

## **REAL ESTATE CONTRACT**

### **Hero Way Right of Way**

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LCRA TRANSMISSION SERVICES CORPORATION** (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**

Subject to the terms, provisions, and conditions set forth in this Contract, Seller sells and agrees to convey in fee, and Purchaser purchases and agrees to pay for, that certain tract of land described as follows:

Being an 8.396-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described in Exhibit A attached hereto and incorporated herein;

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 and any improvements and fixtures situated on and attached to the Property described herein, but not including oil, gas, or other minerals, all of which oil, gas and minerals Seller reserves for itself, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. All property, rights, and appurtenances sold by this Contract are collectively referred to herein as the "Property". The Property is being sold AS-IS and with all faults, and Seller makes no warranty, express or implied, as to the condition of the Property or the suitability of the Property for any particular use.

## **ARTICLE II PURCHASE PRICE**

### **Purchase Price**

2.01. The Purchase Price for the Property shall be the sum of TWO MILLION SIX HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED NINETY-THREE and 00/100 Dollars (\$2,661,593.00).

### **Payment of Purchase Price**

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

## **ARTICLE III PURCHASER'S OBLIGATIONS**

### Conditions to Purchaser's Obligations

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

### Miscellaneous Conditions

3.02. Driveway Reconstruction. As an obligation that shall survive the closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to the expansion of Ranch Road 2243 (the "Project") upon the Property, Purchaser shall cause a replacement driveway to be built between the edge of proposed roadway improvements and the remaining property of Seller. The driveway shall be constructed in the location and according to the specifications as shown in Exhibit B attached hereto and incorporated herein. By execution of this Agreement, Seller shall allow Purchaser, its agents, and contractors to temporarily access the immediately adjacent property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

3.03 Acknowledgment of Access. Purchaser acknowledges the existence and validity of that certain Access Easement dated October 4, 2022, by and between Seller and ZamZam Kam, LLC, recorded as Document Number 2022118387 in the Official Public Records of Williamson County, Texas (as may be amended, the "Easement"). As obligations to survive the closing of the transaction contemplated by this Contract, (i) Purchaser shall cooperate in good faith with Seller and take any additional actions to revise the Easement as deemed necessary by Seller in connection with the Project, and (ii) at closing Seller shall deliver a duly executed and acknowledged partial release in a form agreeable to the parties and suitable for recording in the real property records for locations of the Easement impacting the Property described in Exhibit A and sold to Purchaser. As a condition surviving closing of this Contract, Seller shall have uninterrupted access to and from the existing right-of-way and to and from Seller's adjacent property at all times during construction of the Project, unless otherwise mutually agreed in advance of any anticipated access interruption.

3.04. 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.

### Indemnification

3.05 To the extent allowed by law, **Purchaser agrees to indemnify, defend, discharge, release, reimburse, and hold harmless Seller, its officers, directors, agents, and employees from and against any and all claims, demands, losses, damages, liabilities,**

causes of action, judgment, penalties, costs and expenses (including attorneys' fees and court costs) of any and every kind of character, known or unknown, fixed or contingent, imposed on, asserted against or incurred by Seller at any time and from time to time by reason of, in connection with, or arising out of any environmental condition of the Property, including, without limitation, the presence on the Property or release from the Property of hazardous substances, hazardous materials, solid wastes, crude oil, natural gas, or petroleum hydrocarbons in any state, or any other substances regulated under Environmental Laws, as defined herein, regardless of whether the presence or release of such material occurred prior to or after the Effective Date. To the extent allowed by law, Purchaser agrees that its obligations under this section shall survive the closing.

3.06 As used herein, "Environmental Laws" shall mean all applicable federal or state statutes, regulations, orders, or common law, pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act, as each of said laws may be amended from time to time.

## **ARTICLE IV CLOSING**

### Closing Date

4.01. The closing shall be held at the office of Texas National Title Inc. on or before July 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

4.02. At the closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed in substantially the form attached hereto as Exhibit C.
- (2) Deliver evidence of Seller's capacity and authority for the closing, if required by Purchaser, or its title company (the "Title Company").
- (3) Deliver to Purchaser possession of the Property if not previously done.

(4) Deliver all signed releases, affidavits, and other necessary documents reasonably required by Purchaser to close this transaction or by the Title Company to issue an Owner's Policy of Title Insurance on the Property, provided however that at the request and sole cost of Purchaser:

- (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 to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

#### Purchaser's Obligations at Closing

5.03. At the closing, Purchaser shall:

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

#### 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, collected by the Title Company and submitted to the Williamson County Tax office according to the provisions of Texas Tax Code Section 26.11. 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 or any additional assessment, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**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's sole remedy shall be to terminate the Contract.

**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's sole remedy shall be to terminate the Contract, provided, however, Purchaser's obligations in Section 3.03 shall survive any termination of this Contract.

**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.

Assignment; Parties Bound

8.03. This Contract may not be assigned by Purchaser without Seller's written consent. 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.

#### Attorney's Fees

8.08. Either party to this Contract who is the prevailing party in any legal proceeding against the other party brought under or with relation to this Contract shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

#### 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.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the dates set forth below.

**SELLER:**

**LCRA TRANSMISSION SERVICES CORPORATION**

By: Mark Small



Its: Authorized Agent

Date: 6/5/2024

**PURCHASER:**

**WILLIAMSON COUNTY, TEXAS**

By: Bill Gravell, Jr.  
Bill Gravell, Jr.  
County Judge

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

Date: Jun 11, 2024



## Exhibit A

Page 1 of 6

### EXHIBIT \_\_\_\_

County: Williamson  
Parcel: 200  
Highway: FM 2243

#### METES & BOUNDS DESCRIPTION FOR PARCEL 200

METES & BOUNDS DESCRIPTION FOR A 8.396 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 20.92 ACRE TRACT OF LAND AS CONVEYED TO LCRA TRANSMISSION SERVICES CORPORATION BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2016061302 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 8.396 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 3/8-inch iron pipe (NAD-83, Central Zone Grid Coordinates: N: 10,188,859.31, E: 3,092,986.90) (Latitude: N 30°35'38.67", Longitude: W 97°48'06.57") found on the northwest right-of-way line of FM 2243 (80 feet wide right-of-way) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, at the most easterly corner of the above described LCRA Tract and at the south corner of a called 6.00 acre tract of land described as Tract 1 as conveyed to J&M, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2018103155 of the Official Public Records of Williamson County, Texas, for the most easterly corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete monument found on the northwest right-of-way line of said FM 2243, bears N 34°06'25" E a distance of 147.13 feet;

THENCE, with the northwest right-of-way line of said FM 2243 and the southeast line of said LCRA Tract, S 34°06'25" W a distance of 153.48 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,732.25, E: 3,092,900.85) set for the southeast corner of the herein described tract, 264.00 feet right of FM 2243 baseline station 219+81.46, from which a 1/2-inch iron rod found at the most southerly corner of said LCRA Tract and at the most easterly corner of a called 95.096 acre tract of land as conveyed to Roy Kuchera and wife, Alice Kuchera by General Warranty Deed recorded in Volume 2640, Page 64 of the Official Records of Williamson County, Texas, bears S 34°06'25" W a distance of 282.91 feet;

THENCE, departing the northwest right-of-way line of said FM 2243, over and across said LCRA Tract, N 82°24'00" W a distance of 108.04 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 264.00 feet right of FM 2243 baseline station 218+73.42;

THENCE, continuing over and across said LCRA Tract, N 77°49'34" W a distance of 150.48 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 252.00 feet right of FM 2243 baseline station 217+23.42;

THENCE, continuing over and across said LCRA Tract, N 82°24'00" W a distance of 254.55 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the southwest line of said LCRA Tract and the northeast line of said Kuchera Tract, for the southwest corner of the herein described tract, 252.00 feet right of FM 2243 baseline station 214+68.87;

THENCE, with the southwest line of said LCRA Tract and northeast line of said Kuchera Tract, N 47°56'04" W a distance of 850.01 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right and the northwest corner of the herein described tract, 241.43 feet left of FM 2243 baseline station 207+81.68, from which a 1/2-inch iron rod found on the northeast line of said Kuchera Tract, at the most westerly corner of said LCRA Tract, bears N 47°56'04" W a distance of 350.48 feet;

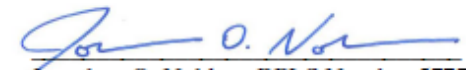
THENCE, departing the northeast line of said Kuchera Tract, over and across said LCRA Tract, along said curve to the right, an arc distance of 611.83 feet, having a radius of 8,147.00 feet, a central angle of 04°18'10" and a chord which bears S 84°33'06" E a distance of 611.69 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 252.00 feet left of FM 2243 baseline station 213+79.33;

THENCE, continuing over and across said LCRA Tract, S 82°24'01" E a distance of 113.85 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on a northeast line of said LCRA Tract and the southwest line of said J&M Tract, for the northeast corner of the herein described tract, 252.00 feet left of FM 2243 baseline station 214+93.18, from which a 3/8-inch iron pipe found at an interior corner of said LCRA Tract, and at the most westerly corner of said J&M Tract, bears N 48°10'53" W a distance of 54.84 feet;

THENCE, with a northeast line of said LCRA Tract and southwest line of said J&M Tract, S 48°10'53" E a distance of 673.33 feet to the **POINT OF BEGINNING** and containing 8.396 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777  
BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



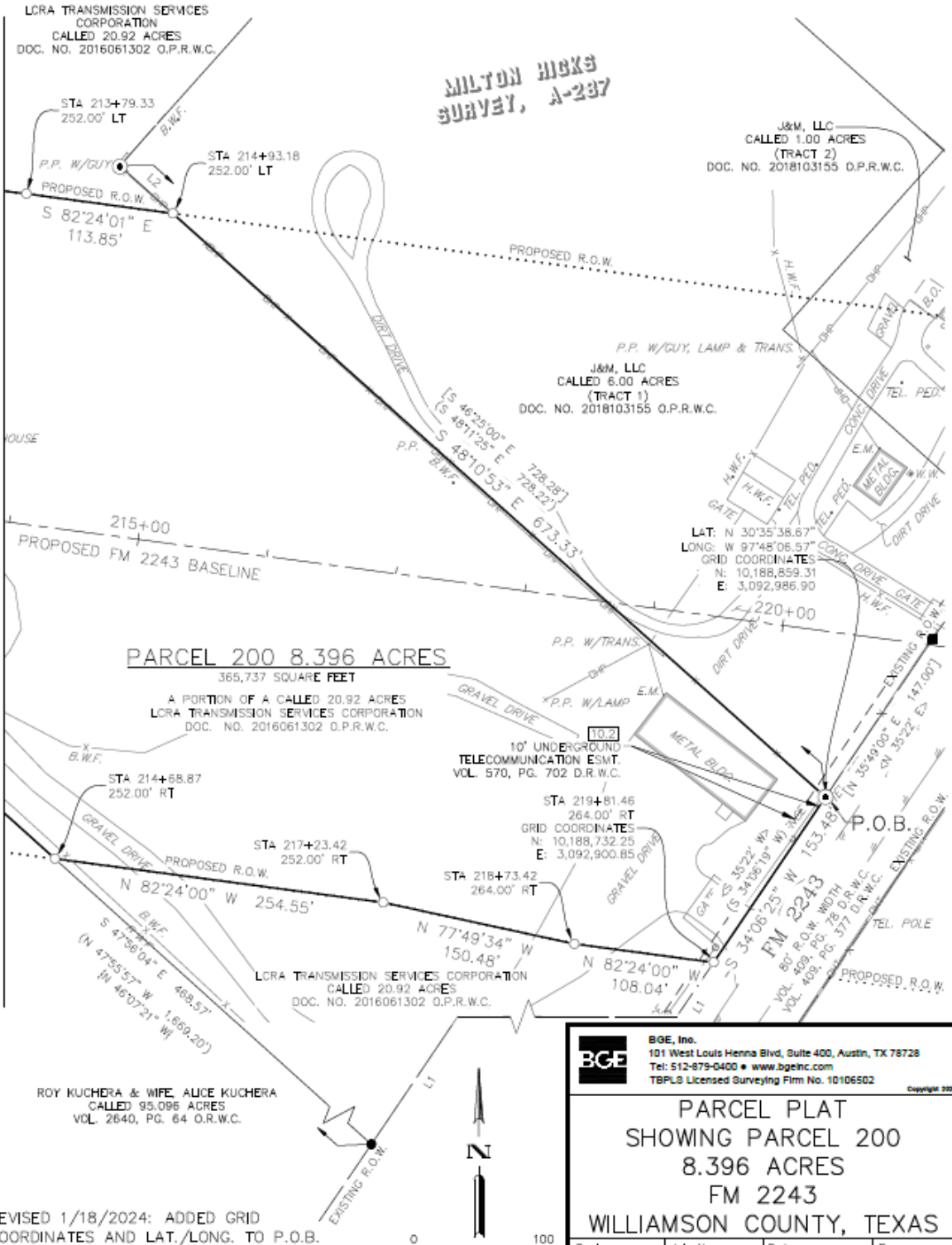
1/18/2024

Date

Client: Williamson County  
Date: August 5, 2022  
Revised: January 18, 2024  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCHLINE PAGE 4 OF 5



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

**PARCEL PLAT**  
**SHOWING PARCEL 200**  
**8.396 ACRES**  
**FM 2243**  
**WILLIAMSON COUNTY, TEXAS**

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	3 of 6

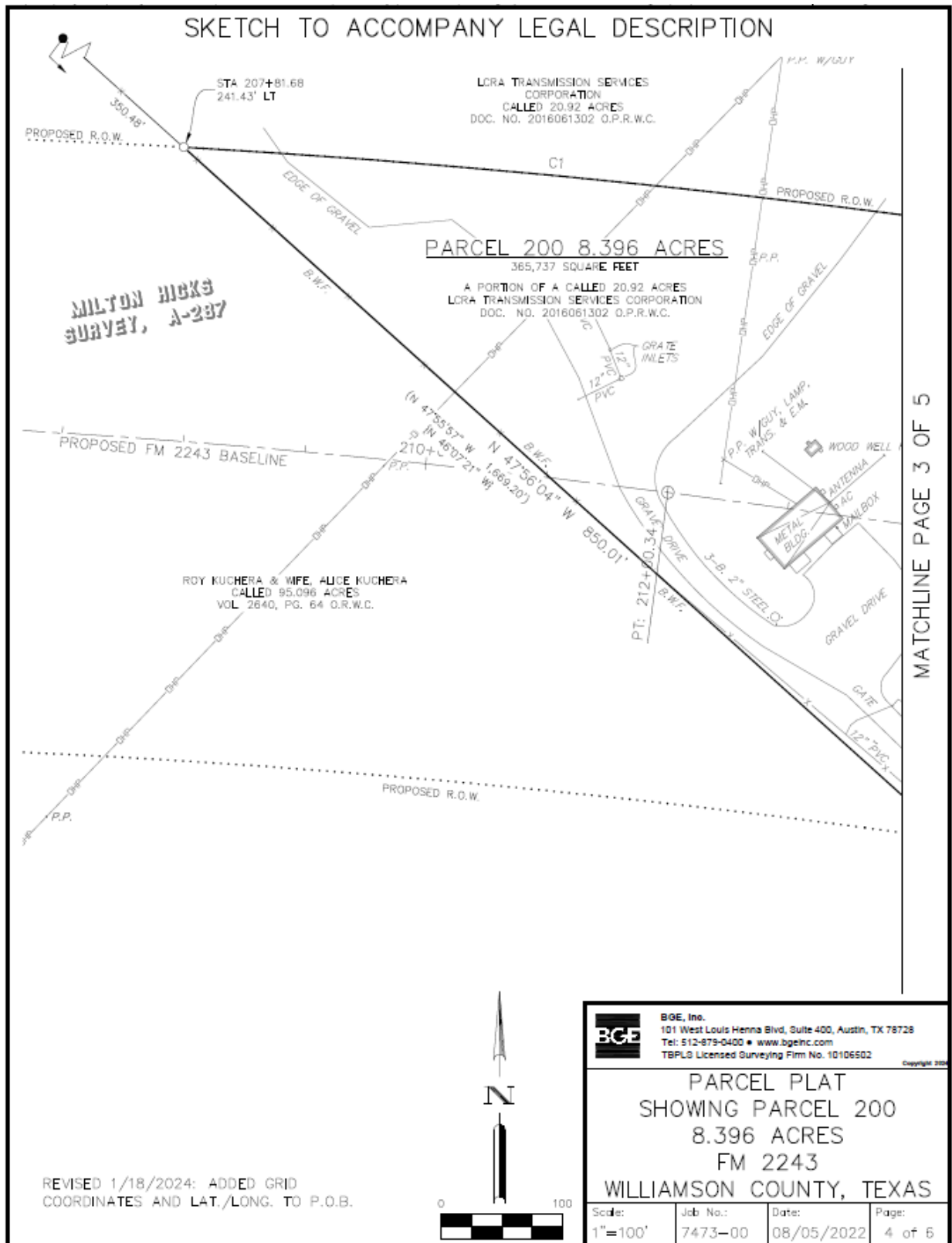


Exhibit A

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 34°06'25" W	282.91'
L2	N 48°10'53" W	54.84'


RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L1)	(S 34°06'19" W)	
<L1>	<S 35°22' W>	
(L2)	(N 48°11'25" W)	
<L1>	[N 48°11'25" W]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	611.83'	8,147.00'	4°18'10"	S 84°33'06" E	611.69'

### LEGEND

B.	BOLLARD
BLDG.	BUILDING
B.W.F.	BARBED WIRE FENCE
CMP.	CORRUGATED METAL PIPE
CONC.	CONCRETE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
E.M.	ELECTRIC METER
ESMT.	EASEMENT
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.P.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.P.	POWER POLE
PVC	POLYVINYL CHLORIDE PIPE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
W.W.	WATER WELL
( )	RECORD INFO FOR DOC. NO. 2016061302 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2018103155 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 2640, PG. 64 O.R.W.C.
< >	RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 78
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
⊙	FOUND 3/8" IRON PIPE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—x—	WIRE FENCE
—+—	METAL FENCE
—OT—	OVERHEAD TELEPHONE
—OP—	OVERHEAD POWER
—=—	EDGE OF ASPHALT

REVISED 1/18/2024: ADDED GRID  
COORDINATES AND LAT./LONG. TO P.O.B.

 <b>BGE, Inc.</b> 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502			
PARCEL PLAT SHOWING PARCEL 200 8.396 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 5 of 6



GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-163582, DATED EFFECTIVE MAY 31, 2022 AND ISSUED ON JUNE 8, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN UNDERGROUND TELECOMMUNICATION SYSTEM AND/OR LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



*Jonathan O. Nobles* 1/18/2024  
JONATHAN O. NOBLES RPLS NO. 5777  
BGE, INC.  
101 WEST LOUIS HENNA BLVD., SUITE 400  
AUSTIN, TEXAS 78728  
TELEPHONE: (512) 879-0400

REVISED 1/18/2024: ADDED GRID  
COORDINATES AND LAT./LONG. TO P.O.B.



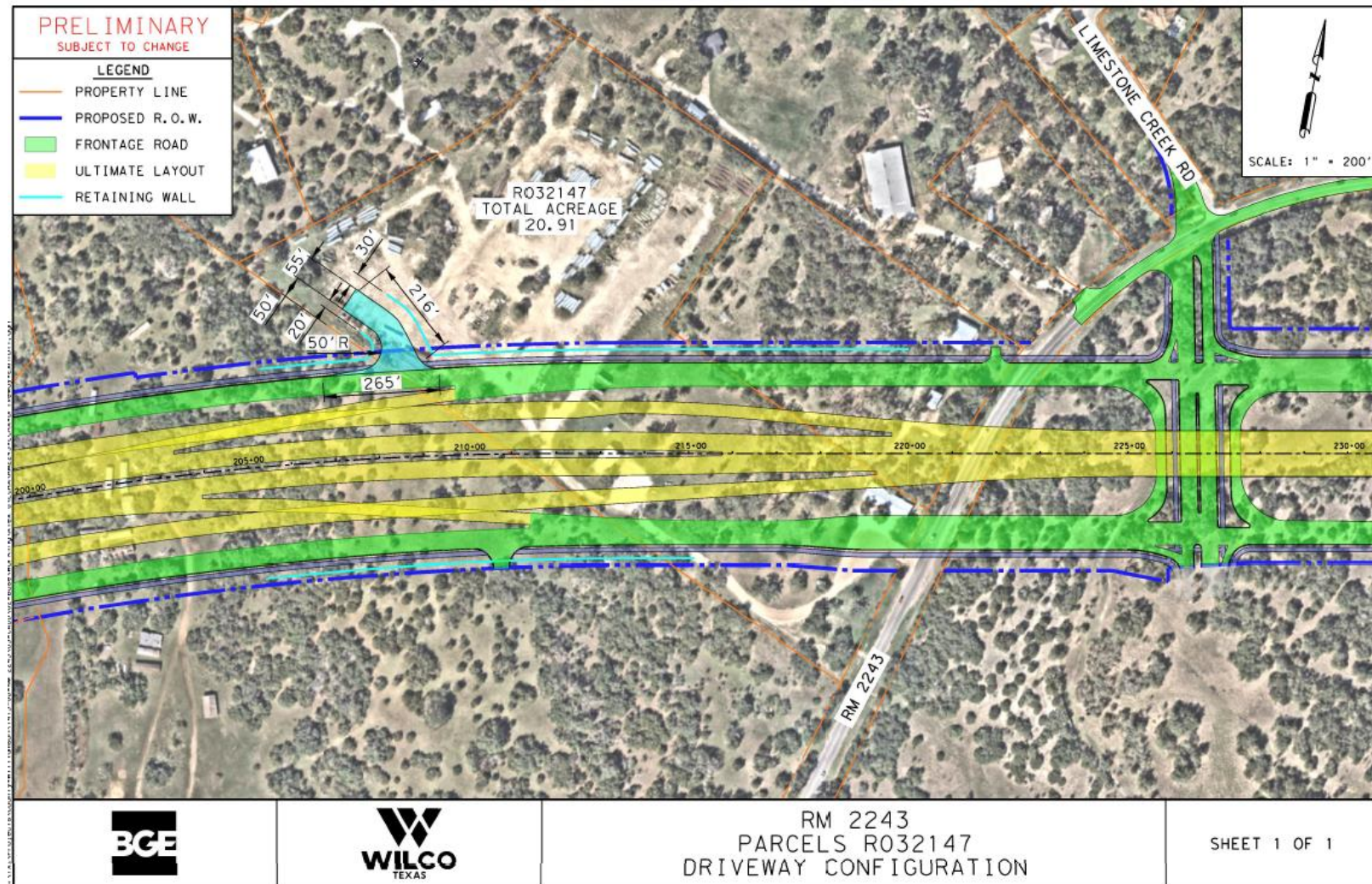
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101 West Louis Henna Blvd., Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2024

PARCEL PLAT  
SHOWING PARCEL 200  
8.396 ACRES  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/05/2022	Page: 6 of 6
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## Exhibit B



## **Exhibit C**



# EXHIBIT "C"

Parcel 200

## DEED

Hero Way 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 **LCRA TRANSMISSION SERVICES CORPORATION**, a **Texas non-profit 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 (the "Property"):

That certain tract of land consisting of an 8.396-acres out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described by metes and bounds in Exhibit A attached hereto and incorporated herein for all purposes.

**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 Hero Way.

**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.

**EXCEPT FOR THE WARRANTY OF TITLE EXPRESSED ABOVE, THIS CONVEYANCE IS MADE ON AN “AS-IS, WHERE-IS” BASIS ONLY, WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AS TO CONDITION (INCLUDING ENVIRONMENTAL CONDITION), FITNESS, SUITABILITY, MERCHANTABILITY OR HABITABILITY THEREOF OR AS TO USE FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS.**

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

*[signature page follows]*

**GRANTOR:**

LCRA TRANSMISSION SERVICES CORPORATION

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2024  
by \_\_\_\_\_, in the capacity and for the purposes and consideration recited  
therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.L.L.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:**

Texas National Title  
305 Denali Pass, Suite A  
Cedar Park, Texas 78613