55'54”**, and a chord which bears **South 38°25'58” West** a distance of **593.43** feet to a 1/2-inch rebar with cap stamped “RPLS 4046” found, 132.64 feet Left of Ronald Reagan Baseline Station 712+68.55;



County: Williamson
Parcel: 7 – TEX MIX LAND, LLC
Highway: Ronald Reagan Boulevard

- 5) **North 51°43'45" West** a distance of **4.92** feet to a 1/2-inch rebar with cap stamped "PBS&J" found, 137.56 feet Left of Ronald Reagan Baseline Station 712+68.68; and
- 6) Along a curve to the **Left** having a radius of **8,655.00** feet, an arc length of **25.43** feet, a delta angle of **00°10'06"**, and a chord which bears **South 36°30'50" West** a distance of **25.43** feet to the **POINT OF BEGINNING**, containing 0.4285 of one acre (18,667 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

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

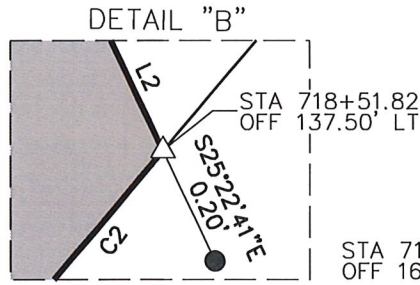
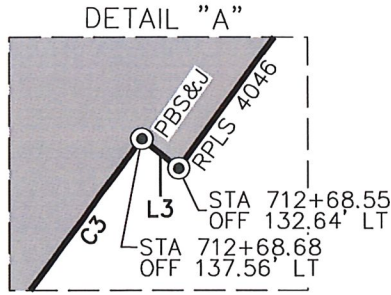
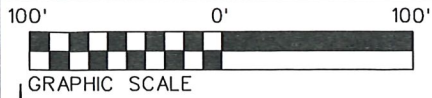
That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

 03/06/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642



PLAT TO ACCOMPANY PARCEL DESCRIPTION



CENTEX MATERIALS LLC
(22.00 ACRES)
DOC. NO. 2018095623
O.P.R.W.C.T.

THEOPHILUS W. MEDCALF SURVEY
ABSTRACT No. 412

TEX MIX LAND, LLC
(32.601 ACRES)
DOC. NO. 2025002399
O.P.R.W.C.T.

STA 712+41.64
OFF 162.27' LT

LAMCON 22
(11.69 ACRES)
DOC. NO. 2022123283
O.P.R.W.C.T.

SEE "A"
DETAIL "A"

P.O.B.
GRID COORDINATES
N: 10,233,109.75
E: 3,077,997.08
STA 712+43.70
OFF 137.51' LT

RONALD REAGAN BLVD
(R.O.W. VARIES)

WILLIAMSON COUNTY, TEXAS
(21.954 ACRES)
DOCUMENT NO. 2006062096
O.P.R.W.C.T.

715+00
RONALD REAGAN
BASELINE

LSI LANDESIGN SERVICES, INC. ★

10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

TEX MIX LAND, LLC

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

03/06/2025

PARCEL 07
0.4285 ACRES
18,667 Sq. Ft.

SHEET 3 OF 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	04° 28' 43"	8140.00'	636.29'	N38° 23' 46"E 636.13'
C2	03° 55' 54"	8650.00'	593.55'	S38° 25' 58"W 593.43'
C3	00° 10' 06"	8655.00'	25.43'	S36° 30' 50"W 25.43'

LINE DATA		
LINE	BEARING	LENGTH
L1	N58° 18' 52"W	24.85'
L2	S25° 22' 41"E	32.49'
L3	N51° 43' 45"W	4.92'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

- \triangle CALCULATED POINT
 \triangle 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
 \bullet 1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
 \odot 1/2-INCH REBAR FOUND WITH CAP STAMPED FOREST RPLS 1847 (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
() RECORD INFORMATION
— \perp — PROPERTY LINE
----- SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

 03/06/2025
FRANK W. FUNK DATE
RPLS 6803



CALLED
32.601 ACRES
1,420,100 Sq. Ft.

REMAINDER
32.17 ACRES
1,401,433 Sq. Ft.

LSI LANDESIGN SERVICES, INC.

10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPPLS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

TEX MIX LAND, LLC

SCALE
1" = 100'

PROJECT
RONALD REAGAN

COUNTY
WILLIAMSON

03/06/2025

PARCEL 07
0.4285 ACRES
18,667 Sq. Ft.

SHEET 4 OF 5

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-179489
ISSUED: FEBRUARY 19, 2025
EFFECTIVE DATE: FEBRUARY 12, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED
COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE
SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR.
THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER
ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS
SURVEYOR.

ITEMS 10.4 THROUGH 10.12 ARE NOT A SURVEY MATTER.

- 10: 1. A WATER PIPELINES EASEMENT GRANTED TO CHISHOLM TRAIL, WSC AS DESCRIBED IN VOLUME 954, PAGE 549
OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO CHISHOLM TRAIL SPECIAL UTILITY
DISTRICT IN VOLUME 2168, PAGE 44, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND
AS ASSIGNED TO THE CITY OF GEORGETOWN, TEXAS IN DOCUMENT NO. 2014076202 OF THE OFFICIAL PUBLIC
RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)
2. AN ACCESS EASEMENT AS DESCRIBED IN VOLUME 1054, PAGE 733 OF THE OFFICIAL RECORDS OF WILLIAMSON
COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)
3. A UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT
NO. 2017017310 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)
13. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE
TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE
DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY.
(OWNER'S POLICY ONLY) (NOTED HEREON)


 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF			03/06/2025 PARCEL 07 0.4285 ACRES 18,667 Sq. Ft. SHEET 5 OF 5
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON	

EXHIBIT "B"

Parcel 7

DEED

Ronald Reagan Blvd. (Segment C) 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 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 **TEX MIX LAND, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.4285-acre (18,667 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**);

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 its successors or assigns, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance Grantee's proposed roadway facilities and 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.

This deed is being delivered in lieu of condemnation.

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

[signature pages follow]

GRANTOR:

TEX MIX LAND, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
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: