

REAL ESTATE CONTRACT
North Mays Extension—Parcel 3

THIS REAL ESTATE CONTRACT (“Contract”) is made by OLDCASTLE MATERIALS TEXAS, INC., a Delaware corporation (collectively referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 1.286 acres (56,037 Sq. Ft.) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 3**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit “A” and any improvements thereon, and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of THREE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$379,500.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash 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**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

(3) No Other Representations and Warranties. Except for the representations and warranties expressly contained in this Article VI, Seller has not made or makes any other express or implied representations or warranties, either written or oral, relating to the Property. The Purchaser has conducted its own independent investigation, review and analysis of the Property, and the Purchaser acknowledges and agrees that in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, the Purchaser has relied solely upon its own investigation and the express representations and warranties of the Sellers set forth in Article III of this Agreement.

(4) THE PROPERTY IS SOLD "AS IS," "WHERE IS" AND "WITH ALL FAULTS." SELLER MAKES NO REPRESENTATION OR WARRANTY TO PURCHASER AS TO THE PHYSICAL CONDITION OF THE PROPERTY, AND SELLER DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND PURCHASER HEREBY UNDERSTANDS, ACKNOWLEDGES, AND ACCEPTS THE SAME.

(5) As utilized in this Agreement, "knowledge of Seller", "Seller's knowledge" or similar language shall mean the actual knowledge of Jake Parson (Division President of Seller) or Robert Banks (Division CFO of Seller) without any duty of investigation.

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 Independence Title Company on or before March 31st, 2018, 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, but in no event shall Closing occur later than 180 days after full execution of this Contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A", free and clear of any and all liens and restrictions, including specifically the partial release of any current leases affecting the Property, 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.

The Deed shall be in the form as shown in Exhibit "B", attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, 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 request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

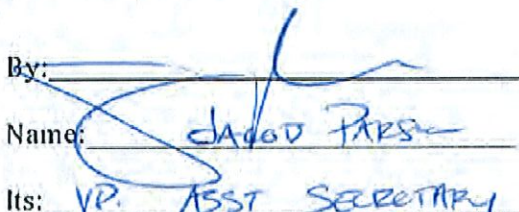
Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

OLDCASTLE MATERIALS TEXAS, INC.,
a Delaware corporation

By: 

Name: JACOB FARSEN

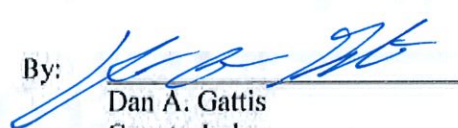
Its: VP. ASST SECRETARY

Date: 3/8/18

Address: 1320 Arrow Point
Suite 600
Cedar Park, Texas 78613

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: 

Dan A. Gattis
County Judge

Date: 03-29-2018

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

EXHIBIT A

County: Williamson
Parcel: 3
Highway: N. Mays Extension

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 1.286 ACRE (56,037 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.691 ACRE TRACT OF LAND CONVEYED TO WHEELER COATING ASPHALT, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000081595 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.286 ACRE (56,037 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a Type I TxDOT concrete highway monument found, 755.56 feet left of proposed North Mays Baseline Station 34+06.90 in the easterly Right-of-Way (ROW) line of I.H. 35, same being the northwesterly corner of Lot 2 of the Resubdivision of Sparks Acres, a subdivision of record in Cabinet E, Slide 16 of the Plat Records of Williamson County, Texas, same being the southwest corner of that called 2.451 acre tract of land conveyed to P&M Properties, Inc. by instrument recorded in Volume 767, Page 699 of the Deed Records of Williamson County Texas;

THENCE, with the northerly boundary line of said Lot 2, same being in part the southerly boundary line of said 2.451 acre tract and in part that called 1.00 acre tract of land conveyed to Wheeler Coating Asphalt, Inc. by instrument recorded in Document No. 2000081594 of the Official Public Records of Williamson County, Texas, N 78°11'19" E, for a distance of 656.25 feet to a 1/2" iron rod with plastic cap stamped "LAND DESIGN" found, 122.68 feet left of proposed North Mays Baseline Station 35+37.73, (Grid Coordinates determined as N=10171505.99, E=3128679.98 (TxSPC Zone 4203), in the proposed westerly ROW line of North Mays Street (ROW width varies), being the northwesterly corner of Lot 1, Tellabs Subdivision, a subdivision of record in Cabinet T, Slides 141-143 of the Plat Records of Williamson County, Texas, same being an ell corner in the southerly boundary line of said 1.691 acre tract, same being the southeasterly corner of said 1.00 acre tract, also being the northeasterly corner of said Lot 2, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) THENCE, departing said Lot 1, through the interior of said 1.691 acre tract, with said proposed westerly ROW line, N 07°18'36" E for a distance of 263.23 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 144.45 feet left of proposed North Mays Baseline Station 37+80.39, being in the northerly boundary line of said 1.691 acre tract, same being the southerly boundary line of the remainder of that called 26.864 acre tract of land conveyed to Brian T. & Trina D. Dee by instrument recorded in Document No. 2008040866 of the Official Public Records of Williamson County, Texas, and from which a 1/2" iron rod found in said common boundary line bears along a curve to the left, having a delta of 04°15'20", a radius of 300.00 feet, an arc length of 22.28 feet and a chord which bears S 80°17'02" W at a distance of 22.28 feet;

THENCE, departing said proposed westerly ROW line, with the common boundary line of said 1.691 acre tract and said remainder of 26.864 acre tract, the following three (3) courses:

- 2) Along a curve to the right, having a delta angle of 21°10'28", a radius of 300.00 feet, an arc length of 110.87 feet and a chord which bears S 87°00'04" E for a distance of 110.24 feet to a calculated point of tangency;
- 3) S 76°24'49" E for a distance of 41.93 feet to a calculated point of curvature to the left;
- 4) Along said curve to the left, having a delta angle of 18°51'08", a radius of 200.00 feet, an arc length of 65.81 feet and a chord which bears S 85°50'21" E for a distance of 65.51 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 69.30 feet right of proposed North Mays Baseline Station 38+18.64, being in the proposed easterly ROW line, same being an ell corner in said southerly boundary line of the remainder of 26.864 acre tract, also being the northeasterly corner of said 1.691 acre tract, for the northeasterly corner of the herein described tract;

THENCE, continuing with the common boundary line of said 1.691 acre tract and said remainder of 26.864 acre tract, with said proposed easterly ROW line, the following two (2) courses:

- 5) S 11°03'20" E for a distance of 107.85 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 117.55 feet right of proposed North Mays Baseline Station 37+21.59, for an angle point;
- 6) S 12°22'48" E for a distance of 76.74 feet to a 1/2" iron rod with plastic cap stamped "DIAMOND SURVEYING" found 151.02 feet right of proposed North Mays Baseline Station 36+44.20, being an ell corner in the southerly boundary line of said 26.864 acre tract, same being the southeasterly corner of said 1.691 acre tract, also being the northerly boundary line of said Lot 1 (Tellabs Subdivision), for the southeasterly corner of the herein described tract;
- 7) THENCE, with the common boundary line of said 1.691 acre tract, said Lot 1, and said proposed easterly ROW line, S 78°12'07" W for a distance of 45.21 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 109.41 feet right of proposed North Mays Baseline Station 36+24.45, for an angle point of the herein described tract;
- 8) THENCE, departing said proposed easterly ROW line, continuing with said common boundary line, S 78°12'07" W for a distance of 247.79 feet to the POINT OF BEGINNING, containing 1.286 acres (56,037 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, Lawrence M. Russo, 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.

Lawrence M. Russo
Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

04/28/2017
Date



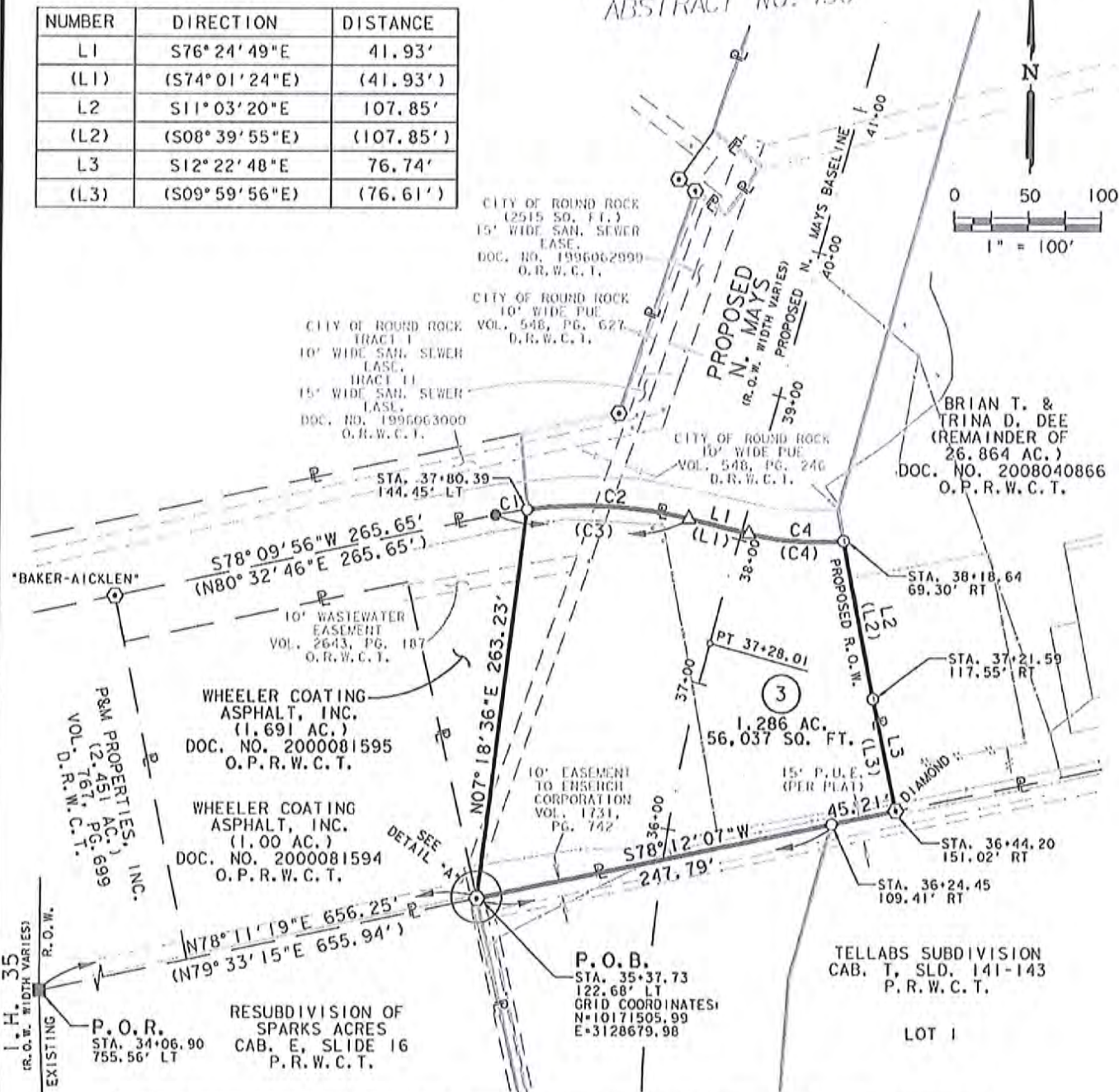
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 3 OF 4

DAVID CURRY SURVEY
ABSTRACT NO. 130

NUMBER	DIRECTION	DISTANCE
L1	S76°24'49"E	41.93'
(L1)	(S74°01'24"E)	(41.93')
L2	S11°03'20"E	107.85'
(L2)	(S08°39'55"E)	(107.85')
L3	S12°22'48"E	76.74'
(L3)	(S09°59'56"E)	(76.61')



PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17
PAGE 4 OF 4

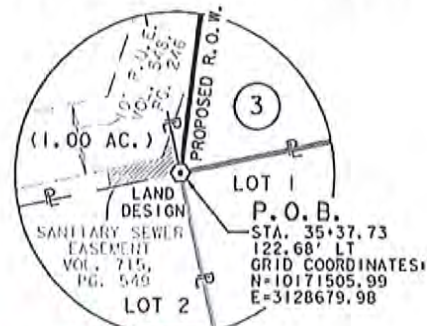
LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
※	FENCE CORNER POST FOUND	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊗	COTTON GIN SPINDLE FOUND	↗	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	WILLIAMSON COUNTY, TEXAS	
	STAMPED "ROW-5050" SET	O.R.W.C.T.	OFFICIAL RECORDS
	(UNLESS NOTED OTHERWISE)	WILLIAMSON COUNTY, TEXAS	
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS	
		P.R.W.C.T.	PLAT 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. 17-293982-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 28, 2017, ISSUE DATE MARCH 6, 2017.

- 10G. WATER FLOWAGE, IMPOUNDMENT, AND INUNDATION EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 423, DEED OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- H. SANITARY SEWER/WATER EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 246, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- I. SANITARY SEWER EASEMENT TO B.J. HUGHES, INC., RECORDED IN VOLUME 715, PAGE 549, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.
- J. ELECTRIC DISTRIBUTION AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 743, PAGE 781, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. WASTEWATER EASEMENT TO P&M PROPERTIES, INC. D/B/A/ SUNNY BOWL, RECORDED IN VOLUME 2637, PAGE 187, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- L. UNRECORDED GAS LINE EASEMENT AS SET FORTH IN THE WARRANTY DEED RECORDED IN DOCUMENT NO. 2000081595, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.



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.

Lawrence M. Russo 04/28/2017
LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



	ACRES	SQUARE FEET
ACQUISITION	1.286	56,037
CALC/DEED AREA	1.691	73,660
REMAINDER AREA	0.405	17,623



PARCEL PLAT SHOWING PROPERTY OF
**WHEELER COATING
ASPHALT, INC.**

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 3

EXHIBIT "B"

Parcel 3

DEED

North Mays Extension 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 OLDCASTLE MATERIALS TEXAS, INC., a Delaware corporation, 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:

All of that certain 1.286 acre (56,037 Sq. Ft.) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 3).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas/City of Round Rock, 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.

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 _____, 2018.

GRANTOR:

OLDCASTLE MATERIALS TEXAS, INC.,
a Delaware corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2018 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.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: