After Recording, Return to:

White, Starling & Osterman, PLLC

Attn: Lauren Osterman

2003 N. Lamar Blvd., Suite 100

Austin, TX 78705

### **TERMINATION OF DEED RESTRICTION G**

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS TERMINATION OF DEED RESTRICTION G (the "Instrument"), effective as of the recording date, is hereby executed by CVS PHARMACY, INC., a Rhode Island corporation ("CVS"), B BOYD REAL ESTATE, LLC, a Texas limited liability company ("B Boyd"), and WILLIAMSON COUNTY, TEXAS, (the "County"), as successors-in-interest of James A. Rehler and Charles O. Sims, III and Edith R. Sims.

#### **RECITALS**

WHEREAS, James A. Rehler and Charles O. Sims, III and Edith R. Sims were Sellers of certain real property in Williamson County, Texas (the "Property," more particularly described in Exhibit A hereto) under that certain Warranty Deed dated as of September 29, 1977, and recorded at Volume 686, Page 167 in the Real Property Records of Williamson County, Texas (the "1977 Deed");

WHEREAS, the 1977 Deed contained certain restrictions (the "1977 Restrictions"), including the following Restriction G ("Restriction G"):

"G. BUYER agrees to deliver to SELLERS one (1) copy of the plans and specifications at least fifteen (15) days prior to the commencement of construction of any improvements upon said land and no such construction shall be commenced until SELLERS shall have approved the plans."

WHEREAS, B Boyd is a successor-in-interest to the Property; and

WHEREAS, CVS, B Boyd, and the County, as successors-in-interest of James A. Rehler and Charles O. Sims, III and Edith R. Sims, the Sellers under the 1977 Deed, wish to terminate Restriction G and release the Property from compliance with said Restriction G.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto agree as follows:

#### **TERMINATION**

- 1. <u>Termination of Restriction G</u>. With the recordation of this Instrument, Restriction G shall no longer apply to or otherwise encumber the Property and shall be deemed terminated; provided, however, nothing contained herein shall be deemed to terminate any of the other 1977 Restrictions contained in the 1977 Deed.
- 2. Other Documents. Subject to review and approval, each party agrees, upon the written request of the other party, to execute, acknowledge and deliver such documents that may be reasonably necessary or appropriate to carry into effect the intention of the parties as expressed in this Instrument.
- 3. <u>Effect of Instrument</u>. Except as modified by this Instrument, the terms and conditions contained in the 1977 Deed including the 1977 Restrictions shall remain in full force and effect.

(Signature Pages Follow)

IN WITNESS WHEREOF, each of the parties hereto have caused this Termination of Deed Restriction G to be executed effective as of the day first above written.

CVS PHARMACY, INC., a Rhode Island corporation

Name: Cheryl A. Green
Title: Assistant Secretary

CVS legal approval: CAG/LC

STATE OF RHODE ISLAND

§

COUNTY OF PROVIDENCE §

The foregoing instrument was acknowledged before me this day of September, 2025, by Cheryl A. Green, the Assistant Secretary of CVS PHARMCY, INC., a Rhode Island corporation, on behalf of said corporation, for the purposes and consideration herein provided.

Notary Public

My commission expires:

Lynn E. Chenel
Notary Public
State of Rhodo Island
My Commission Expires: 10-5-

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# **B BOYD REAL ESTATE, LLC,**

a Texas limited liability company

By:

Benny M. Boyd, President

STATE OF TEXAS

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COUNTY OF LAMP MOAS

The foregoing instrument was acknowledged before me this 17 day of 2025, by Benny M. Boyd, President of B Boyd Real Estate, LLC, a Texas limited liability company, on behalf of said limited liability company, for the purposes and consideration herein provided.

TINA M. KAETZEL
Notary Public ID#128416-7
STATE OF TEXAS
My Corren. Exp. Jan. 14, 2028

Notary Public in and for the State of Texas

# WILLIAMSON COUNTY, TEXAS

	By: Steven Snell, County Judge
STATE OF TEXAS	§ 8
COUNTY OF WILLIAMSON§	8
	t was acknowledged before me ondge, for the purposes and consideration herein provided.
	N. D. H. C. H. C. L. C. T.
	Notary Public in and for the State of Texas

#### Exhibit A

# **Property Description**

Part of the J, B, Robinson Survey A-521, Williamson County, Texas, and being part of a 6.42 acre tract of land described in a deed dated August 29, 1966, from Ulia L, hoes to James A, Rehler, recorded in Vol. 490, Page 253, Deed Records, Williamson County, Texas, and more particularly described as follows:

BEGINNING at the SW corner of said 6.42 acre tract in the East ROW line of U. S, Highway 183;

THENCE N 70° 15' E along the South line of said 6.42 acre tract a distance of 150 feet to a point;

THENCE N 19° 45 1 W 150 feet to a point;

THENCE S 70° 15 1 W 150 feet to a point in the E ROW line of U.S. Highway 183;

THENCE S 19°, 45' E along the East ROW line of U.S. Highway 183 a distance of 150 feet to the PLACE OF BEGINNING, and containing 0.51 acres of land, more or less.