REAL ESTATE CONTRACT

CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JBS HOLDINGS**, **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 1.918-acre (83,526 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 20**);

All of that certain 0.801-acre (34,899 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 22**); and

together with all and singular the rights and appurtenances pertaining to said real property (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 AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibits A and B shall be the sum of **FIVE HUNDRED THOUSAND and 00/100 Dollars (\$500,000.00)**.

Payment of Purchase Price

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

Special Provisions

2.03. Unless otherwise agreed with Seller in writing, at all times prior to and during Purchaser's construction of the CR 279 Improvements (as defined below), Seller shall have reasonable access and/or ingress to or egress from Seller's remainder property over and across the existing driveway areas within the Property (same being located at the northern end of Parcel 20, between Parcel 20 and Parcel 22, and in the southern quadrant of Parcel 22, as shown on Exhibits "A" and "B" attached hereto) (the "CR 279 Driveways"). As part of Purchaser's construction of the CR 279 Improvements, Purchaser will construct driveways between County Road 279 roadway facility and the remaining property of Seller, at the locations and in substantial compliance with the design plans and specifications attached hereto and incorporated herein as Exhibit "C". Pursuant to and in accordance with Section 8.12 of this Agreement, Seller agrees to allow Purchaser, its contractors and agents to temporarily enter the remaining property of Seller solely in the limited area and duration as necessary to carry out the construction obligations of this paragraph. This Section 2.03 shall survive 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.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. **ACKNOWLEDGES PURCHASER** THAT **INCLUSION** OF THE **FOREGOING** DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT. THIS PARAGRAPH SHALL SURVIVE CLOSING.

4.02. The Property is being conveyed to Purchaser under threat of condemnation. In connection therewith, Purchaser acknowledges that Seller may complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1033 of the Internal Revenue Code, as amended. Purchaser agrees to provide reasonable cooperation to Seller in facilitating such exchange, which shall include, at Seller's request, (i) reasonably agreeing with Seller on how payments made to Seller hereunder will be categorized for Seller's income tax purposes (e.g., agreement as to which payments are for the acquisition of fee simple title and which are

"severance damages" that reduce Seller's basis in the Property) and (ii) furnishing a letter to Seller from an official authorized on behalf of the County confirming that the Property will be condemned if Seller does not voluntarily sell it to Purchaser pursuant to this Contract. All expenses in connection with the contemplated exchange will be paid by Seller; Purchaser will not incur any expense or liability with respect to the exchange except as expressly set forth herein. This Section 4.02 shall survive Closing.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Heritage Title Company of Austin, Inc., 200 W. 6th Street, Suite 1600, Austin, Texas 78701, Attn: Marcie Warnke ("Title Company"), on or before January 31, 2024, or at such other time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date"). If the Title Commitment obtained or to be obtained by Purchaser from the Title Company for the Property (the "Title Commitment") shows any monetary lien on the Property and Seller is unable to obtain a release of such lien with respect to the Property from the applicable lienholder(s) by payoff out of the Purchase Price proceeds at Closing or through other means, Closing shall be extended until the date that Seller is able to obtain such lien release, provided Purchaser is given at least 5 days' notice in advance of the new date that Closing will occur.

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 Exhibits A and B, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
 - (b) Any exceptions set forth on Schedule B of the Title Commitment; and
 - (c) Any other exceptions approved by Purchaser in writing.
- (2) The Deed shall be in the form as shown in Exhibit "D" 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 Purchaser'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 survey exception shall be deleted at Purchaser's sole expense (provided that Purchaser furnishes a survey of the Property that is acceptable to the Title Company for such purpose);
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
 - (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

- 5.03. At the Closing, Purchaser shall:
 - (a) Pay the Purchase Price in accordance with Section 2.02.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date (or the date that Purchaser takes possession of the Property under Section 8.12 below, if earlier) 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 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, as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller and 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 terminate this Contract by written notice to Purchaser and 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. This Contract is not assignable by Purchaser except to another governmental body with the power of condemnation.

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 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser to the extent allowed by law each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. 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 later of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below, and executed on behalf of Seller, which date is indicated beneath the Seller'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. If Closing is extended pursuant to Section 5.01 above but Purchaser nevertheless deposits cash funds equal to the full Purchase Price into an interest-bearing escrow account at the Title Company on or before the initial Closing Date, Purchaser, its agents and contractors shall be permitted at any time after January 31, 2024, 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 roadway improvement construction project of Purchaser on the Property (the "CR 279 Improvements") or other obligations of this Contract, 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. During possession of the Property by Purchaser for such purposes, the restrictive covenant provision concerning the "CR 279 Driveways" in the Deed shall apply to the parties as if fully set forth herein. Without limiting the generality of the foregoing, at no time during possession of the Property by Purchaser for such purposes shall Seller be denied reasonable access and/or ingress to or egress from the remainder of Seller's land for its current uses, unless otherwise agreed to by Seller in writing in advance. Purchaser's deposit of the Purchase Price funds into escrow as provided in this paragraph shall be irrevocable and shall be accompanied by unconditional instructions to the Title Company authorizing release of such funds and all accrued interest thereon to Seller upon Closing hereunder, provided that upon any termination of this Contract under Article VI or Article VII above, such escrow funds and accrued interest thereon shall be returned to Purchaser.

[signature pages to follow]

SELLER:

JBS HOLDINGS, LP

By: JBSH Management, LLC, its general partner

By: Sheri Krause (Jan 15, 2024 18:58 CST)

Name: Sheri Krause

Title: Managing partner

Date: Jan 15, 2024

Address:

JBS Holdings, LP 3605 Balcones Drive Austin, Texas 78731 Attn: Sheri Krause

with copies to: Winston Krause, Esq. 504 West 13th Street Austin, Texas 78701

Christopher K. Bell, Esq. 806 West 10th Street, Suite B Austin, Texas 78701

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
County Judge

11

Address: 710 Main Street, Suite 101

Georgetown, Texas 78626

Parcel: 20 – JBS Holdings, LP Highway: Bagdad Rd (CR 279) Page 1 of 4 10/02/22

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.918 ACRE (83,526 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 126.90 ACRE TRACT OF LAND (TRACT 1) CITED IN GENERAL WARRANTY DEED TO JBS HOLDINGS, LP RECORDED IN DOCUMENT NO. 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 1999061485 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.918 ACRE (83,526 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 118.60 feet left of Bagdad Road Baseline Station 270+95.74 (Grid Coordinates determined as N=10,206,237.71 E=3,059,728.49), being in the easterly boundary line of said 126.90 acre tract, same being the southerly boundary line of Lot 2, Brinson Subdivision, a subdivision of record in Cabinet DD, Slide 240-241 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 1/2" iron rod found, being the southwesterly corner of said Lot 2, same being an ell corner in said easterly boundary line of the 126.90 acre tract bears S 66°59'08" W, at a distance of 402.68 feet;

- 1) **THENCE**, with the easterly boundary line of said 126.90 acre tract, same being the southerly boundary line of said Lot 2, **N** 66°59'08" E, at a distance of 105.21 feet, pass the southeasterly corner of said Lot 2, being an ell corner in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (ROW width varies), same being the southwesterly corner of an additional ROW dedicated per said Brinson Subdivision, departing said Lot 2 and continuing with said existing westerly ROW line for a total distance of **115.77** feet to a 5/8" iron rod found, being an ell corner in the easterly line of said 126.90 acre tract, same being the southeasterly corner of said ROW dedication tract, also being an ell corner in said existing westerly ROW line, for the northeasterly corner of the herein described parcel;
- 2) THENCE, departing said ROW dedication tract, continuing with said existing westerly ROW line, same being the easterly boundary line of said 126.90 acre tract, S 02°13'31" E, for a distance of 754.38 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found, being the southeasterly corner of said 126.90 acre tract, same being the northeasterly corner of that called 3.854 acre tract of land described in Possession And Use Agreement For Transportation Purposes between said JBS Holdings, LP and Williamson County, Texas recorded in Document No. 2018029559 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of that called 99.57 acre tract of land (Tract 2) cited in said General Warranty Deed to JBS Holdings, LP recorded in said Document No. 2002103000, for the southeasterly corner of the herein described parcel;
- 3) THENCE, departing said existing ROW line, with the southerly boundary line of said 126.90 acre tract, same being the northerly boundary line of said 3.854 acre tract and said 99.57 acre tract, S 68°58'20" W, at a distance of 91.60 feet pass the calculated northwesterly corner of said 3.854 acre tract, departing said 3.854 acre tract, for a total distance of 120.27 feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 114.54 feet left of Bagdad Road Baseline Station 263+40.45 in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel;

Page 2 of 4 10-02-22

County: Williamson

Parcel: 20 - JBS Holdings, LP Highway: Bagdad Rd (CR 279)

4) THENCE, departing said 99.57 acre tract, with said proposed westerly ROW line, through the interior of said Lot 126.90 acre tract N 01°47'49" W, for a distance of 752.08 feet, to the POINT OF BEGINNING, containing 1.918 acres (83,526 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, M. Stephen Truesdale, 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.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

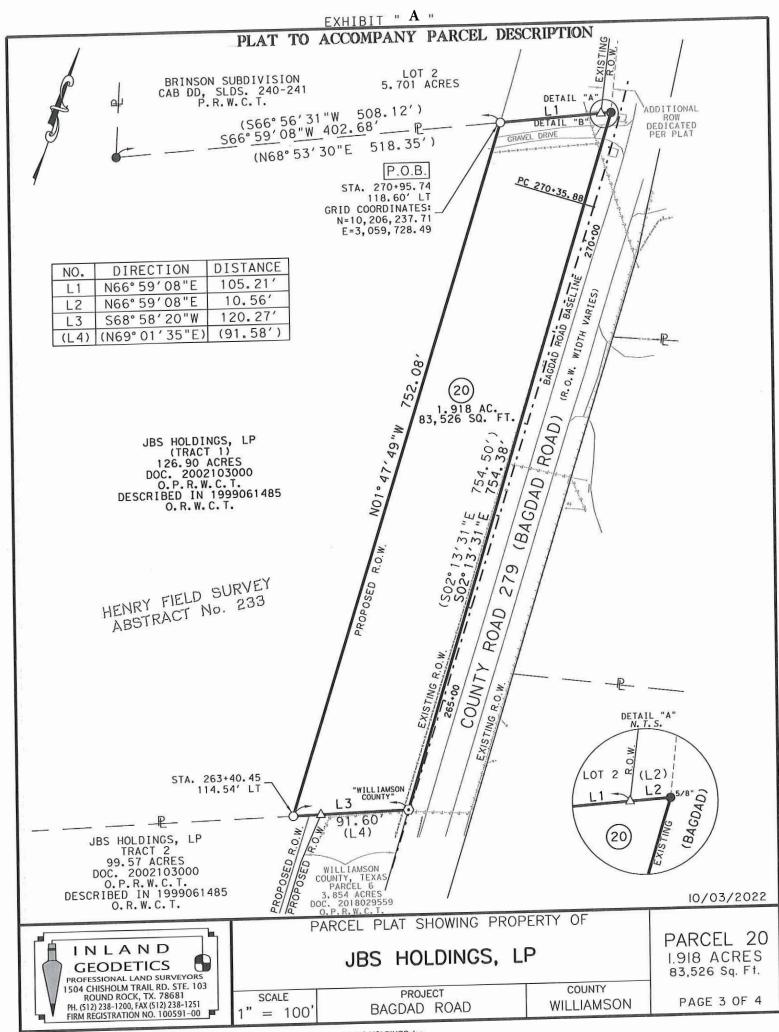
Inland Geodetics

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681



S:_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279\PARCEL 20-JBS.doc



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

1/2" IRON ROD FOUND UNLESS NOTED 0 1/2" IRON ROD FOUND W/PLASTIC CAP 1/2" IRON PIPE FOUND UNLESS NOTED 60/D NAIL FOUND IN FENCE POST CALCULATED POINT IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE) PROPERTY LINE P) RECORD INFORMATION LINE BREAK DENOTES COMMON OWNERSHIP P.O.B. POINT OF BEGINNING N. T. S. NOT TO SCALE D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS O. R. W. C. T. WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS O. P. R. W. C. T.

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. T-165851, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 03, 2022, ISSUE DATE AUGUST 12, 2022.

(10)5. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE NO. 05-0-52 OF RECORD IN DOCUMENT NO. 2005066226, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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.

M. STEPHEN TRUESDALE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933 DATE

LICENSED STATE LAND SURVEYOR INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103 ROUND ROCK, TEXAS 78681

10/03/2022

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

PARCEL PLAT SHOWING PROPERTY OF

JBS HOLDINGS, LP

PARCEL 20 1.918 ACRES 83,526 Sq. Ft.

SCALE = 100

PROJECT BAGDAD ROAD

COUNTY WILLIAMSON

PAGE 4 OF 4

County: Williamson

Parcel: 22, Parts 1 & 2 – JBS Holdings, LP

Highway: Bagdad Rd (CR 279)

Page 1 of 5 Rev: 09-16-22

EXHIBIT B PROPERTY DESCRIPTION

DESCRIPTION OF A OF 0.801 ACRE (34,899 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 99.57 ACRE (TRACT 2) TRACT IN A GENERAL WARRANTY DEED TO JBS HOLDINGS, LP RECORDED IN DOCUMENT NO. 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 199961486 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID OF 0.801 ACRE (34,899 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS (PART 1 AND PART 2) BY METES AND BOUNDS AS FOLLOWS:

PART 1 (0.087 ACRES, 3,779 SQ. FT)

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 263+46.03 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,205,492.07 E=3,059,767.59), being in the southerly boundary line of that called 126.90 acre (Tract 1) in said Document No. 2002103000 to said JBS Holdings, LP, same being the northerly boundary line of said remainder of the 99.57 acre tract and **POINT OF BEGINNING** of the herein described parcel;

1) THENCE, with the southerly line of said 126.90 acre tract, being the northerly line of said remainder of the 99.57 acre tract, N 68°58'20" E, for a distance of 12.04 feet to a calculated angle point in the existing westerly ROW line of said Bagdad Road County Road (C.R.) 279 (variable width ROW), being the northwesterly corner of that 3.854 acre ROW tract of land described in Possession and Use Agreement for Transportation to Williamson County, Texas recorded in Document No. 2018029559 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, being the southeasterly corner of said 126.90 acre tract, same being the northeasterly corner of said 3.854 acre ROW tract bears N 68°58'20" E, at a distance of 91.60 feet;

THENCE, departing said 126.90 acre tract, with said existing ROW line, same being the easterly boundary line of said remainder of the 99.57 acre tract, and the westerly line of said 3.854 acre ROW tract, the following two (2) courses:

- 2) S 04°16'55" W for a distance of 53.28 feet to a calculated angle point hereof;
- 3) S 01°25'43" E for a distance of 318.58 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 92.83 feet left of Bagdad Road Baseline Station 259+78.47, being an angle point in said proposed ROW line, for the southeasterly corner of the herein described parcel;

THENCE, departing said existing ROW line and said 3.854 acre ROW tract, with said proposed westerly ROW line, through the interior of said remainder of the 99.57 acre tract, the following six (6) courses:

- 4) **S 88°34'17" W** for a distance of **6.04** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 259+78.47, for the southwesterly corner of the herein described parcel;
- 5) N 01°25'43" W for a distance of 161.32 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 261+39.79, for angle point hereof;
- 6) S 88°34'17" W for a distance of 21.75 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 120.62 feet left of Bagdad Road Baseline Station 261+39.79, for an ell corner hereof;

County:WilliamsonPage 2 of 5Parcel:22, Parts 1 & 2 – JBS Holdings, LPRev: 09-16-22

Highway: Bagdad Rd (CR 279)

7) N 01°25'43" W for a distance of 65.13 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 120.62 feet left of Bagdad Road Baseline Station 262+04.92, for ell corner hereof;

- 8) N 88°29'41" E for a distance of 21.75 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 262+04.95, for ell corner hereof;
- 9) N 01°25'43" W, for a distance of 141.08 feet to the POINT OF BEGINNING, containing 0.087 acres (3,779 square feet) of land, more or less.

PART 2 (0.714 ACRES, 31,120 SQ. FT)

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 102.83 feet left of Bagdad Road Baseline Station 249+25.67 at the intersection of the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) and the existing westerly ROW line of Bagdad Road (C.R. 279) (variable width ROW), (Grid Coordinates determined as N=10,204,072.26 E=3,059,799.04), being the easterly boundary line of said remainder of the 99.57 acre tract, same being the westerly line of that 3.854 acre ROW tract of land described in Possession and Use Agreement for Transportation to Williamson County recorded in Document No. 2018029559 of the Official Public Records of Williamson County, Texas, and POINT OF BEGINNING of the herein described parcel and from which an iron rod with cap stamped "WALKER-5283" found, being in the northerly line of that called 6.829 acre tract described in an Exchange Special Warranty Deed to Williamson County, Texas recorded in Document No. 2014076251 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of said remainder of the 99.57 acre tract bears S 01°25'43" E, at a distance of 92.92 feet to a calculated angle point, S 43°14'37" W, at a distance of 60.77 feet to a calculated angle point, and S 87°55'30" W, at a distance of 86.11 feet;

THENCE, departing said existing ROW line, through the interior of said remainder of the 99.57 acre tract, with said proposed westerly ROW line, the following four (4) courses:

- 1) N 14°25'31" W for a distance of 198.87 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 147.55 feet left of Bagdad Road Baseline Station 251+19.44 for angle point hereof;
- 2) N 01°53'49" W for a distance of 237.54 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 149.50 feet left of Bagdad Road Baseline Station 253+56.98 for angle point hereof;
- 3) N 02°54'06" E for a distance of 409.10 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 118.61 feet left of Bagdad Road Baseline Station 257+64.91 for angle point hereof;
- 4) N 10°59'32" E for a distance of 119.85 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 92.83 feet left of Bagdad Road Baseline Station 258+81.95 in said existing ROW line of C.R. 279, same being the easterly boundary line of said remainder of the 99.57 acre tract, for the most northerly corner of the herein described parcel;

THENCE, departing said proposed ROW line, with the easterly boundary line of said remainder of the 99.57 acre tract, same being the existing westerly ROW line and the westerly line of said 3.854 acre ROW tract, the following three (3) courses:

5) S 01°25'43" E for a distance of 185.74 feet to a calculated angle point of the herein described parcel;

County: Williamson

Parcel:

22, Parts 1 & 2 - JBS Holdings, LP

Highway: Bagdad Rd (CR 279)

Page 3 of 5 Rev: 09-16-22

6) S 01°26'02" W for a distance of 200.25 feet to a calculated angle point of the herein described parcel;

7) S 01°25'43" E for a distance of 570.54 feet to the POINT OF BEGINNING, containing 0.714 acres (31,120 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

0000

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 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.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

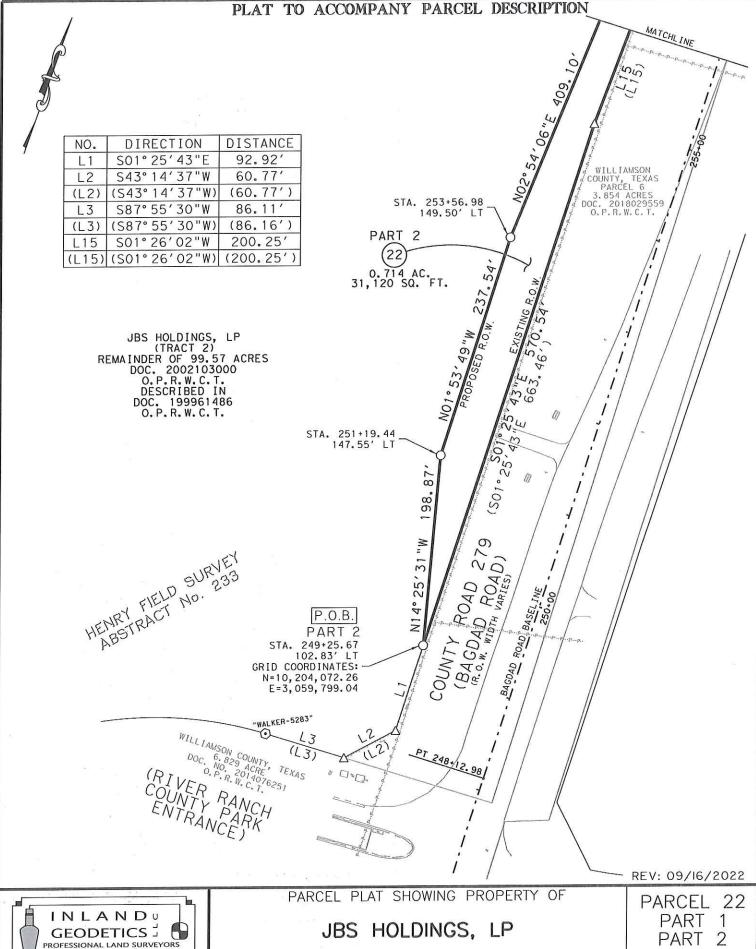
Inland Geodetics, LLC

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

TEPHEN TRUESD

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 22-JBS HOLDINGS\PARCEL 22-JBS-HOLDINGS-PT1-2-COMBINED doc



PROJECT

BAGDAD ROAD.

0.801 ACRES

34,899 Sq. Ft.

PAGE 4 OF 5

COUNTY

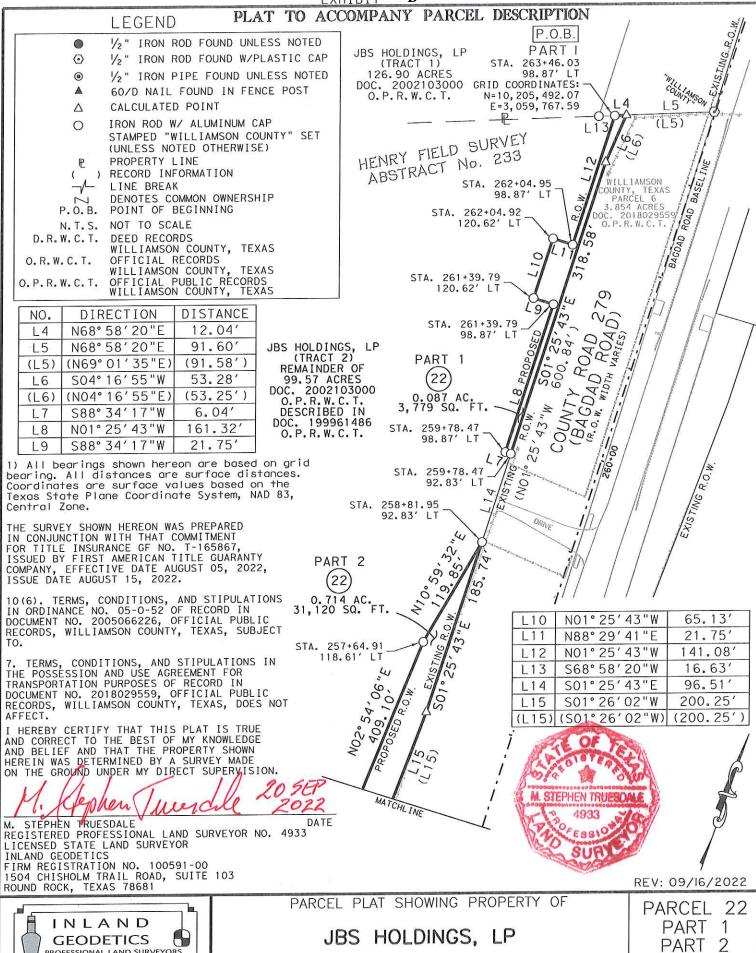
WILLIAMSON

SCALE

= 100'

1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251

FIRM REGISTRATION NO. 100591-00



PROJECT

BAGDAD ROAD

0.801 ACRES

34,899 Sq. Ft.

PAGE 5 OF 5

COUNTY

WILLIAMSON

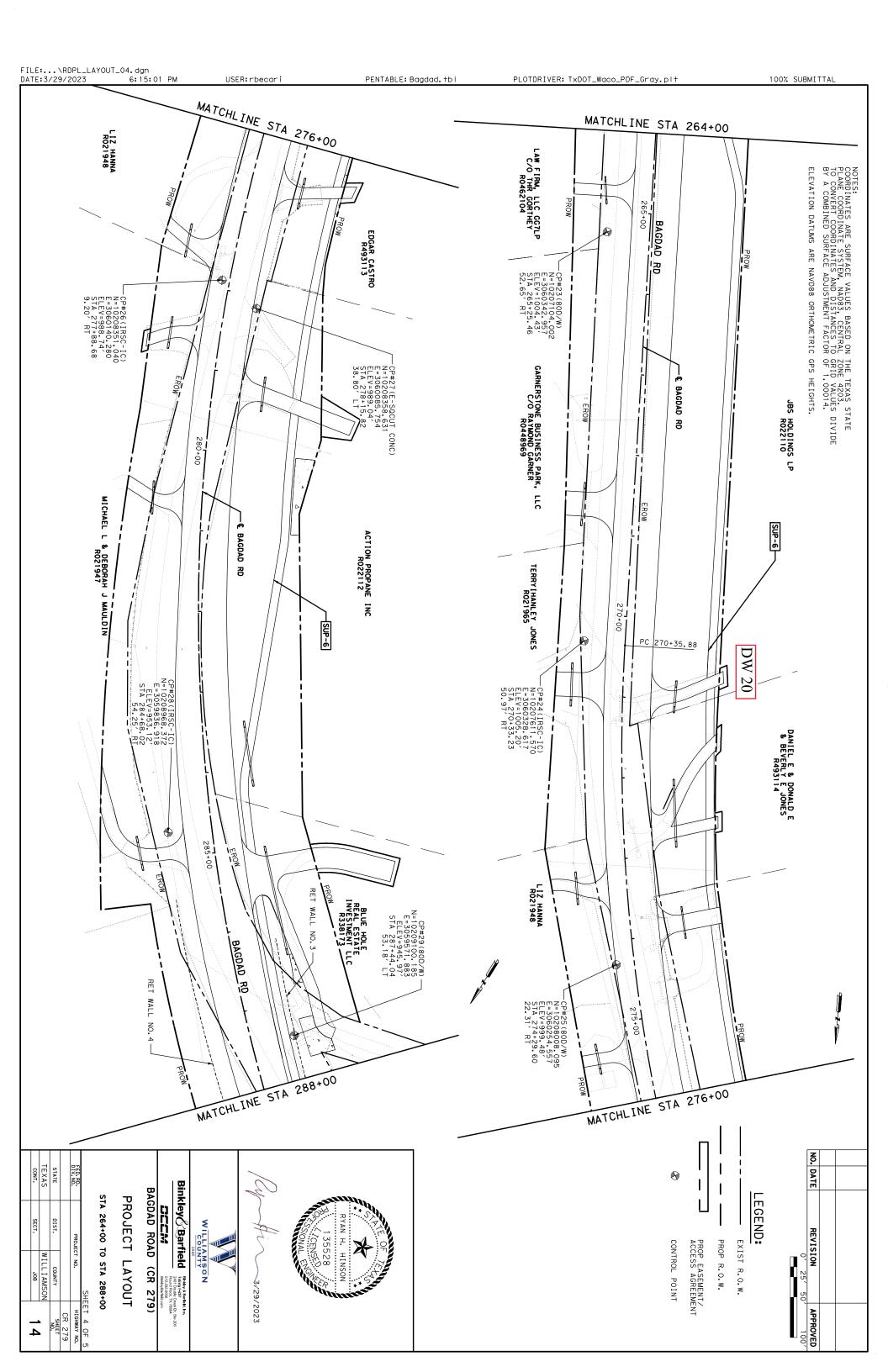
SCALE

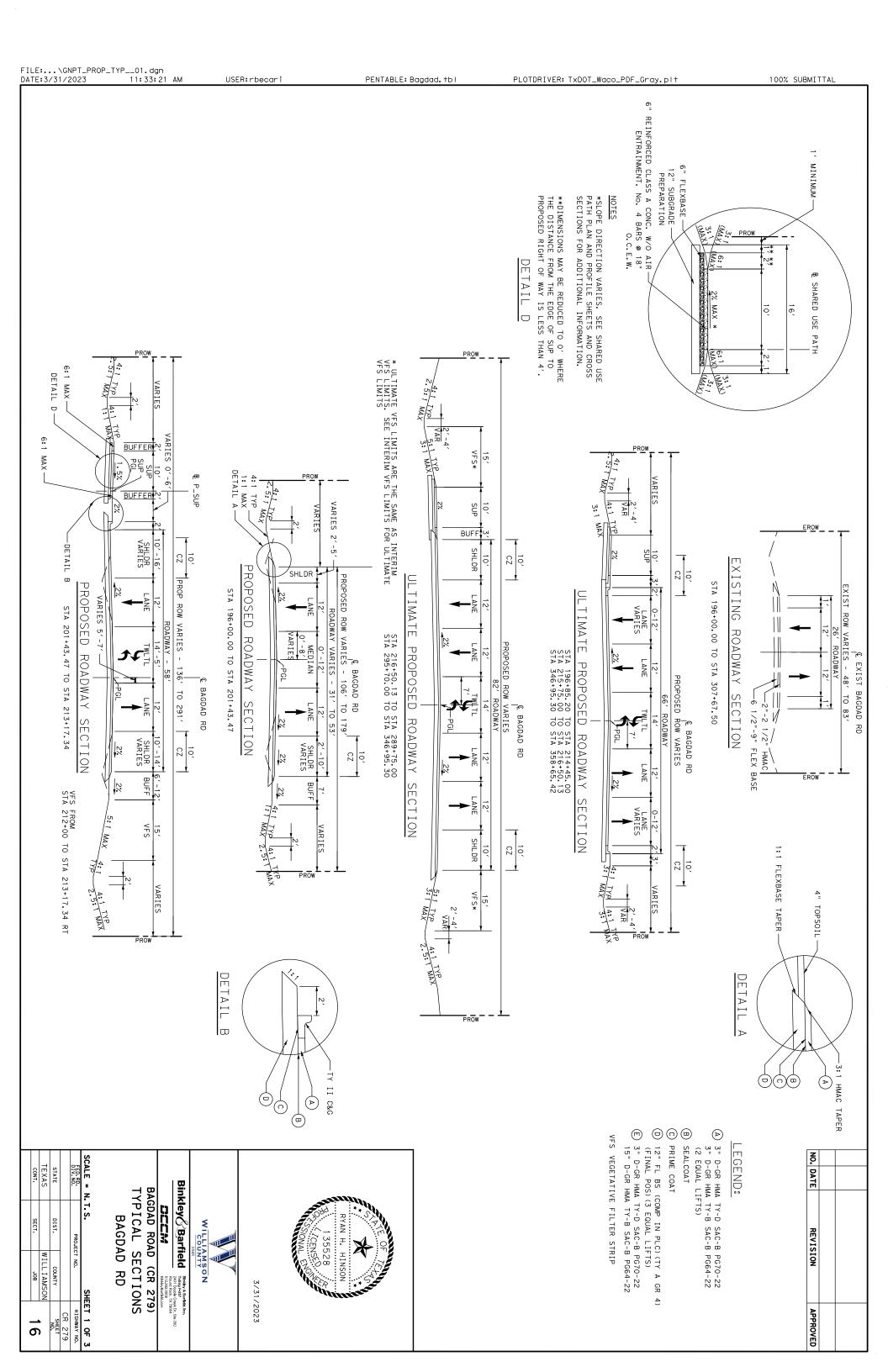
1" = 100'

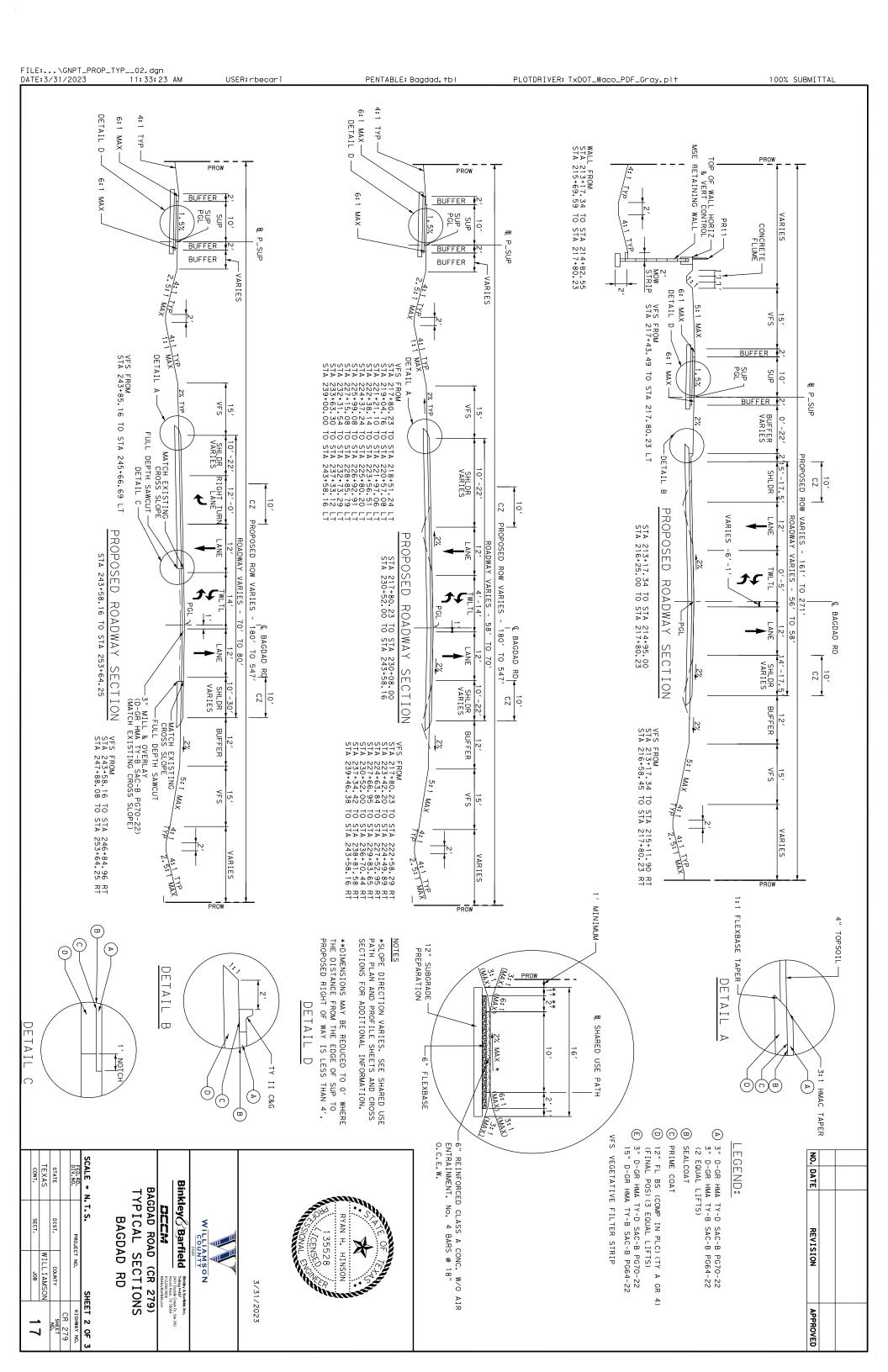
PROFESSIONAL LAND SURVEYORS

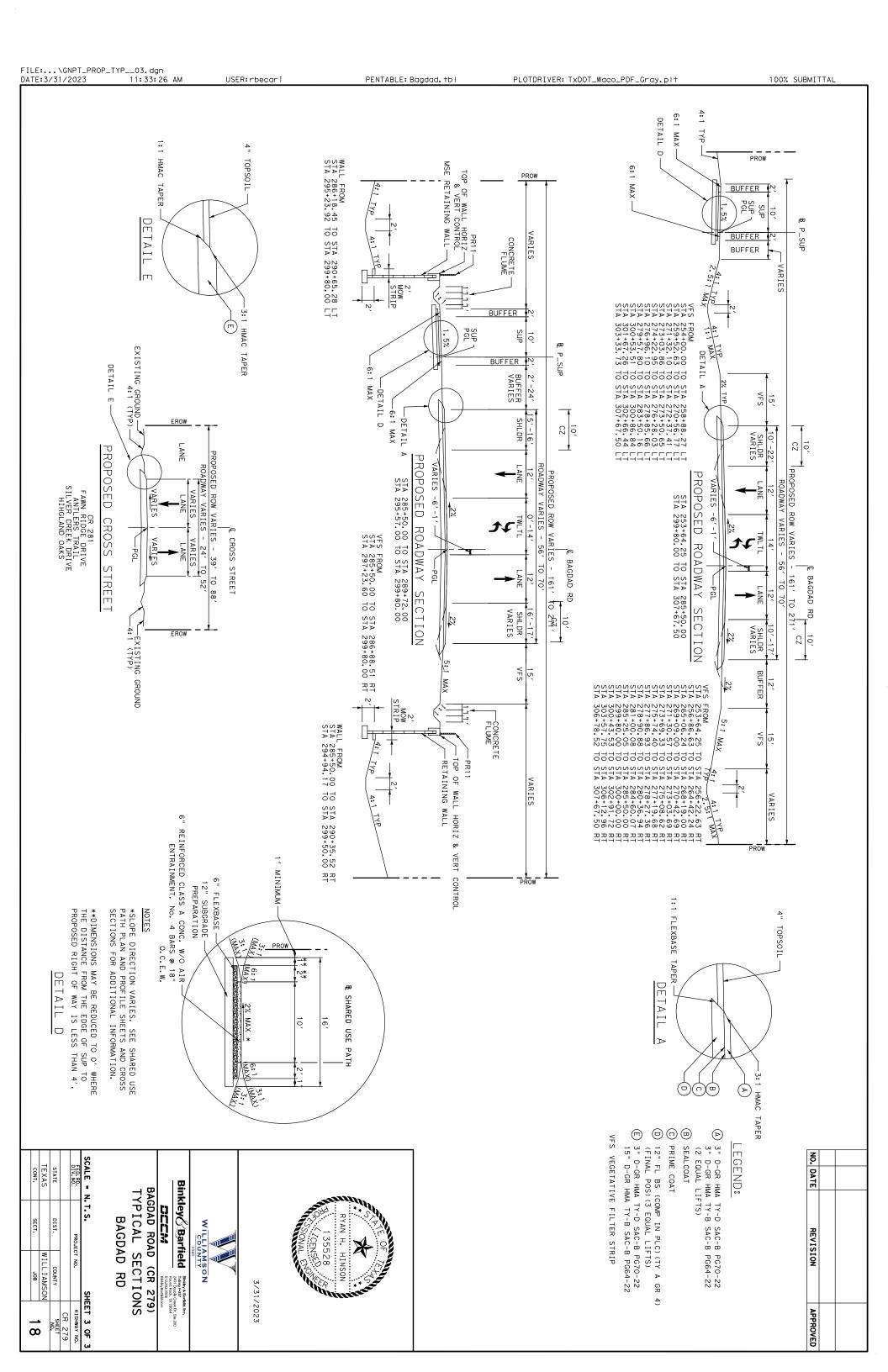
1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251

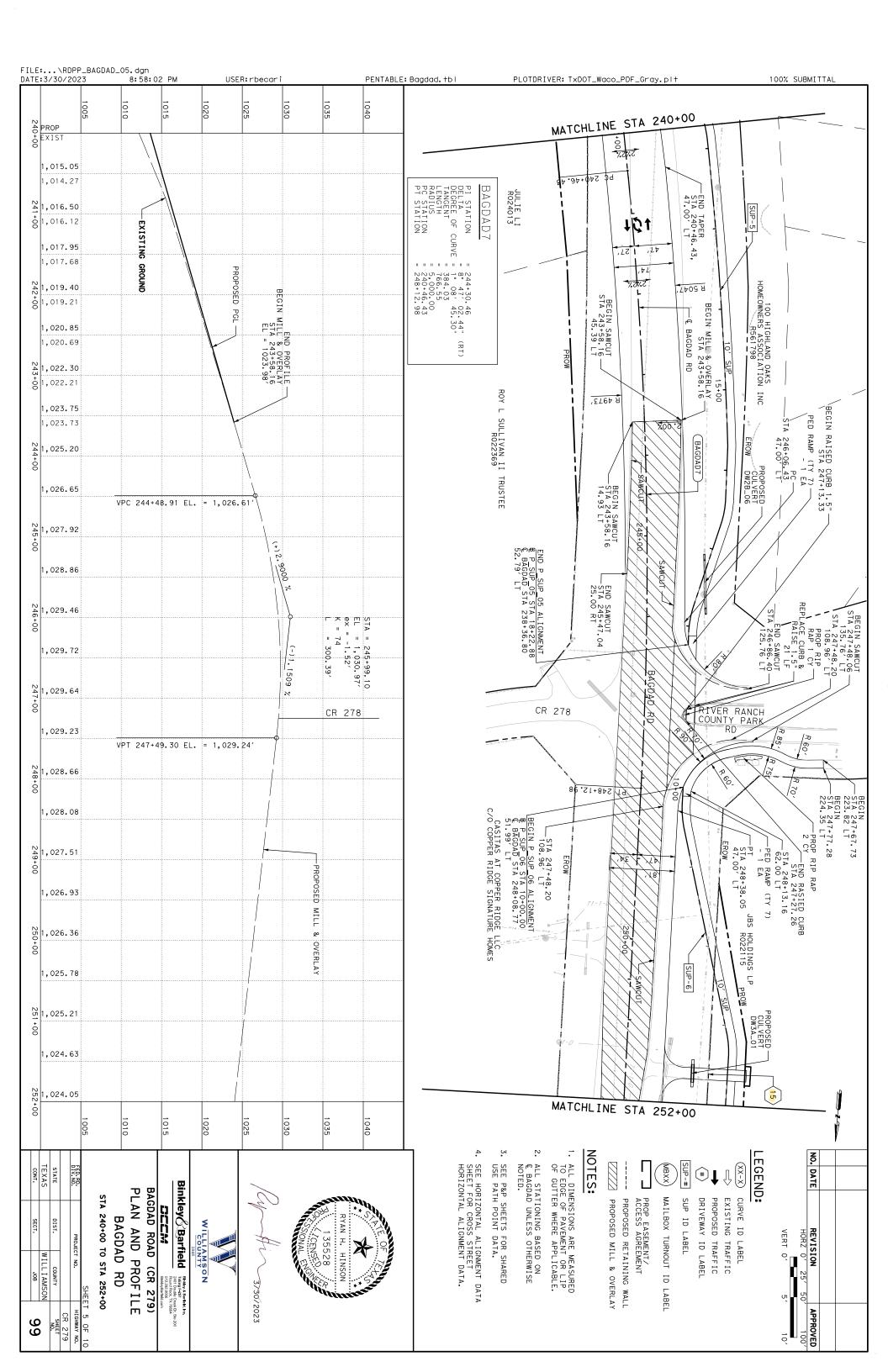
FIRM REGISTRATION NO. 100591-00 ■

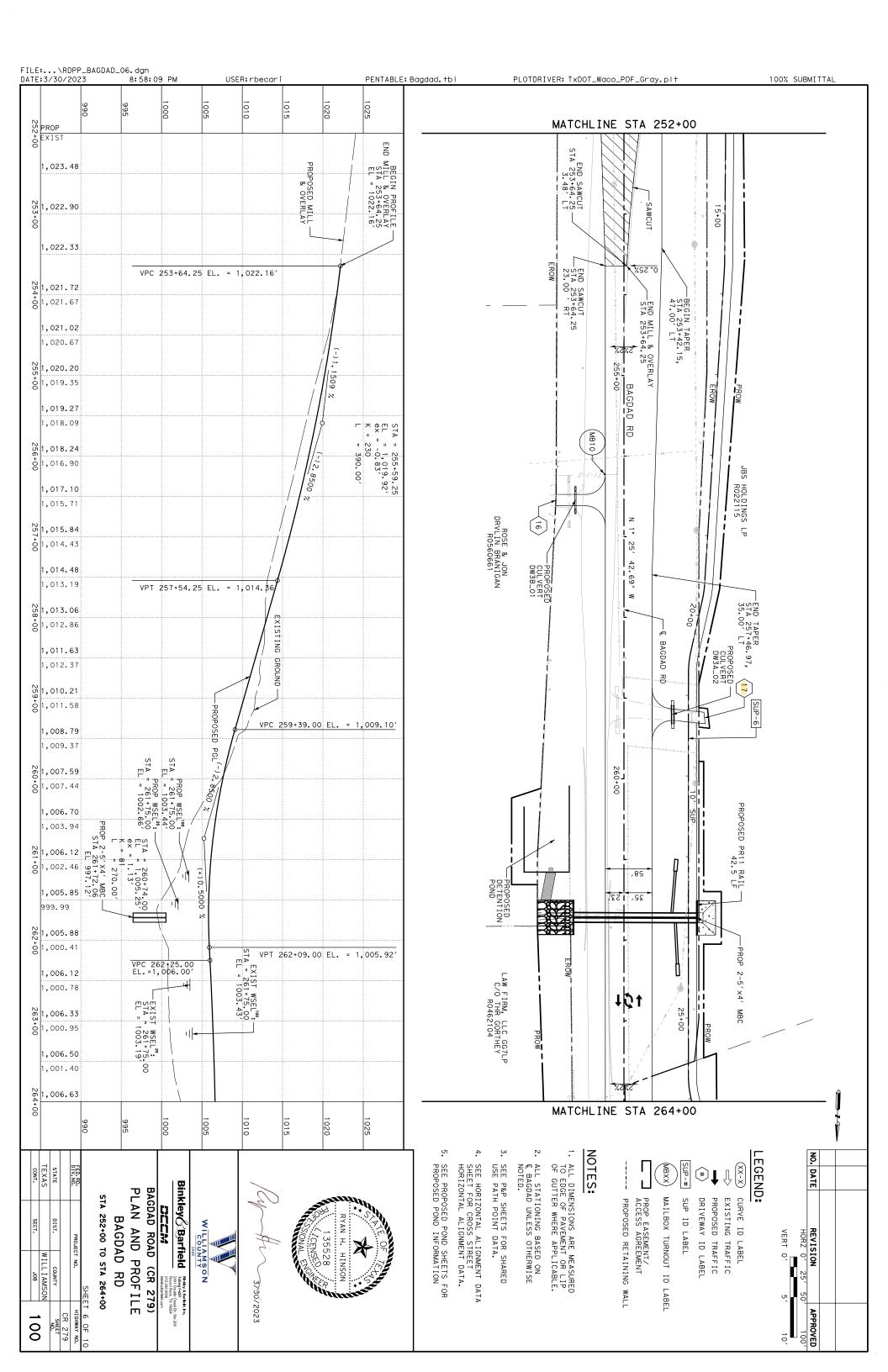


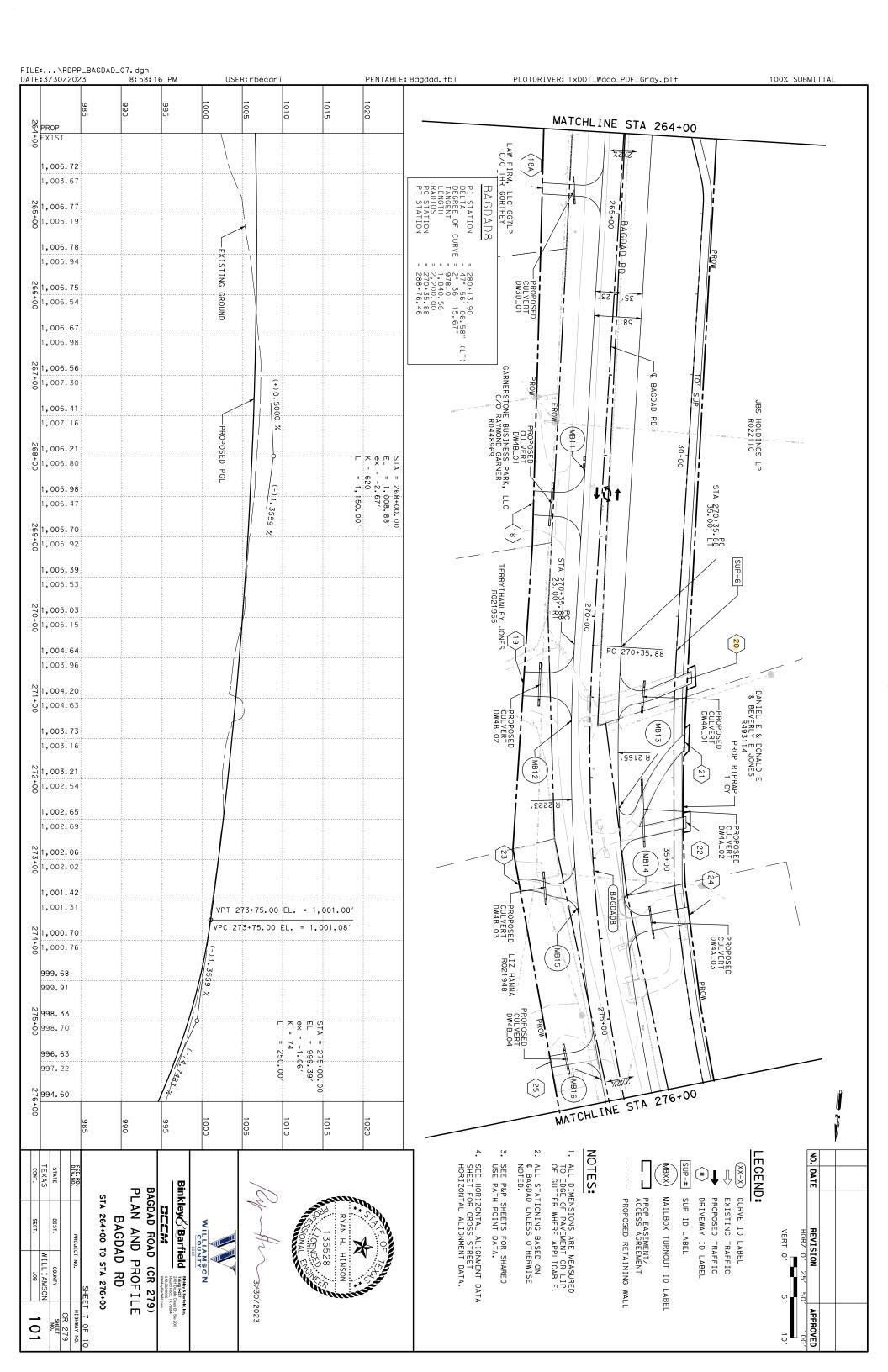




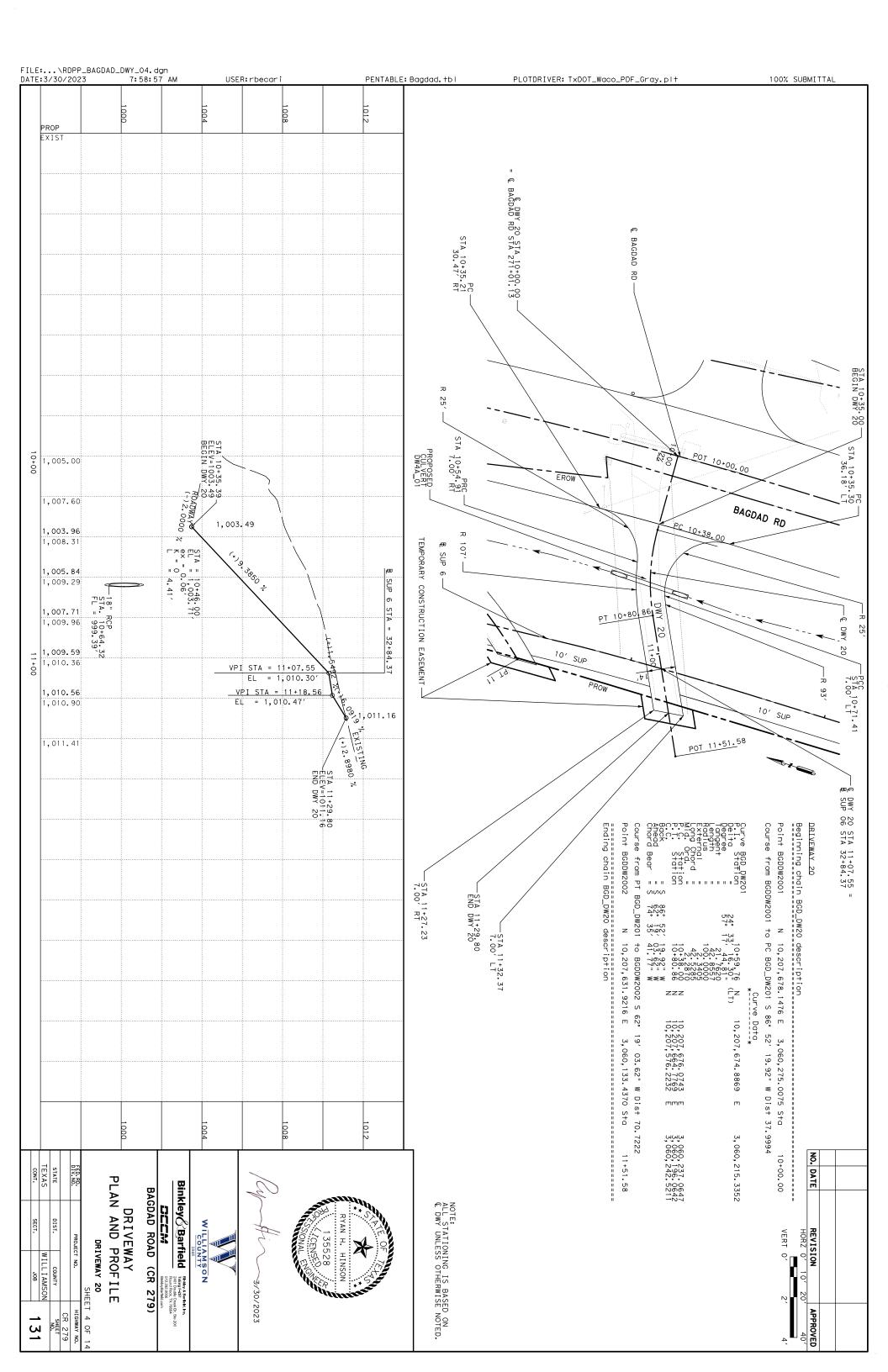


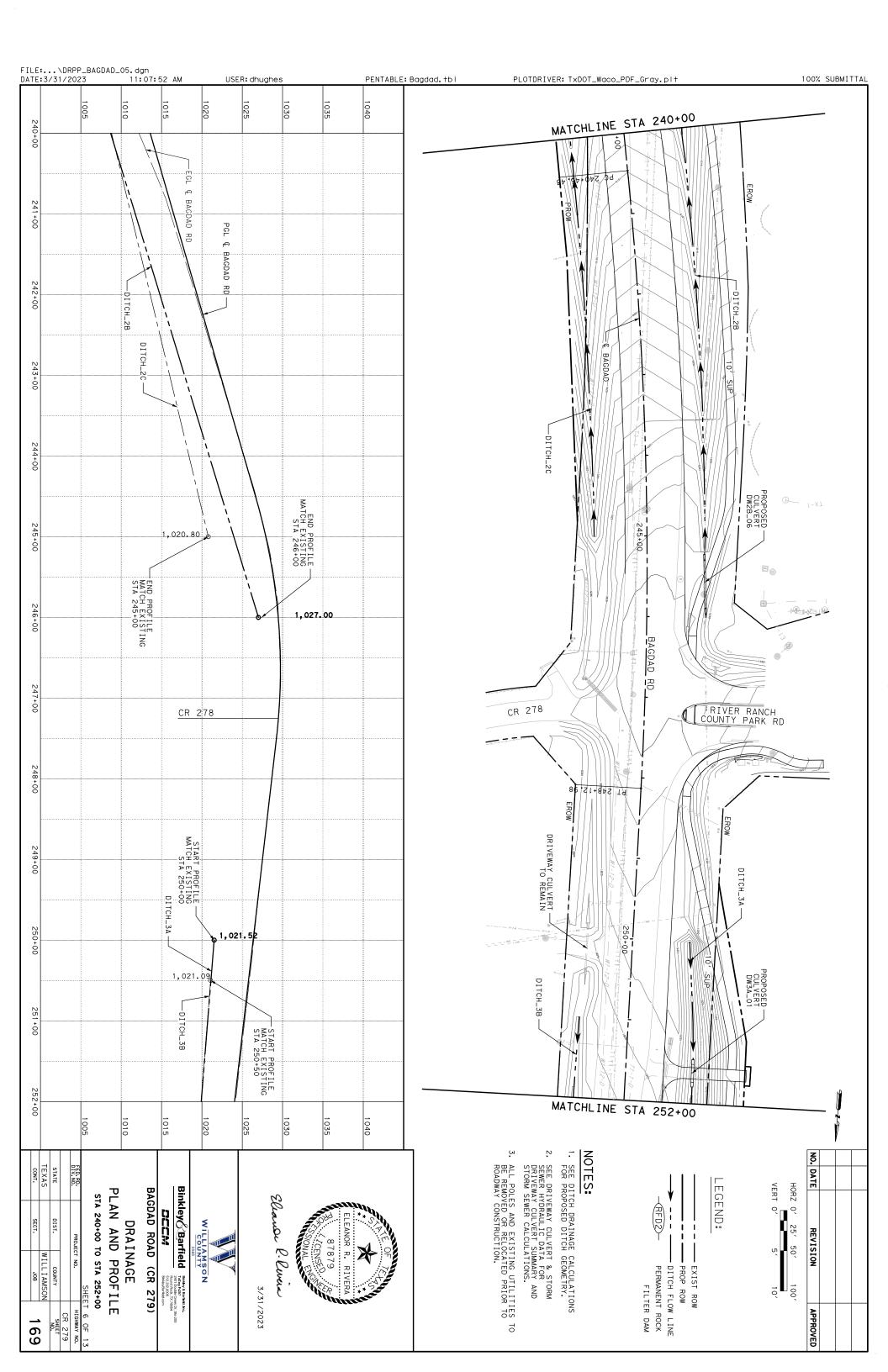


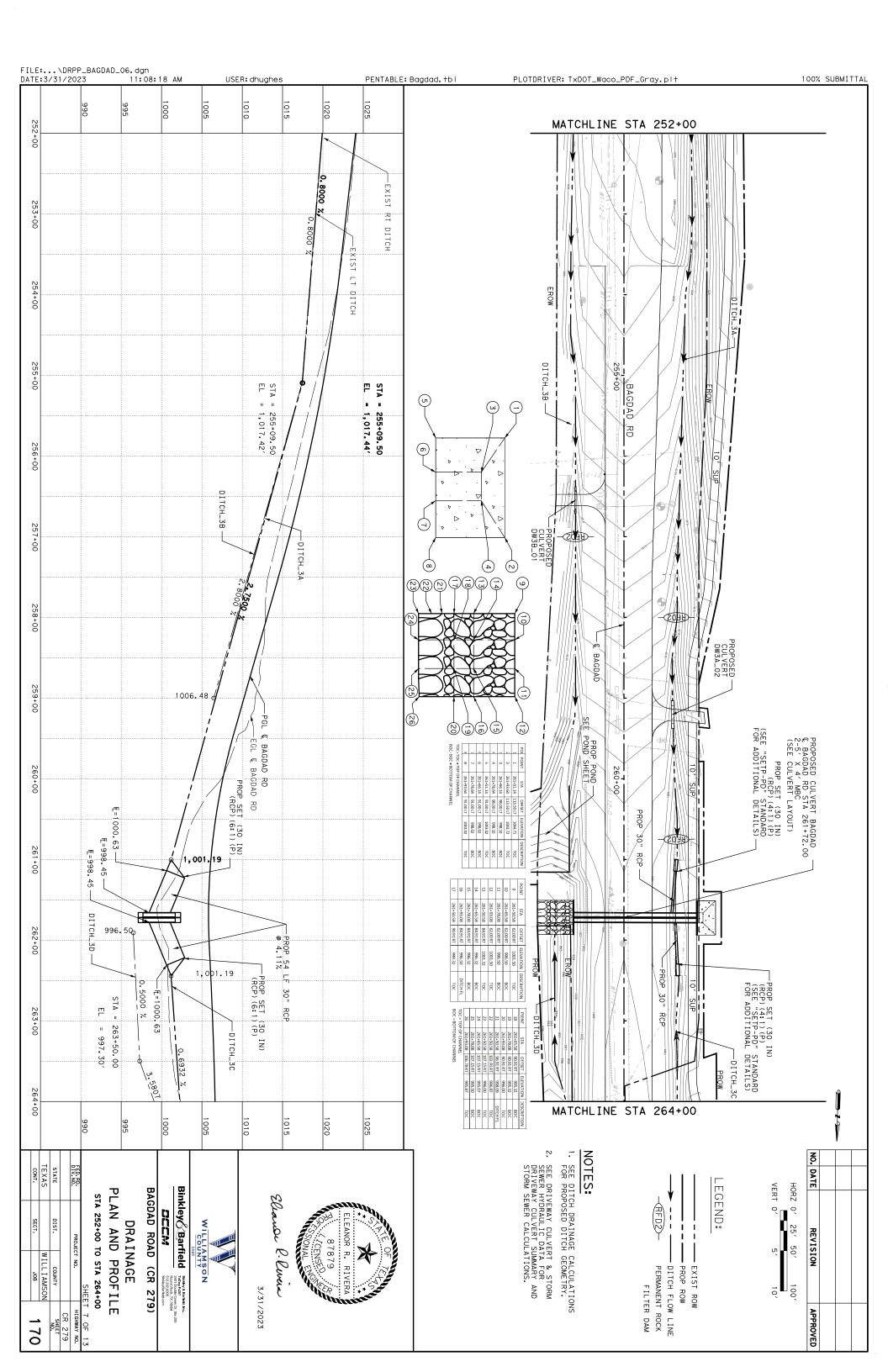


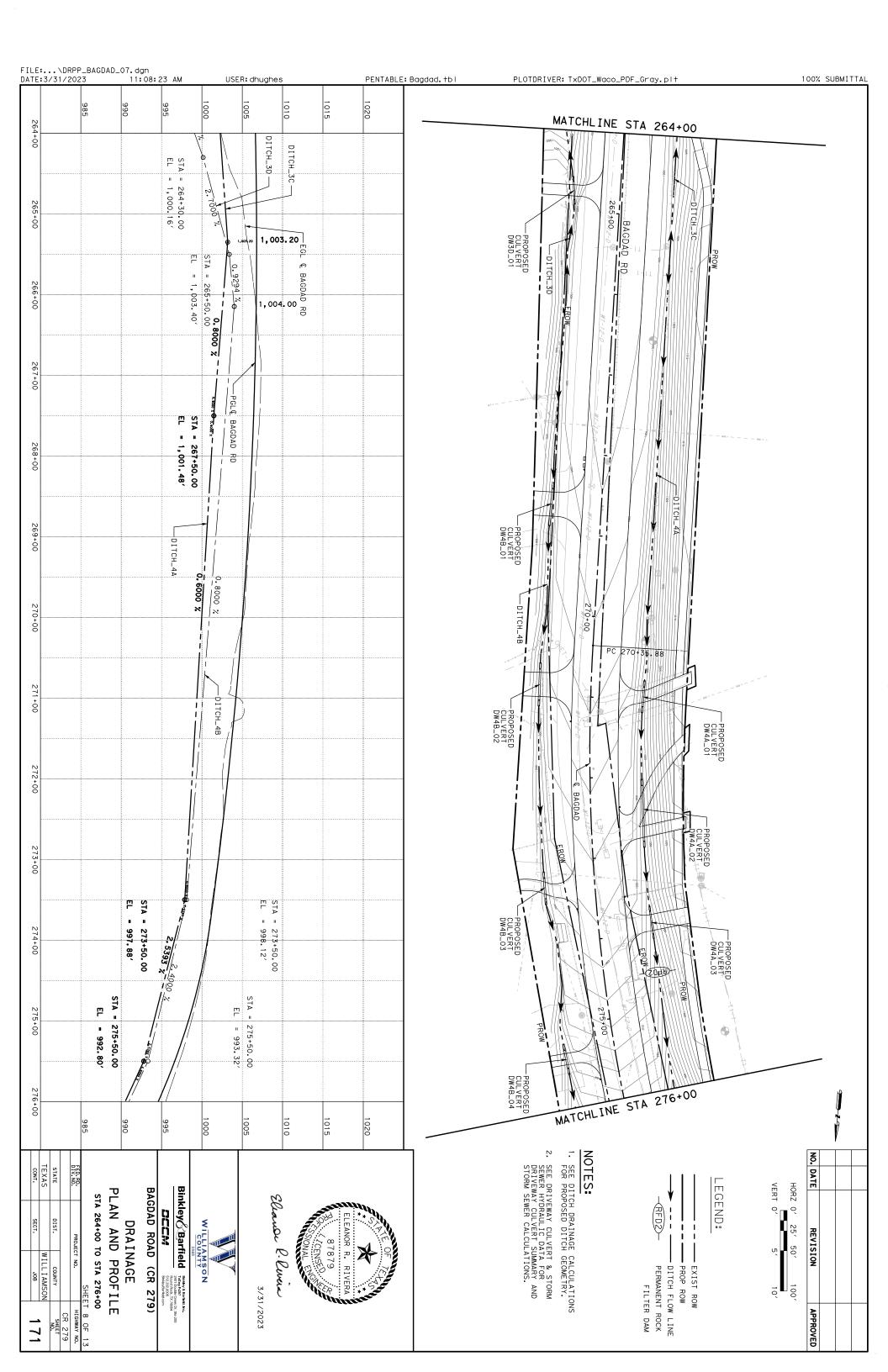












 ${\tt FILE:...} \\ {\tt PMLY_SIGN_PVMRK_03.dgn}$ DATE:3/30/2023 9:17:09 PM USER:rbecari PENTABLE: Bagdad. +b1 PLOTDRIVER: TxDOT_Waco_PDF_Gray.pl+ 100% SUBMITTAL MATCHLINE STA 240+00 MATCHLINE STA 252+00 STA 252+06.17 REPLACE EXISTING \bigcirc **9** (a) STA BEGIN(B) 240+46.45 20′ END(J) 244+06.39_ 13.00' LT 1.00' RT (m) C-C BAGDAD F (7) (H) X2 @ 20′ (\pm)) E) K) 40, SIGN C-C (m) C-C BEGIN (C) (G) -END (M) STA 242+61.00 25.00' LT STA END(C)(G)
BEGIN (M)
STA 253+42. -END J H B STA 241+16.34 13.00' LT 1.00' RT -STA 253+88.29 BEGIN ((B) 4 253+88.29 00'LT ×(00) X E BEGIN (C) (G) -STA 245+06. 20° (\mathbf{Z}) C-C P $(\overline{})$ 0 20′) (±) ◍ $^{\circ}$ \bigcirc (m)BAGDAD 9 (I) 20, 50 RD EXISTING END (M)
-STA 257+46.91
25.00'LT \bigcirc STOP STA 246+55.70 [co Rd 279] D3-16 0 END © © -STA 246+06. REMAIN R3-9b \triangleright R1 -1 END (B) (H) X2 STA 246+06. 43 13.00' LT END (A) -STA 246+55.80 RIVER RANCH COUNTY PARK RD 260+18.52 CR 278 0 R3-9dP BEGIN (A) -STA 247+77.69 13.00' RT 86.S1+84S Tq -9b STA 260+18. 2 -BEGIN (A)
STA 248+38.29
37.00' LT EROW BEGIN B X2 BEGIN B X2 BEGIN B X2 STA 248+38.2 (7) (\pm) 20(±)× $\overset{\times}{\sim}$ 9 BEGIN (C) (G) / STA 248+38.29 / 25.00' LT END (B)
STA 260+18, 29
13.00'LT
1.00'RT 40′ 29, (± 20′ (B) C-C EROW PROW (a) MATCHLINE STA 252+00 MATCHLINE STA 264+00 A RE PM W/RET REQ TY I (W) 4" (SLD)

B RE PM W/RET REQ TY I (Y) 4" (SLD)

C REFL PAV MRK TY I (W) 8" (SLD)

D REFL PAV MRK TY I (W) 24" (SLD)

E REFL PAV MRK TY I (W) (WORD)

F REFL PAV MRK TY I (W) (ARROW)

G RAISED PAV MRKR (REFL) TY II-C-C

H RAISED PAV MRK TY I (Y) 24" (SLD)

J REFL PAV MRK TY I (Y) 24" (SLD)

J REFL PAV MRK TY I (Y) 24" (BRK)

K DEL ASSM (D-SW) SZ1 (BRF) GF1 (BI)

L DEL ASSM (D-SW) SZ1 (BRF) CTB (BI)

M REFL PAV MRK TY I (W) 8" (DOT)

AA) ELIM EXT PAV MRK & MRKS

* PROPOSED SMALL SIGN REMOVING ALL CONFLICTING SIGNS
AND PAVEMENT MARKINGS NOT SHOWN
WITHIN THE PROJECT LIMITS.
2. SIGN LOCATIONS ARE APPROXIMATE.
FINAL LOCATION OF ALL PROPOSED
SIGNS MAY BE ADJUSTED IN THE FIELD
AS DIRECTED BY THE ENGINEER.
3. UNLESS OTHERWISE NOTED, EXISTING
SIGNS TO REMAIN IN PLACE.
4. DELINEATORS WILL NOT BE PAID FOR
DIRECTLY BUT WILL BE CONSIDERED
SUBSIDIARY TO THE BRIDGE RAIL AND MBGF. NOTES: THE PROPOSED DELINEATOR LEGEND: NO. DATE TEXAS DIV. NO. STATE Binkley Barfield Buttley & Bardesk Inc.
2010 Date Crest Dr. Star Dr. Star Crest Dr. Star D PAVEMENT MARKINGS BAGDAD ROAD (CR 279) STA 240+00 TO STA 264+00 SIGNING AND WILLIAMSON REVISION WILLIAMSON 25′ 3/30/2023 APPROVED 220

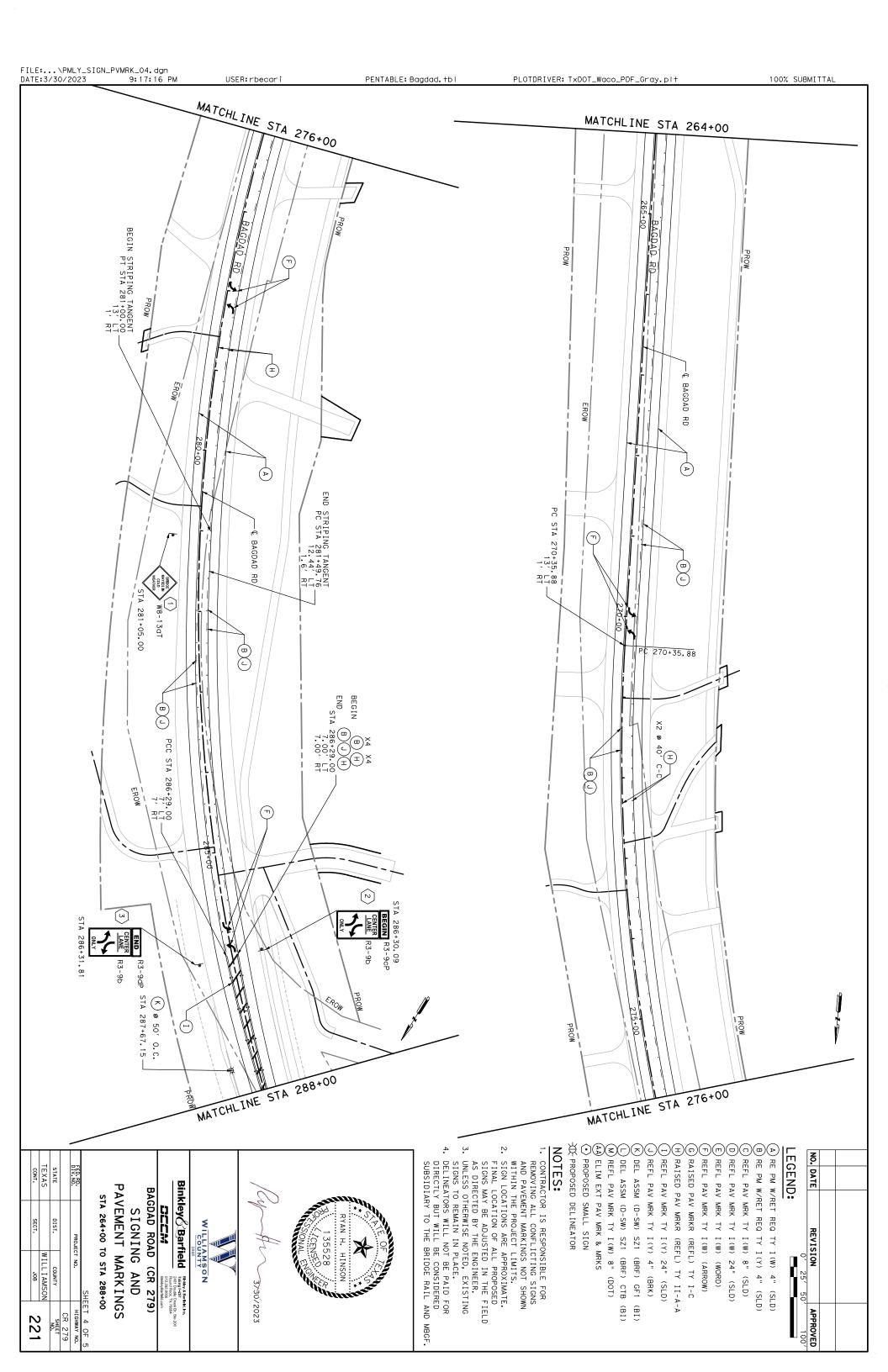


EXHIBIT D

DEED

County Road 279 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 **JBS HOLDINGS**, **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 1.918-acre (83,526 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 20**);

All of that certain 0.801-acre (34,899 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 22**);

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 located on or adjacent to the Property.

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 by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

The following restrictive covenants (the "Covenants") are hereby imposed upon the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor, and its successors and assigns:

(1) The Property may be used, improved and maintained solely for any legally authorized public use under Texas law, including specifically construction and maintenance of County Road 279 right of way, sidewalk/shared use path, and related drainage improvements and public utilities therein (the "CR 279 Improvements"). In the event that Grantee abandons use of the Property for public roadway purposes after construction of the CR 279 Improvements, Grantee shall not thereafter convey title to the Property to any party without first granting Grantor the option to repurchase it pursuant to the requirements of Texas Local Government Code, Section 272.001 or Section 263.002, Texas Transportation Code, Section 251.058(b) or their successors, or other applicable Texas law regarding the disposal of real property by Grantee.

(3) The CR 279 Improvements must include appropriate facilities for the collection
of all drainage and/or stormwater runoff from the Property and the related County Road 279
right of way as required by any applicable Williamson County Design Criteria. No additiona
stormwater runoff or drainage may be diverted onto Grantor's remainder property from the CF
279 Improvements without an express easement for such drainage granted by Grantor, and any
such easement will be at Grantee's sole cost.

IN WITNESS WHEREOF, this instrument is executed on this the	_ day of _	
202		

[signature page follows]

GRANTOR:			
JBS HOLDINGS, LP			
By: JBSH Management, LLC, its ge	neral partner		
By:			
Name: Title:			
	<u>ACKNOWLEDGMENT</u>		
CTATE OF TEVAC			
STATE OF TEXAS COUNTY OF	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
This instrument was acknown 202 byrecited therein.	owledged before me on this the day of,		
	Notary Public, State of Texas		
PREPARED IN THE OFFICE			
	Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664		
GRANTEE'S MAILING ADDRE			
	Williamson County, Texas Attn: County Auditor		
	710 Main Street, Suite 101		
	Georgetown, Texas 78626		

AFTER RECORDING RETURN TO: