#### REAL ESTATE CONTRACT

Seward Junction North Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MCCOLLUM 155, LP, a Texas limited partnership (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 6.780-acre (295,323 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 13):

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 ONE MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-SIX and 00/100 Dollars (\$1,535,836.00).
  - 2.02. Intentionally Deleted.

#### **Special Provisions**

2.03. Owner Retained Temporary Maintenance/Drive Use. As an obligation and agreement which shall survive the Closing of this transaction, by execution of this Contract the parties agree that Seller shall be entitled to retain the temporary right to enter the Property following Closing for the purposes of continued mowing and trash removal at its sole cost until such time as Purchaser issues written Notice to Proceed to its roadway construction contractor for the proposed Seward Junction Loop North roadway construction project. The parties acknowledge that prior to the time of such Notice to Proceed, Purchaser, its agents and contractors, and any utility companies may also enter or use the Property for any investigation or preliminary project tasks or activities, and the mowing or trash removal of Seller as authorized herein shall not otherwise unreasonably interfere with same.

The parties further agree that Seller, its invitees, guests, agents, successors and assigns shall be permitted to continue to use any existing remainder property driveway access and utility line, meter, or service facility which crosses or is within the Property, and such access will not be unreasonably impeded or denied during construction of the proposed Seward Junction Loop North roadway project without advance agreement between Purchaser and Seller.

#### Payment of Purchase Price

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

#### ARTICLE III PURCHASER'S OBLIGATIONS

#### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### **Miscellaneous Conditions**

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

- 4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:
- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) Seller has not received written notice of any violation of 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.
- 4.03 SELLER AND PURCHASER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT AND ANY INSTRUMENT TO BE EXECUTED AND DELIVERED AT CLOSING, PURCHASER IS TAKING THE PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE, OR CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OR REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; AND SPECIFICALLY, THAT, EXCEPT AS OTHERWISE SET FORTH HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL REQUIREMENTS, PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS OR ORDERS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS CONTRACT AND ANY INSTRUMENT TO BE EXECUTED AND DELIVERED AT CLOSING, IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED; AND EXCEPT AS SET FORTH IN THIS CONTRACT AND ANY INSTRUMENT TO BE EXECUTED AND DELIVERED AT CLOSING, THAT PURCHASER IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE

AND ITS INDEPENDENT JUDGMENT, INVESTIGATION, EVALUATION AND EXAMINATION OF THE PROPERTY. PURCHASER TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT AS SET FORTH IN THIS CONTRACT AND ANY INSTRUMENT TO BE EXECUTED AND DELIVERED AT CLOSING). PURCHASER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THIS CONTRACT. PURCHASER HAS AGREED TO DISCLAIM RELIANCE ON SELLER AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND PURCHASER CONFIRMS THAT PURCHASER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH, EXCEPT AS SET FORTH IN THIS CONTRACT AND ANY INSTRUMENT TO BE EXECUTED AND DELIVERED AT CLOSING. PURCHASER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY PURCHASER OTHERWISE MIGHT HAVE. PURCHASER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING AND SHALL NOT MERGE INTO THE CLOSING DOCUMENTS IRRESPECTIVE OF WHETHER THESE PROVISIONS ARE CARRIED FORWARD THEREIN OR NOT.

#### ARTICLE V CLOSING

#### **Closing Date**

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 7, 2025 (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; and
  - (b) 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 portion of the Property conveyed in fee simple.

#### 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 August 30, 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.

[signature pages follow]

SELL	ER:					
		M 155, LP, ed partnership				
Ву:	a Tex	follum 155 GP, LLC, xas limited liability company, eneral Partner				
	By:	Intrepid Equity Investments, LLC, a Texas limited liability company, its Manager  By:  Justin T. Day, Manager				
				Far West Blvd., Ste. 117-314 n, Texas 78731		
Date:		August 7, 2025				
PURO	CHASE	ER:				
WILI	LIAMS	ON COUNTY, TEXAS				
	even Sr ounty Ju		Address:	710 Main Street, Suite 101 Georgetown, Texas 78626		
Date:						



Parcel 13 6.780 Acre Right-of-Way B Manlove Survey, Abstract No. 417 Williamson County, Texas

#### **DESCRIPTION OF PARCEL 13**

BEING a 6.780 acre (295,323 square foot) parcel of land out of the B Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of that tract described as 155.911 acres conveyed to McCollum 155, LP by General Warranty Deed dated February 13, 2025, as recorded in Document No. 2025010733, Official Public Records, Williamson County, Texas; said 6.780 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 260 (CR 260), being in the south line of said 155.911 acre McCollum 155 tract, and the north line of that tract described as 148.96 acres conveyed to AVERYGC, Ltd. by Special Warranty Deed, as recorded in Document No. 2021084579, Official Public Records, Williamson County, Texas, said POINT OF BEGINNING, being 75.00 feet left of Engineer's Baseline Station 250+97.89, and having Surface Coordinates of N=10,214,059.16, E=3,072,542.62;

1) THENCE, along the south line of said 155.911 acre McCollum 155 tract, and the north line of said 148.96 acre AVERYGC tract, **South 67°56'18" West 122.10 feet** to a calculated point at the southwest corner of said 155.911 acre McCollum 155 tract, and the northwest corner of said 148.96 acre AVERYGC tract, being in the existing east right-of-way line of CR 260 (varying width right-of-way), from which a 4-inch diameter metal post found bears North 05°18'17" West 1.01 feet, and also from which 1/2-inch iron rod found in the east line of Lot 2, J. & L. Subdivision, a subdivision of record in Cabinet J, Slides 297-298, Plat Records, Williamson County, Texas, and in the existing west right-of-way line of CR 260, bears South 70°18'58" West 41.39 feet, and North 19°35'49" West 41.23 feet;

THENCE, along the west line of said 155.911 acre McCollum 155 tract, and the existing east right-of-way line of CR 260, the following ten (10 courses, numbered 2 through 11:

- 2) North 25°48'26" West 38.15 feet to a calculated point,
- 3) North 21°49'11" West 407.03 feet to a calculated point, from which a 1/2-inch iron rod found in the east line of Lot 1 in said J. & L. Subdivision, and the existing west right-of-way line of CR 260, bears South 71°59'53" West 47.80 feet, and South 27°16'28" East 101.76 feet, and also from which a 1/2-inch iron rod found at the northeast corner of said Lot 1, and the southeast corner of that tract described as 77.466 acres conveyed to Holmes 29, LLC by General Warranty Deed, as recorded in Document No. 2018105408, Official Public Records, Williamson County, Texas, and in the existing west right-of-way line of CR 260, bears South 71°59'53" West 47.80 feet, and North 27°16'28" West 101.76 feet,
- 4) North 32°14'06" West 406.25 feet to a calculated point,
- 5) North 31°41'49" West 44.65 feet to a calculated point,
- 6) North 25°16'44" West 165.10 feet to a calculated point,
- 7) North 18°25'25" West 284.75 feet to a calculated point,
- 8) North 17°06'02" West 209.97 feet to a calculated point,
- 9) North 14°33'16" West 344.91 feet to a calculated point,
- 10)North 18°30'31" West 419.88 feet to a calculated point, and

- 11)North 02°52'24" West 92.60 feet to a calculated point at the northwest corner of said 155.911 acre McCollum 155 tract, being at the intersection of the existing east right-of-way line of CR 260, and the existing east right-of-way line of County Road 258 (CR 258, varying width), from which a 1/2-inch iron rod with "Haynie Consulting" cap found at the northeast corner of the remainder of that tract described as 36.39 acres conveyed to Evelyn M. Shea, Trustee of the Shea Revocable Living Trust by Quitclaim Deed, as recorded in Volume 2722, Page 531, Official Records, Williamson County, Texas, and to the Estate of Edward John Shea, as recorded in Document No. 2018072291, Official Public Records, Williamson County, Texas, being in the west line of that tract described as 0.021 of one acre conveyed to Williamson County, Texas by Warranty Deed, as recorded in Document No. 2004094443, Official Public Records, Williamson County, Texas, also being in the existing west right-of-way line of CR 260, bears South 52°39'15" West 74.79 feet;
- 12)THENCE, along the north line of said 155.911 acre McCollum 155 tract, and the existing east right-of-way line of CR 258, North 64°39'44" East 61.49 feet to a calculated point at the southwest corner of that tract described as 94.814 acres conveyed to Enclave at Liberty Hill, LLC (84% undivided interest) and 2125 Hydepark Apartments, LLC (16% undivided interest) by Special Warranty Deed, as recorded in Document No. 2021103382, Official Public Records, Williamson County, Texas;
- 13)THENCE, continuing along the north line of said 155.911 acre McCollum 155 tract, and the south line of said 94.814 Enclave at Liberty Hill et al. tract, North 68°34'30" East 79.81 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 260, being 136.00 feet left of Engineer's Baseline Station 226+82.60;

THENCE, along the proposed east right-of-way line of CR 260, crossing said 155.911 acre McCollum 155 tract, the following thirteen (13) courses, numbered 14 through 26:

- 14)South 19°26'23" East 98.39 feet to a 1/2-inch iron rod with "McGray McGray" cap set, being 136.00 feet left of Engineer's Baseline Station 227+80.99,
- 15)South 21°13'41" West 93.61 feet to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 228+51.99,

- 16)South 19°26'23" East 196.31 feet to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 230+48.30
- 17) with a curve to the right, whose delta angle is **07°20'01"**, radius is **2,075.00 feet**, an arc distance of **265.59 feet**, and the chord of which bears **South 15°46'22" East 265.41 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 233+04.30,
- 18)South 12°06'22" East 164.01 feet to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 234+68.31,
- 19) with a curve to the left, whose delta angle is 07°42'44", radius is 1,925.00 feet, an arc distance of 259.11 feet, and the chord of which bears South 15°57'44" East 258.91 feet to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 237+37.52.
- 20)North 70°10'54" East 75.00 feet to a 1/2-inch iron rod with "McGray McGray" cap set, being 150.00 feet left of Engineer's Baseline Station 237+37.52,
- 21) with a curve to the left, whose delta angle is **07°00'43"**, radius is **1,850.00 feet**, an arc distance of **226.41 feet**, and the chord of which bears **South 23°19'27"** East **226.27 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 150.00 feet left of Engineer's Baseline Station 239+82.28,
- 22)South 63°10'11" West 75.00 feet to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 239+82.28.
- 23) with a curve to the left, whose delta angle is 01°26'36", radius is 1,925.00 feet, an arc distance of 48.50 feet, and the chord of which bears South 27°33'07" East 48.49 feet to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 240+32.67,

- 24) **South 28°16'25" East 682.69 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 247+15.36,
- 25) with a curve to the right, whose delta angle is **06°31'04**", radius is **2,075.00 feet**, an arc distance of **236.05 feet**, and the chord of which bears **South 25°00'53" East 235.92 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 249+42.88, and
- 26)South 21°45'21" East 155.01 feet to the POINT OF BEGINNING and containing 6.780 acres (295,323 square feet) of land within these metes and bounds.

#### Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC

3301 Hancock Dr., Ste. 6

Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500

06/30/2025 Date

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Note: There is a plat to accompany this description.

M:\LJA~23-086~Seward Junction Loop\Description\Parcel 13~6.780 Ac\_R3

Issued 09/20/2024; Revised 10/01/2024; 05/16/2025; 06/30/2025

WCAD ID R022480 & R022481

# SKETCH TO ACCOMPANY DESCRIPTION 6.780 AC. OR 295,323 SQ. FT. OF LAND OUT OF THE B MANLOVE SURVEY, ABSTRACT NO. 417 WILLIAMSON COUNTY, TEXAS P

## LEGEND



1/2" IRON ROD CAP STAMPED HAYNIE CONSULTING" FOUND (UNLESS NOTED)

•

/2" IRON PIPE FOUND (UNLESS NOTED)

4" DIA. METAL POST FOUND

SÍAMPED "MCGRAY MCGRAY" 5/8" IRON ROD WITH CAP

SET

O.P.R.W.C.T.

OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

CALCULATED POINT

DEED RECORDS WILLIAMSON COUNTY, TEXAS D.R.W.C.T.

PLAT RECORDS WILLIAMSON COUNTY, TEXAS P.R.W.C.T.

CAB./SLD.

CABINET/SLIDE P.O.B.

POINT OF BEGINNING

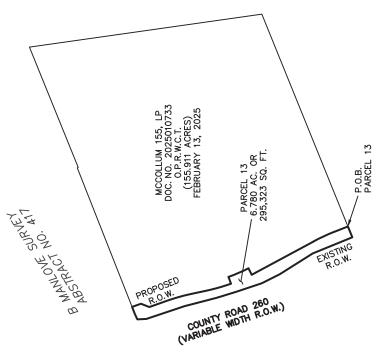
PROPERTY LINE ىے

PUBLIC UTILITY EASEMENT

RECORD INFORMATION P.U.E. (....)

RIGHT OF WAY R.O.W. N.T.S.

DISTANCE NOT TO SCALE NOT TO SCALE



INSET - NOT TO SCALE

# WCAD ID R022480 & R022481

REVISIONS

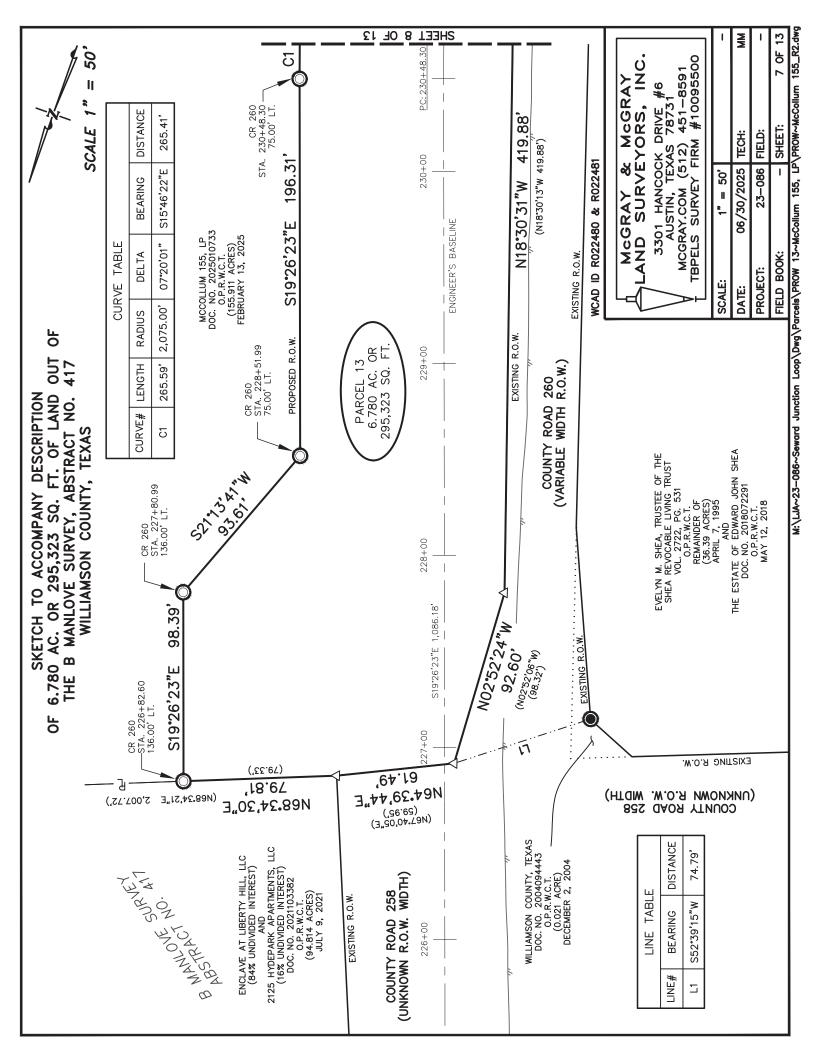
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05/16/2025	1. NEW BOUNDARY 2. ADD TITLE COMMITMENT NOTE	TMENT NOTE
10/01/24	UPDATES TO STATION OFFSET LABEL	N OFFSET LABEL
AREA TABLE	<u> AREA TABLE — ACRES (SQUARE FEET)</u>	ARE FEET)
RECORD AREA	ACQUISITION	REMAINDER
155.911 AC. (6,791,483 SF.)	6.780 AC. (295,323 SF.)	149.131 AC. (6,496,160 SF.)

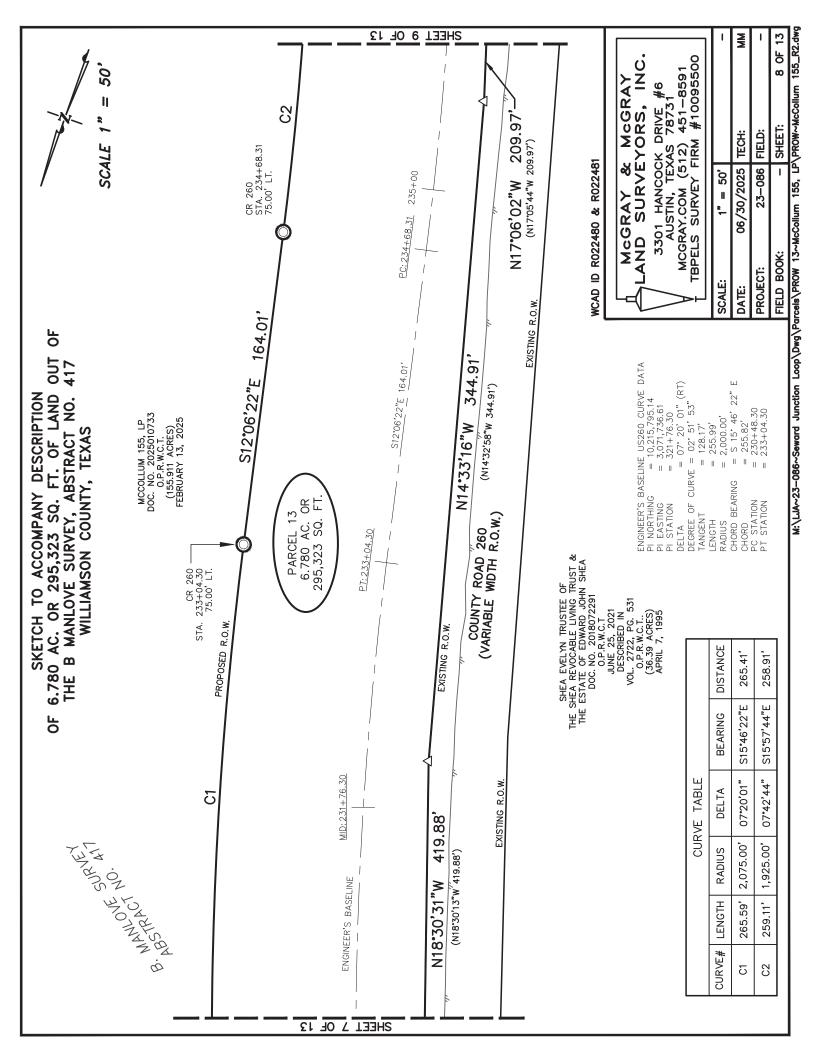
# McGRAY & McGRAY LAND SURVEYORS, INC.

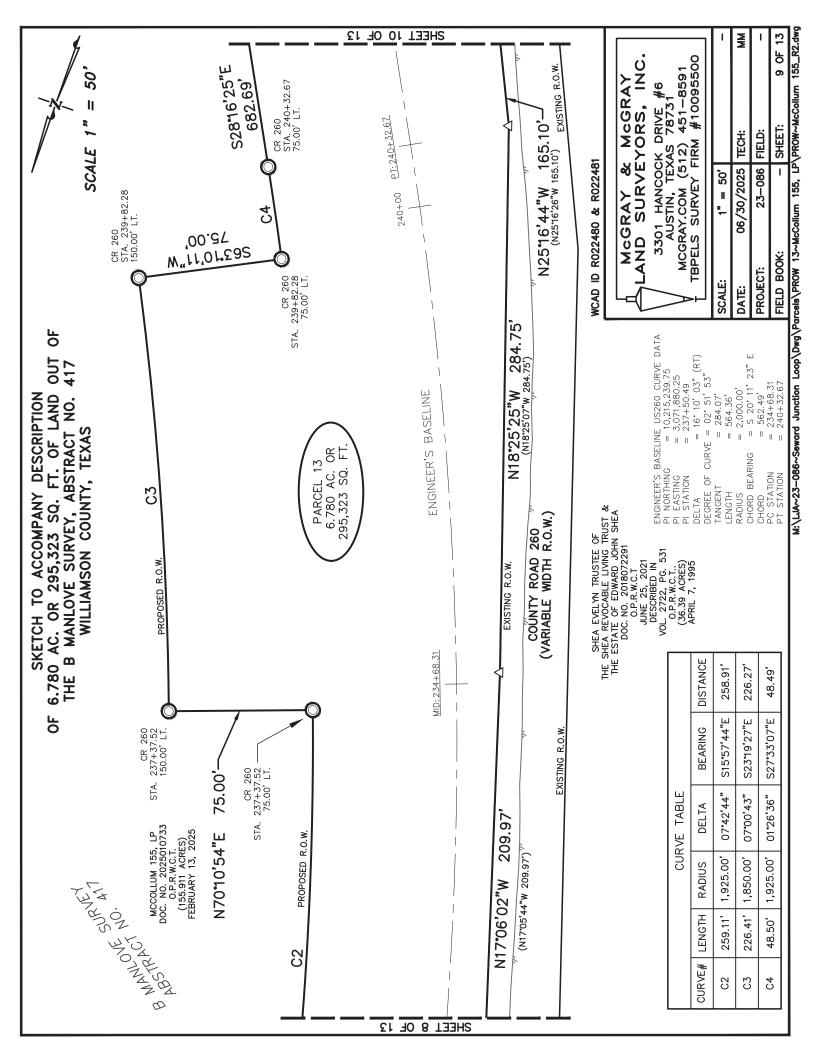
3301 HANCOCK DRIVE #6 AUSTIN, TEXAS 78731 MCGRAY.COM (512) 451—8591 TBPELS SURVEY FIRM #10095500

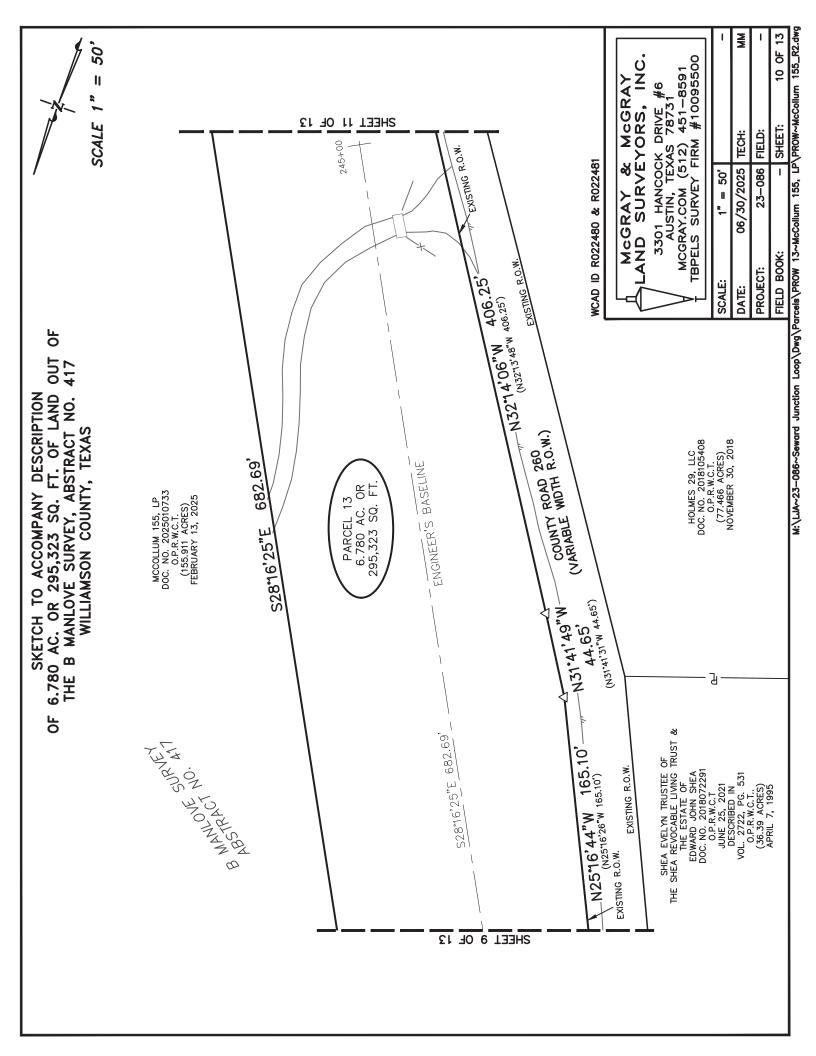
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FIELD BOOK:	1	SHEET:	6 OF 13

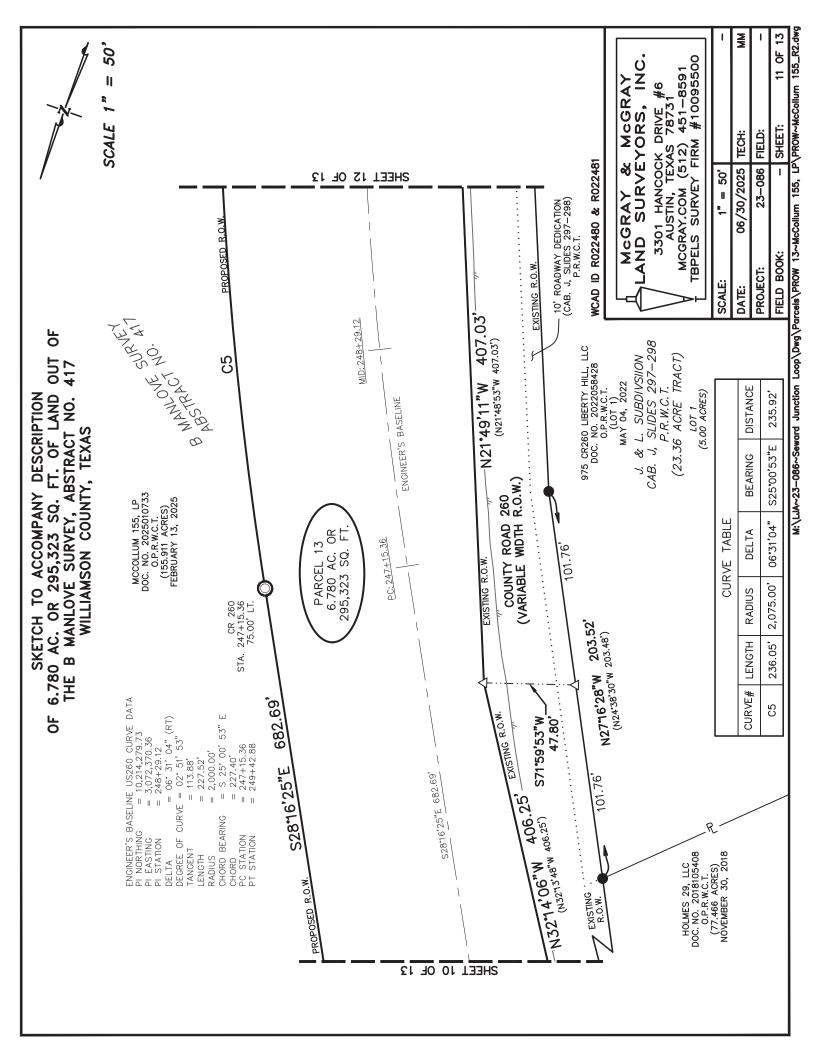
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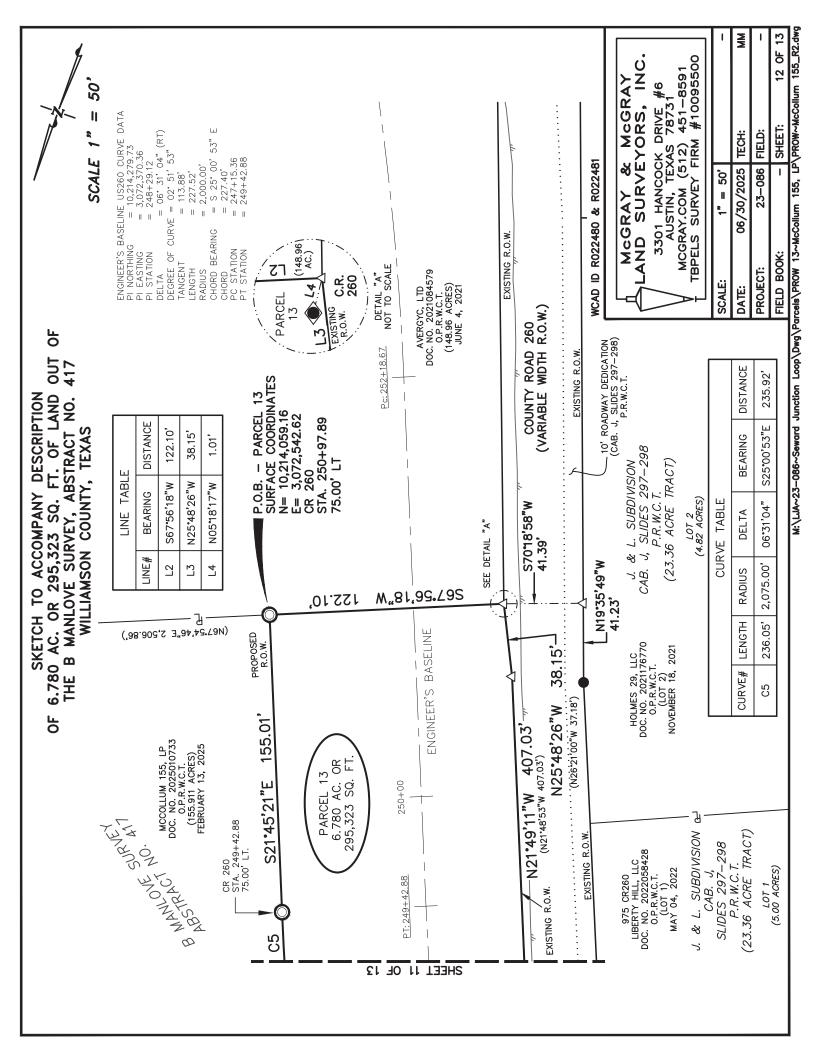












## P 6.780 AC. OR 295,323 SQ. FT. OF LAND OUT THE B. MANLOVE SURVEY, ABSTRACT NO. SKETCH TO ACCOMPANY DESCRIPTION WILLIAMSON COUNTY, TEXAS P

## TITLE COMMITMENT NOTE:

COMMITMENT FOR TITLE INSURANCE PREPARED BY:

TEXAN TITLE INSURANCE COMPANY

G.F. NO.: GT2503423 EFFECTIVE DATE: APRIL 30, 2025 ISSUED: MAY 15, 2025

THE SURVEYOR HAS RELIED UPON THE REFERENCED COMMITMENT FOR TITLE REGARDING EASEMENTS, RESTRICTIONS, AND OTHER MATTERS AFFECTING THIS PROPERTY. NO ADDITIONAL RESEARCH WAS DONE FOR THE PURPOSE OF THIS SURVEY, ITEMS LISTED ARE WORDED ACCORDINGLY TO THE COMMITMENT, FOLLOWED BY SURVEYOR'S NOTES AND/OR OBSERVATIONS SHOWN IN BRACKETS.

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS: ... ... ...

ELECTRIC EASEMENT RECORDED IN VOLUME 516, PAGE 355, DEED RECORDS, ö

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WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]
PIPELINE EASEMENT RECORDED IN VOLUME 826, PAGE 331, DEED RECORDS,
WILLIAMSON COUNTY, TEXAS. [MAY AFFECT, LOCATION CANNOT BE DETERMINED
FROM INFORMATION PROVIDED.]
WATER LINE EASEMENT RECORDED IN VOLUME 957, PAGE 818, DEED RECORDS,
WILLIAMSON COUNTY, TEXAS, AND VOLUME 2168, PAGE 44, OFFICIAL RECORDS,
WATER LINE EASEMENT RECORDED IN VOLUME 1122, PAGE 897, OFFICIAL
RECORDS, WILLIAMSON COUNTY, TEXAS, AND VOLUME 2168, PAGE 44, OFFICIAL
RECORDS, WILLIAMSON COUNTY, TEXAS, [MAY AFFECT, LOCATION CANNOT BE ပ

DETERMINED FROM INFORMATION PROVIDED. ö

OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT]
ROAD ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2017056470, AMENDED IN
DOCUMENT NO. 2017069795, AMENDED IN DOCUMENT NO. 2018101148, MAY BE
AFFECTED BY DOCUMENT NO. 2020082921, ALL OF THE OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS. [DOES NOT AFFECT] PIPELINE EASEMENT RECORDED IN DOCUMENT NOS. 2016001711 AND 2020082921,

NOTES:

THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE GRID COORDINATES.

2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY TEXAN TITLE INSURANCE COMPANY G.F. NO. GT2503423, EFFECTIVE DATE APRIL 30, 2025.

3. THE EXISTING RIGHT—OF—WAY SHOWN HEREON IS INTENDED TO BE THE SAME BOUNDARY RECONSTRUCTION AS DESCRIBED IN A SURVEY RECORDED IN DOCUMENT NO, 2025010733, O.P.R.W.C.T., PERFORMED BY BGE, INC.

10/01/2024

ISSUED: 09/20/2024

WCAD ID R022480 & R022481

06/30/2025 05/16/2025

REVISED: REVISED: REVISED:

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 DIRECTION AND SUPERVISION.

SURVEYOR S 100 ESSION 10 CONRAD 5623 CHRIS

06/30/2025

DATE

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 Note: There is a description to accompany this plat.

13 OF 13 ₹ SHEET: 出い出 23-086 FIELD: 06/30/2025 1" = 50FIELD BOOK: PROJECT: SCALE DATE

#10095500

3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #1009550

McGRAY & McGRAY LAND SURVEYORS, IN

M:\LJA~23-086~Seward Junction Loop\Dwg\Parcels\PROW 13~McCollum 155, LP\PROW~McCollum 155\_R2.dw

#### EXHIBIT "B"

Parcel 13

#### SPECIAL WARRANTY DEED

Seward Junction North Right of Way

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That MCCOLLUM 155, LP, a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 6.780-acre (295,323 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 13);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_\_, 2025.

[signature page follows]

GRANTOR:									
		M 155, LP, ed partnership							
Ву:	a Texa	llum 155 GP, LLC, as limited liability company, meral Partner							
	By:	Intrepid Equity Investments, LLC, a Texas limited liability company, its Manager							
		By: Justin T. Day, Manager							
<u>ACKNOWLEDGMENT</u>									
STAT	E OF T	ΓEXAS §							
COUNTY OF TRAVIS		F TRAVIS §							
2025,		nstrument was acknowledged before me on this the day oftin T. Day, the Manager of Intrepid Equity Investments, LLC, a Texas limited liability	_ ty						

company, the Manager of McCollum 155 GP, LLC, a Texas limited liability company, the General Partner of McCollum 155, LP, a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

#### PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664

#### **GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626

#### AFTER RECORDING RETURN TO: