

REAL ESTATE CONTRACT
Southeast Loop/FM3349 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KARI A. RAESZ, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF CYNTHIA D. KRUEGER, DECEASED** (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 1.949 acre (84,900 square foot) tract of land, out of and situated in the J. J. Stubblefield Survey, Abstract No. 562, and the Thomas B. Lee Survey, Abstract No. 740, in Williamson County; being more fully described by metes and bounds in **Exhibit "A"**, attached hereto and incorporated herein (**Parcel 73**); and

Pipeline easement interest in and across all of that certain 0.193 acre (8,398 square foot) tract of land, out of and situated in the Thomas B. Lee Survey, Abstract No. 740, in Williamson County; being more particularly described by metes and bounds in **Exhibit "B"**, attached hereto and incorporated herein (**Parcel 73-GE**); and

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 portion of the Property described in **Exhibit "A"**, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of ONE HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED ELEVEN and 16/100 Dollars (\$154,711.16).

2.02. The Purchase Price for the easement interest in and across the Property described in **Exhibit "B"**, shall be the sum of FIFTEEN THOUSAND and 00/100 Dollars (\$15,000.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable by Purchaser as follows:

(a) A \$10,000.00 escrow deposit ("Escrow Deposit") shall be tendered by Purchaser to Title Company as earnest money within fourteen (14) days after the Effective Date of this Contract and the delivery of a Purchaser's Settlement Statement by the Title Company, which shall be applied toward the Purchase Price at closing, except as otherwise provided herein; and

- (b) The balance of the Purchase Price shall be paid in cash or other readily available funds at the Closing.

ARTICLE III CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to Seller's having 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; and
- (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 December 31, 2021, 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:

- (a) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in **Exhibit "A"**, and deliver to Flint Hills Resources Corpus Christi, LLC a duly executed and acknowledged amendment to pipeline easement right of way in and to the portion of the Property described in **Exhibit "B"**, all free and clear of any and all monetary liens but subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, water interests and easements outstanding in persons other than Seller, and other instruments, other than encumbrances against and conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary, or in other encroachments onto the Property;

(b) The Deed to Purchaser shall be in the form as shown in **Exhibit "C"** attached hereto. The Amendment to Flint Hills Resources Corpus Christi, LLC shall be in the form as shown in **Exhibit "D"** attached hereto;

(c) 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 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:

- (i) The boundary and survey exceptions shall be deleted;
 - (ii) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (iii) 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.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price; and
- (b) Complete and execute such documents as the Title Company may reasonably require.

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 and submitted to the Williamson County Tax Office by Title Company, 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:

- (a) Owner's Title Policy and survey to be paid by Purchaser;
- (b) Deed, tax certificates, and title curative matters, if any, paid by Purchaser;
- (c) All other closing costs shall be paid by Purchaser; and
- (d) Attorney's fees paid by each party respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event.

**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.

In order to be effective, notices to the Seller must also be sent via email to:

Douglas A. Booth
Sneed, Vine & Perry, P.C.
PH: (512) 494-3151
Email: dbooth@sneedvine.com

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.

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 December 15, 2021 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed Southeast Loop/Corridor A-1 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 probate or title curative measures required by the Contract to complete the Closing of the purchase transaction.

Indemnification for Liability Arising from Possession and Use of Property

8.13. To the fullest extent allowed by law, Purchaser hereby agrees to release, indemnify and hold Seller, its agents, servants, employees, legal counsel and all persons natural or corporate in privity with them harmless from and against any and all claims, suits, actions, losses, damages, or liability of any character, type or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or damage to any property, arising out of or occasioned by, directly or indirectly, any use or possession of the Property by Purchaser or its agents, representatives, employees, guests, licensees, and/or anyone else who the foregoing persons may allow to enter onto the Property. It is expressly agreed that the indemnity provided for herein shall include, but not be limited to, an indemnity extended by Purchaser to indemnify and protect those indemnified hereunder from the consequences of the negligence of those indemnified, whether that negligence is the sole or contributory cause of the resultant injury, death or damage, or is only a contributory cause of the resultant injury, death or damage.

SELLER:


Kari Raesz (Dec 9, 2021 11:31 CST)

Kari A. Raesz, Independent Administrator of
the Estate of Cynthia D. Krueger, Deceased

Address: 4900 CR 101
Taylor TX 76574

Date: _____

Approved as to form:



Douglas Booth

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

PURCHASER:

WILLIAMSON COUNTY, TEXAS

Bill Gravell, Jr.
By: County Judge


Bill Gravell (Dec 14, 2021 16:55 CST)

Date: Dec 14, 2021

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 73

DESCRIPTION OF A 1.949 ACRE (84,900 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND IN THE THOMAS B. LEE SURVEY, ABSTRACT NO. 740 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 75 ACRE TRACT OF LAND (PARCEL NUMBER ONE, THIRD TRACT) DESCRIBED IN EXECUTOR'S DEED TO CYNTHIA D. KRUEGER RECORDED IN DOCUMENT NO. 2015046325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.949 ACRE (84,900 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,170,534.11, E=3,192,628.67 TxSPC Zone 4203) set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the northerly boundary line of said remainder of the 75 acre tract, same being in the southerly boundary line of that called 5.65 acre tract of land described in Special Warranty Deed to Larry John Matl recorded in Volume 1276, Page 612 of the Official Records of Williamson County, Texas, and depicted on Larry John Matl, Tract 1, a subdivision of record in Cabinet G, Slides 329-330 of the Plat Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a calculated angle point in said common boundary line bears N 82°50'51" W, at a distance of 486.76 feet;

- 1) **THENCE**, departing said proposed westerly ROW line, with the southerly boundary line of said 5.65 acre tract, same being the northerly boundary line of said remainder of the 75 acre tract, **S 82°50'51" E**, for a distance of **175.93** feet to the calculated northeasterly corner of said remainder of the 75 acre tract, same being the southeasterly corner of said 5.65 acre tract in the existing westerly ROW line of said F. M. 3349 (100' ROW width), same being in the westerly line of that called 4.1049 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;
- 2) **THENCE**, with said existing westerly ROW line, being the westerly line of said 4.1049 acre ROW tract, same being the easterly boundary line of said remainder of the 75 acre tract, **S 07°39'54" W**, for a distance of **435.67** feet to the calculated southeasterly corner of said remainder of the 75 acre tract, same being the northeasterly corner of that called 60.87 acre tract of land described in Gift Deed to Michael Ray Krueger recorded in Document No. 2012042162 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found bears S 82°41'01" E, at a distance of 0.66 feet;
- 3) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said remainder of the 75 acre tract and said 60.87 acre tract, **N 82°41'01" W**, for a distance of **214.07** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of F.M. 3349, for the southwest corner of the herein described parcel;

April 21, 2021
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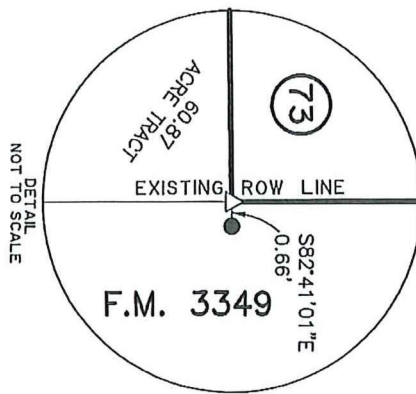
- This property description is accompanied by a separate parcel plat.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

5 MAY 2021
Date



EXHIBIT A



THOMAS B. LEE SURVEY
ABSTRACT No. 740

MICHAEL RAY KRUEGER
60.87 ACRES
DOC. No. 2012042162
O.P.R.W.C.T.

P.O.B.
GRID COORDINATES:
N=10,170,534.11
E=3,192,628.67

J. STUBBLEFIELD SURVEY
ABSTRACT No. 562

F.M. 3349
(100' R.O.W. WIDTH)

WATKINS NOBLES SURVEY
ABSTRACT No. 484

PARCEL PLAT SHOWING PROPERTY OF
CYNTHIA D. KRUEGER

PARCEL 73

04/21/2021

**INLAND
GEODETICS**

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591--00

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
FM 3349

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EXHIBIT A

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2056200-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 15, 2020, ISSUE DATE OCTOBER 23, 2020.

B. ELECTRIC AND TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 344, PAGE 637, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 454, PAGE 695, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

F. CHANNEL OR DRAINAGE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 350, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS. AFFECT AS SHOWN.

PARCEL PLAT SHOWING PROPERTY OF
CYNTHIA D. KRUEGER

PARCEL 73

INLANDS GEODETICS

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
DALLAS, TEXAS 75243-4001

ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

FIRM REGISTRATION NO. 100591-00

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
FM 3349

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EXHIBIT A
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B. P.O.R. ()	POINT OF BEGINNING POINT OF REFERENCE RECORD INFORMATION
●	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
■	TxDOT TYPE I CONCRETE MONUMENT FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
—	PROPERTY LINE		
—	LINE BREAK		
—	DENOTES COMMON OWNERSHIP		

6. PIPELINE EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 72, OF THE OFFICIAL RECORDS, AS AFFECTED BY DOCUMENT NO. 2010078119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

4. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-80 AUTHORIZING ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019035395, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

1. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-8PP AUTHORIZING ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019043500, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED
BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale DATE *5 May 2021*

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF
CYNTHIA D. KRUEGER

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
FM 3349

PARCEL 73
PAGE 5 OF 5

04/21/2021

B
EXHIBIT
PROPERTY DESCRIPTION FOR PARCEL 73 - G.E.

DESCRIPTION OF A 0.193 ACRE (8,398 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE THOMAS B. LEE SURVEY, ABSTRACT NO. 740 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 75 ACRE TRACT OF LAND (PARCEL NUMBER ONE, THIRD TRACT) DESCRIBED IN EXECUTOR'S DEED TO CYNTHIA D. KRUEGER RECORDED IN DOCUMENT NO. 2015046325 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.193 ACRE (8,398 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,170,110.31, E=3,192,512.89 TxSPC Zone 4203) being in the southerly boundary line of said remainder of the 75 acre tract, same being in the northerly boundary line of that called 60.87 acre tract of land described in Gift Deed to Michael Ray Krueger recorded in Document No. 2012042162 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with aluminum cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), bears with said common boundary line, S 82°41'01" E, at a distance of 20.09 feet;

- 1) **THENCE**, with the southerly boundary line of said remainder of the 75 acre tract, same being the northerly boundary line of said 60.87 acre tract, N 82°41'01" W, for a distance of 25.11 feet to the calculated southwesterly corner of the herein described parcel;

THENCE, departing said 60.87 acre tract, through the interior of said remainder of the 75 acre tract, the following five (5) courses:

- 2) N 12°40'17" E, for a distance of 306.45 feet to a calculated point;
- 3) N 72°03'05" E, for a distance of 52.29 feet to a calculated point, for the most northerly corner of the herein described tract, being in the proposed ROW line of said F.M. 3349 and from which an iron rod with aluminum cap stamped "ROW 4933" set in the northerly boundary line of said remainder of the 75 acre tract, same being the southerly boundary line of that called 5.65 acre tract of land described in Special Warranty Deed to Larry John Matl recorded in Volume 1276, Page 612 of the Official Records of Williamson County, Texas, and depicted on Larry John Matl, Tract 1, a subdivision of record in Cabinet G, Slides 329-330 of the Plat Records of Williamson County, Texas bears N 12°40'17" E, at a distance of 108.19 feet;
- 4) With said proposed ROW line, S 12°40'17" W, for a distance of 29.05 feet to a calculated point;
- 5) Departing said proposed ROW line, S 72°03'05" W, for a distance of 23.24 feet to a calculated point;
- 6) S 12°40'17" W, for a distance of 289.85 feet to the **POINT OF BEGINNING**, containing 0.193 acre, (8,398 square feet) of land, more or less.

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel and westerly of Calls 2-3 of the above description, and a 0.013 acre (581 sq. ft) Temporary Workspace Easement as depicted on the accompanying Parcel Plat.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX

Date



EXHIBIT ID	PLAT TO ACCOMPANY DESCRIPTION

WATKINS NOBLES SURVEY
ABSTRACT No. 484

REV: 11/22/2021

FLINT HILLS
RESOURCES
PIPELINE
PARCEL 73
G.E.
PAGE 2 OF 4

EXHIBIT B
PLAT TO ACCOMPANY DESCRIPTION

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 GF NO. 2056200-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 15, 2020, ISSUE DATE OCTOBER 23, 2020.

10A. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 340, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

B. ELECTRIC AND TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 344, PAGE 637, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. ELECTRIC POWER LINE FOR ELECTRIC CIRCUITS AND COMMUNICATION LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 448, PAGE 564, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 454, PAGE 695, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. WATER LINES EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 599, PAGE 612, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. CHANNEL OR DRAINAGE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 350, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, DOES NOT AFFECT.



SCALE
1" = 100'

PARCEL PLAT SHOWING PROPERTY OF
CYNTHIA D. KRUEGER

WILLIAMSON COUNTY

PROJECT
FM 3349

FLINT HILLS
RESOURCES
PIPELINE
PARCEL 73
G.E.
PAGE 3 OF 4

REV: 11/22/2021

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	P.O.B. P.O.R. ()	POINT OF BEGINNING POINT OF REFERENCE RECORD INFORMATION
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■	TxDOT TYPE I CONCRETE MONUMENT FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE		
—	LINE BREAK		
↔	DENOTES COMMON OWNERSHIP		

G. PIPELINE EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1850, PAGE 72, OF THE OFFICIAL RECORDS, AS AFFECTED BY DOCUMENT NO. 201007819, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-80 AUTHORIZING ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019035395, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE RESOLUTION NO. R-19-03-21-8PP AUTHORIZING ANNEXATION DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2019043500, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED
BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

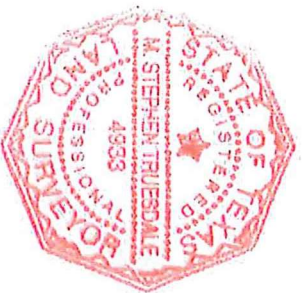
LICENSED STATE LAND SURVEYOR

INLAND GEODETICS, LLC

FIRM REGISTRATION NO. 100591-00

1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 78681



REV: 11/22/2021



PARCEL PLAT SHOWING PROPERTY OF
CYNTHIA D. KRUEGER

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
FM 3549

FLINT HILLS
RESOURCES
PIPELINE
PARCEL 73
G.E.
PAGE 4 OF 4

EXHIBIT "C"

Parcel 73

DEED

Southeast Loop (Corridor A1) 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 **KARI A. RAESZ, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF CYNTHIA D. KRUEGER, DECEASED**, 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 1.949 acre (84,900 square foot) tract of land, out of and situated in the J. J. Stubblefield Survey, Abstract No. 562, and the Thomas B. Lee Survey, Abstract No. 740, in Williamson County; being more fully described by metes and bounds in **Exhibit "A"**, attached hereto and incorporated herein (**Parcel 73**);

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;

All presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, water interests and easements outstanding in persons other than Grantor, and other instruments, other than encumbrances against and conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary, or in other encroachments onto the Property; and taxes for the year in which this deed is executed and conveyed through the date of this Deed.

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 and/or the State of

4883-6280-7045, v. 2

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 Southeast Loop/Corridor A1.

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 _____, 2021.

[signature pages follow]

GRANTOR:

Kari A. Raesz, Independent Administrator of the Estate
of Cynthia D. Krueger, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____,
2021 by Kari A. Raesz, 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:

EXHIBIT "D"

Flint Hills Resources, LLC
8125 Up River Rd
Corpus Christi, Texas 78409

Same as above
Attn: ROW Department – NAB

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

AMENDMENT TO PIPELINE EASEMENT RIGHT-OF-WAY GRANT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS THAT:

This Amendment to Right-of-Way Grant (the “Amendment”) is dated and effective as of _____, 2021 (the “Effective Date”), by and between KARI A. RAESZ, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF CYNTHIA D KRUEGER, DECEASED (“Grantor”) and FLINT HILLS RESOURCES CORPUS CHRISTI, LLC, a Delaware limited liability company (“Grantee”). Existing Easement Recitals (“Easement”):

1. Easement granted by Fred F. Krueger and Dorothy Krueger dated July 15, 1989 to the Koch Refining Company by instrument recorded in Volume 1850, Page 072, Document No. 1989035389, Official Records of Williamson County, Texas.
2. Assignment and Assumption Agreement by and between Flint Hills Resources, LP, a Delaware limited partnership (“Assignor”) and Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company (“Assignee”) effective November 1, 2010, recorded in Document 2010078119, Official records of Williamson County, Texas.

Grantor and Grantee now wish to amend the Easement as set forth herein.

NOW THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee amend the Easement as follows:

1. **New Right-of-Way.** The Easement is hereby amended to add the 0.193 acre (8,398 SF) right-of-way and easement described in Exhibit A (the “New Right-of-Way”), which is attached hereto and incorporated herein by reference, as part of the Easement property. As of the Effective Date, the Easement shall apply in full force and effect to the New Right-of-Way, as well as that right-of-way originally set forth in the Easement.
2. **Temporary Workspace.** The Easement is further amended to allow Grantee, its employees, agents, contractors, and subcontractors, to use up to fifty feet (50’) of property immediately adjacent to the New Right-of-Way and Easement (the “Temporary Workspace”), as temporary workspace for a period not to exceed six (6) months from the time of initial entry during each instance of new construction, removal of the pipeline being replaced, and future maintenance, as necessary.

3. **Maintenance of Easement Property.** Following its use of the New Right-of-Way and Temporary Workspace, Grantee shall repair and restore the property as nearly as practicable to its condition immediately prior to Grantee's use. Grantee will maintain the New Right-of-Way consistent with industry standards.

4. **Indemnification of Grantor by Grantee.** Grantee hereby agrees to release, indemnify and hold Grantor, its agents, servants, employees, legal counsel and all persons natural or corporate in privity with them harmless from and against any and all claims, suits, actions, losses, damages, or liability of any character, type or description, including all expenses of litigation, court costs, and reasonable attorney's fees for injury or death to any person, or damage to any property, arising out of or occasioned by, directly or indirectly, any use or possession of the New Right-of-Way, as well as that right-of-way originally set forth in the Easement (the "Rights-of-Way") by Grantee or its agents, representatives, employees, guests, licensees, and/or anyone else who the foregoing persons may allow to enter onto the Rights-of-Way.

5. **Equitable Rights of Enforcement.** The obligations imposed herein may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of breach, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the party to or those benefitted by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. **Attorney's Fees.** If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. **Future Release.** Grantee agrees that upon completion of construction of the replacement pipeline in the New Right-of-Way and removal of pipeline being replaced, to release the right-of-way no longer needed as a result of the relocation of the pipeline and record the release in the records of Williamson County, Texas.

8. **Parties Bound.** This Amendment shall be binding upon and inure to the benefit of Grantor and Grantee, and their respective permitted successors and assigns, as provided in the Easement. Except as amended in the terms of this Amendment, the Easement and the rights and obligations of the Grantor and Grantee thereunder shall be and remain in full force and effect and are hereby ratified and affirmed.

9. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart.

10. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Texas.

Signatures on following page

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective on the Effective Date.

GRANTOR:

Kari A. Raesz, Independent Administrator of the Estate of
Cynthia D. Krueger, Deceased

STATE OF TEXAS §
 §
COUNTY OF _____ §

Subscribed and sworn to before me this _____ day of _____, 2021, by Kari A. Raesz,
in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

ACCEPTED:

FLINT HILLS RESOURCES CORPUS CHRISTI, LLC

By: _____

Printed Name: Phil Gaarder

Title: Executive Vice President-Operations

STATE OF KANSAS §

§

COUNTY OF SEDGWICK §

Subscribed and sworn to before me this _____ day of _____, 2021, by Phil Gaarder, the Executive Vice President-Operations of Flint Hills Resources Corpus Christi, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Kansas

Printed Name: _____

My Commission Expires: _____