REAL ESTATE CONTRACT

CR 278 @ 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 3.854 acre (167,874 Sq. Ft.) tract of land in the Henry Field Survey, Abstract No. 233, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 6)

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 Exhibit A shall be the sum of TWO HUNDRED TWENTY-SEVEN THOUSAND ONE HUNDRED NINETEEN and 00/100 Dollars (\$227,119.00).

Pursuant to the terms of that certain Possession and Use Agreement for Transportation Purposes, recorded under Document No. 2018029559 of the Official Records of Williamson County, Texas, Purchaser has previously paid Seller the amount of \$204,407.00, which amount was to be deducted from any final purchase price or settlement amount. Therefore, the remaining Purchase Price now due and owing for completion of this transaction is <a href="https://www.twenty.com/www.twenty.com/www.twenty.com/www.twenty.com/www.twenty.com/www.twenty.com/www.twenty.com/www.twenty.com/ww.twen

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. 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 "B". 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. **FOREGOING** DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS THAT 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 uch 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 Heritage Title Company, ("Title Company"), on or before July 15, 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 Exhibit A, 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 "C" 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 interests in and to the permanent interests being conveyed in the Property subject only to those interests in and to the permanent interests being conveyed in the Property subject only to those interests in and to the permanent interests being conveyed in the Property subject only to those interests in and to the permanent interests being conveyed in the Property subject only to those interests in and to the permanent interests being conveyed in the Property subject only to those interests in and to the permanent interests being conveyed in the Property subject only to those interests in and to the permanent interests being conveyed in the Property subject only to those interests and to the permanent interests being conveyed in the Property subject only to those interests in and to the permanent interests being conveyed in the Property subject only to those interests in and to the permanent interests being conveyed in the Property subject only to those interests in an action of the Property subject only to those interests in an action of the Property subject only to those interests being conveyed in the Property subject only to those interests in a permanent interest in the Property subject only to those interests in a permanent interest in the Property subject on the Pr

- (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, if any, shall be prorated as of the Closing Date 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 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 Seller and Purchaser to the extent allowed by law each agree to indemnify and hold the other party Seller and Purchaser to the extent allowed by law each agree to indemnify and hold the other party by reason of a breach of 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 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.

[signature pages to follow]

SELLER:

JBS HOLDINGS, LP

By: JBSH Management, LLC, its general partner

By: She	ri Krause (Jun 6, 2024 09:13 CDT)	
Name	: Sheri Krause	
Title:	Managing partner	
Date:	Jun 6, 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. (Jun 11, 2024 15:42 CDT)
Bill Gravell, Jr.

County Judge

Date: Jun 11, 2024

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

10

County:

Williamson

Parcel No.:

Bagdad Road Highway:

Limits:

From: 1,500' North of C.R. 278

100' South of Silver Creek Drive

DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 3.854 ACRE (167,874 SQ. FT.) PARCEL OF LAND, LOCATED IN THE HENRY FIELD SURVEY, ABSTRACT 233, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 99.57 ACRE TRACT OF LAND, TRACT NO. 2, DESCRIBED IN A DEED TO JBS HOLDINGS, LP, RECORDED IN DOCUMENT NUMBER 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.854 ACRE (167,874 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the south line of said remainder of a called 99.57 acre tract, same being the north line of a 6.829 acre tract of land as described in a deed to Williamson County, Texas, recorded in Document No. 2014076251, O.P.R.W.C.TX.;

THENCE S 87°55'30" E, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 86.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.73 feet left of Bagdad Road Engineer's Centerline Station (E.C.S.) 557+97.02 on the proposed west right-of-way line of Bagdad Road, a variable width right-of-way, for the POINT OF BEGINNING (Grid Coordinates= N:10,203,935.17, E:3,059,759.68) and the southwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, with the proposed west right-of-way line of said Bagdad Road, over and across said remainder of a called 99.57 acre tract, the following five (5) courses and distances numbered 1-5:

- 1) N 43°14'37" E, a distance of 60.77 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of Bagdad Road E.C.S. 558+40.24,
- 2) N 01°25'43" W, a distance of 663.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 125.96 feet left of Bagdad Road E.C.S. 564+96.82,
- 3) N 01°26'02" E, a distance of 200.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.63 feet left of Bagdad Road E.C.S. 567+01.01,
- N 01°25'43" W, a distance of 600.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.99 feet left of Bagdad Road E.C.S. 573+05.96, and
- 5) N 04°16'55" E, a distance of 53.25 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 119.42 feet left of Bagdad Road E.C.S. 573+58.91 on the north line of said remainder of a called 99.57 acre tract, same being the south line of a 126.90 acre tract of land, described as Tract No. 1 in said deed to JBS Holdings, LP, said point being the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found for the northwest corner of said remainder of a called 99.57 acre tract and the southwest corner of said 126.90 acre tract bears S 69°01'35" W, a distance of 2,862.97 feet;

6) THENCE N 69°01'35" E, continuing with the proposed west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 126.90 acre tract, a distance of 91.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 32.96 feet left of Bagdad Road E.C.S. 573+89.11 on the existing west right-of-way line of Bagdad Road, no record information found, for the northeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 5/8-inch iron rod found on the existing west right-of-way line of said Bagdad Road, for the most easterly northeast corner of said 126.90 acre tract bears N 02°13'31" W, a distance of 754.50 feet;

THENCE departing both the proposed west right-of-way line of said Bagdad Road, with the existing west right-of-way line of said Bagdad Road, the following two (2) courses and distances numbered 7-8:

- 7) S 02°13'31" E, a distance of 354.59 feet to a calculated point 29.83 feet left of Bagdad Road E.C.S. 570+34.54, and
- 8) S 02°01'22" E, a distance of 1,234.82 feet to a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found 14.34 feet right of Bagdad Road E.C.S. 557+98.85, for the northeast corner of said 6.829 acre tract, the southeast corner of said remainder of a called 99.57 acre tract and the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "WALKER 5283" found on the existing west right-of-way line of said Bagdad Road, for the southeast corner of said 6.829 acre tract bears S 02°01'22" E, a distance of 127.44 feet;

9) **THENCE** S 87°55'30" W, departing the existing west right-of-way line of said Bagdad Road, with the common line of said remainder of a called 99.57 acre tract and said 6.829 acre tract, a distance of 162.08 feet to the **POINT OF BEGINNING**, and containing 3.854 acres (167,874 sq. ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000140

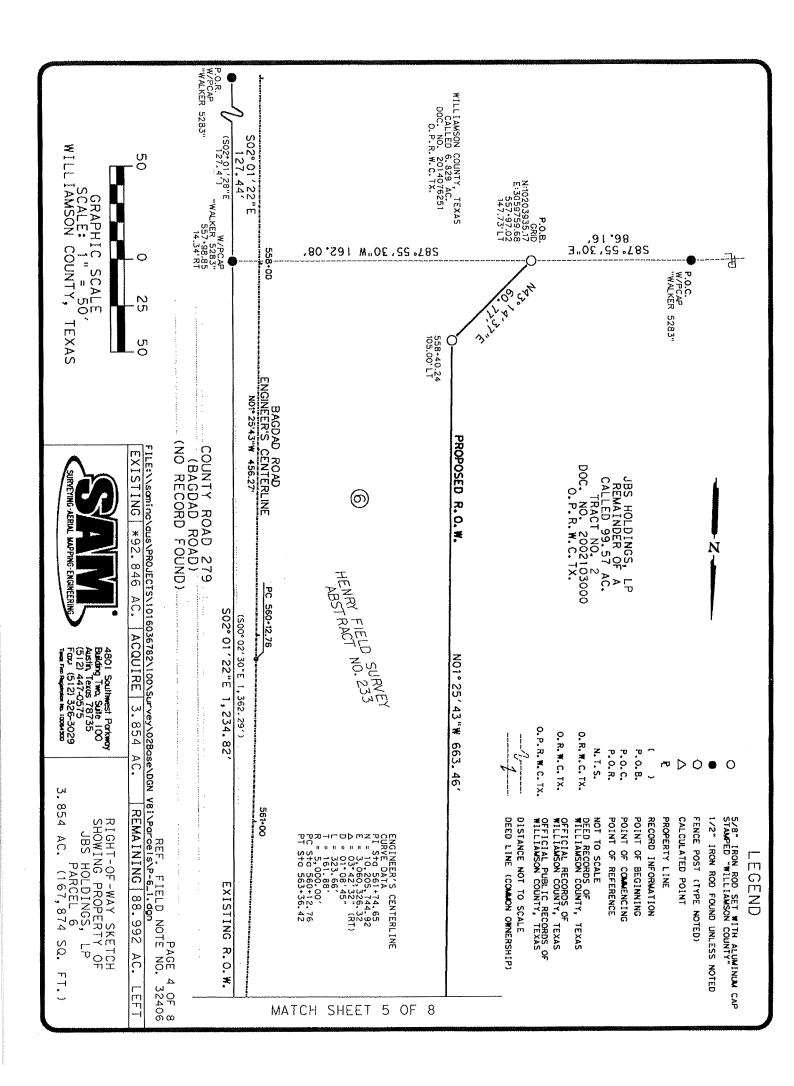
THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS	§	

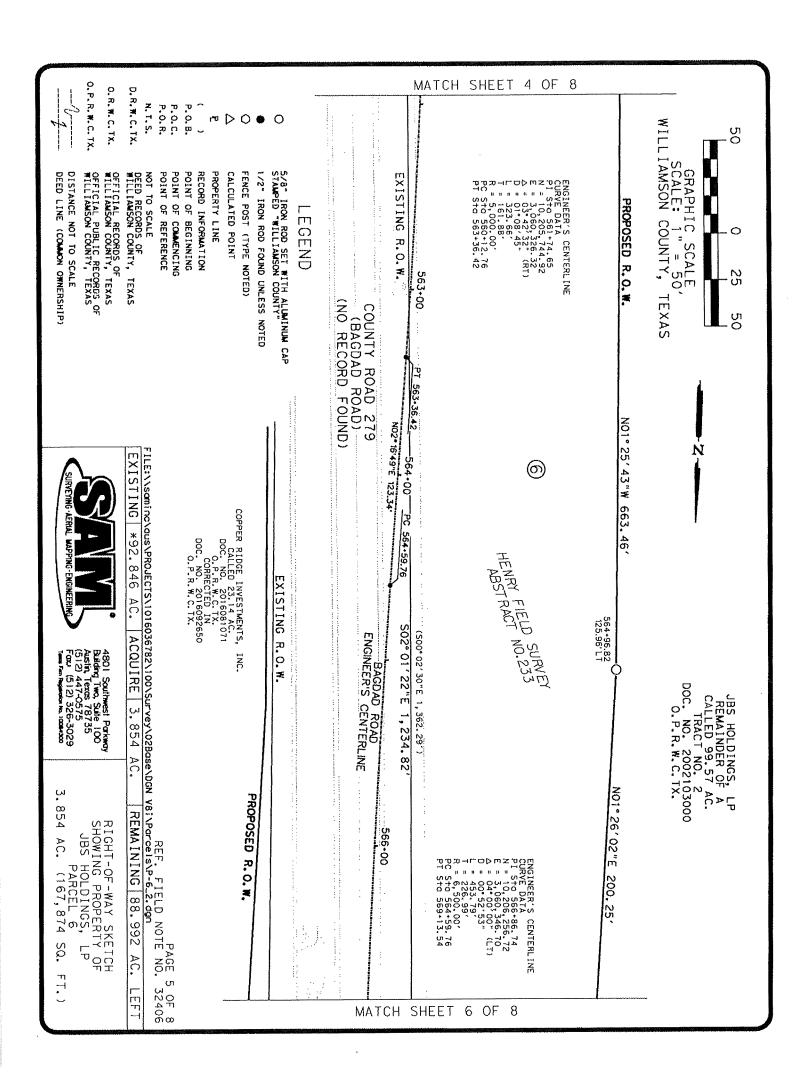
That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

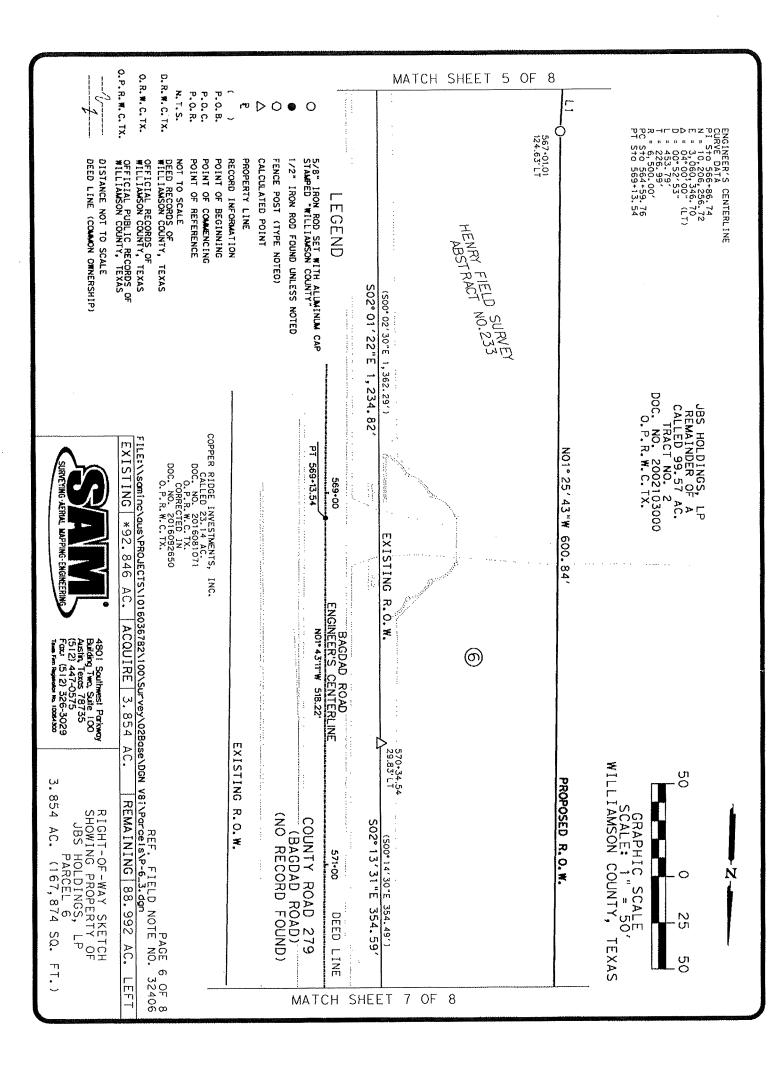
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 17th day of May, 2017.

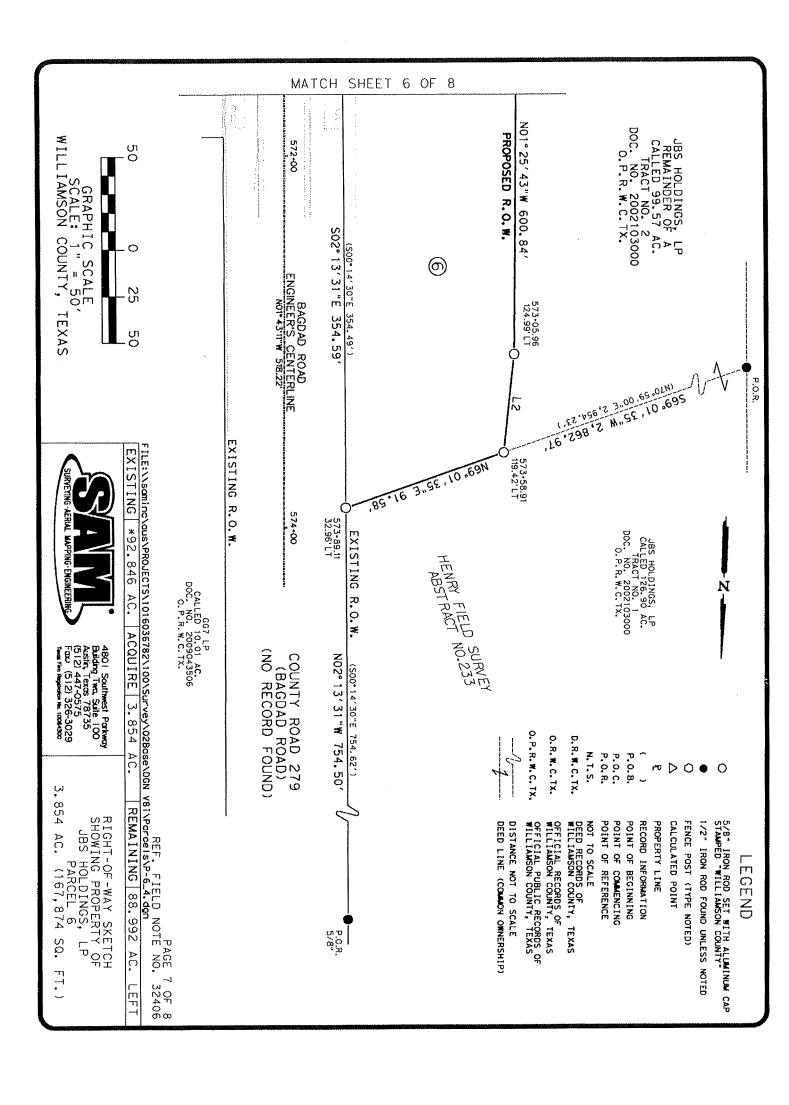
SURVEYING AND MAPPING, LLC. 4801 Southwest Parkway Parkway Two, Suite 100 Austin, Texas 78735 Texas Firm Registration No. 10064300

William R. Herring Registered Professional Land Surveyor No. 6355-State of Texas









LINE NO. N01° 26′ 02"E LINE TABLE BEARING ISTANCE

N

WILLIAM R. HERRING SARGISTERS T ANO SURVEYOR 6355 JBS HOLDINGS, LP
REMAINDER OF A
CALLED 99.57 AC.
TRACT NO. 2
DOC. NO. 2002103000
O.P.R.W.C.TX. <u>ල</u> PARENT NOT TO

TRACT

NOTES:

LALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1,00014, ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2.THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY FIRST NATIONAL TITLE INSURANCE COMPANY, FILE NO. 16-285062-GT, EFFECTIVE DATE FEBRUARY 2, 2017 AND ISSUED DATE FEBRUARY 8, 2017, NO ADDITIONAL RESEARCH WAS PERFORMED FOR ANY EASEMENTS AND OR BUILDING LINES WHICH MAY OR MAY NOT AFFECT SUBJECT TRACT.

3.BAGDAD ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED BY FROM LOCKWOOD, ANDREWS, & NEWMAN, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2016.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM R. REGISTERED NO. 6355, S HERRING PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

4801 Southwest Porkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Team Fan Repairsion No. 10064300

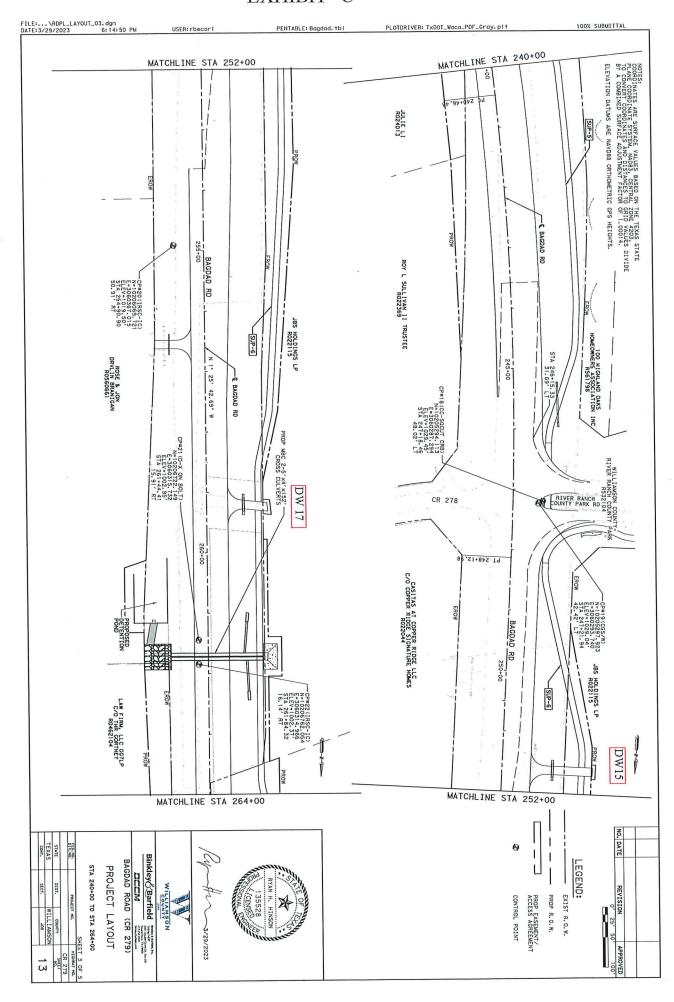
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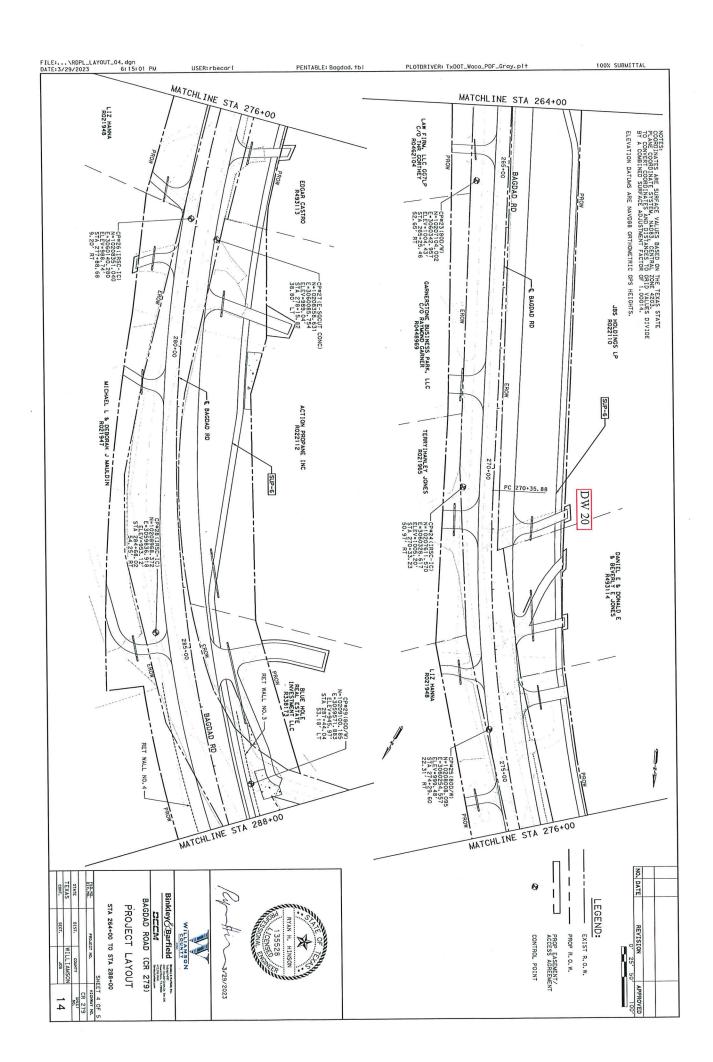
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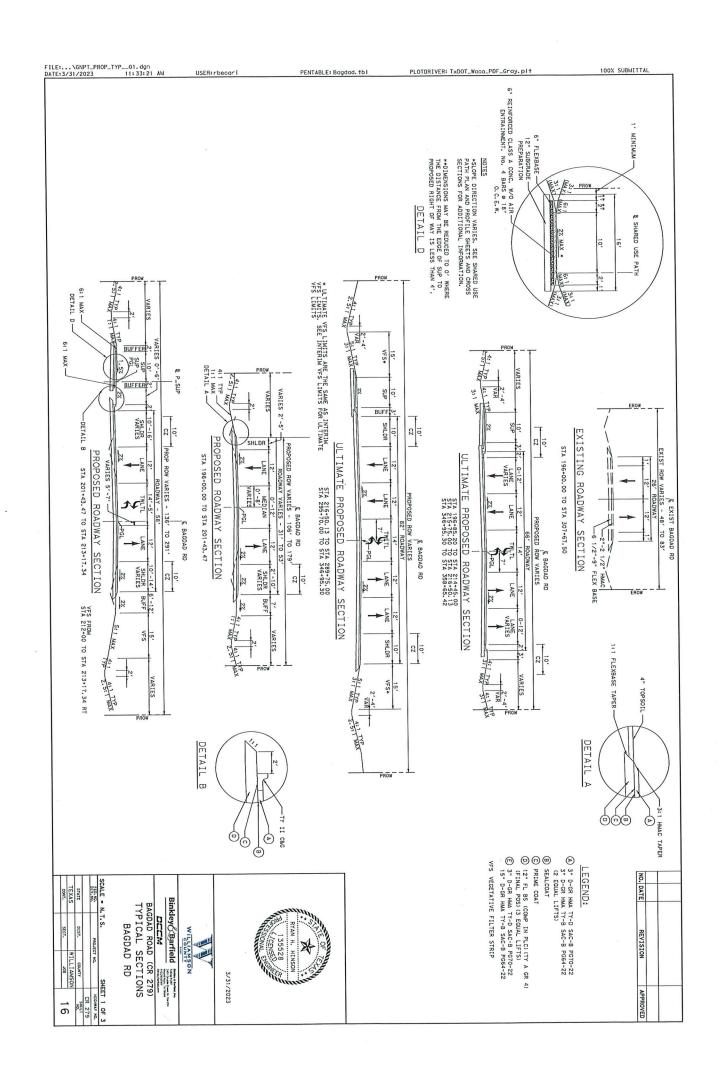
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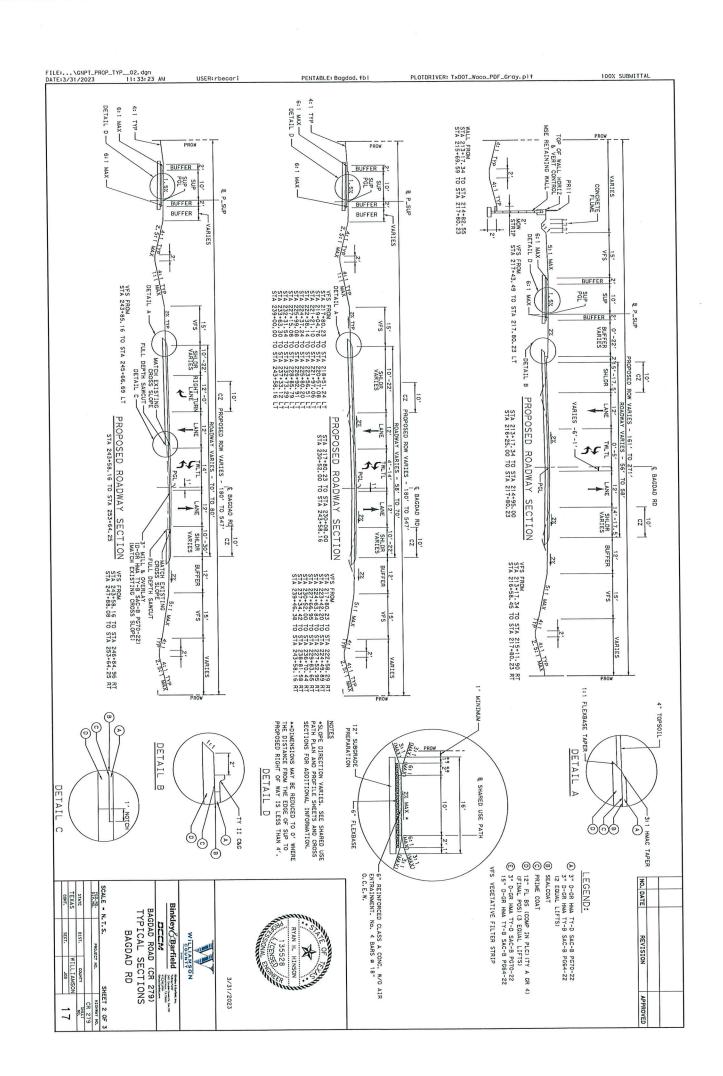
3.854 RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF JBS HOLDINGS, LP PARCEL 6 PARCEL 6

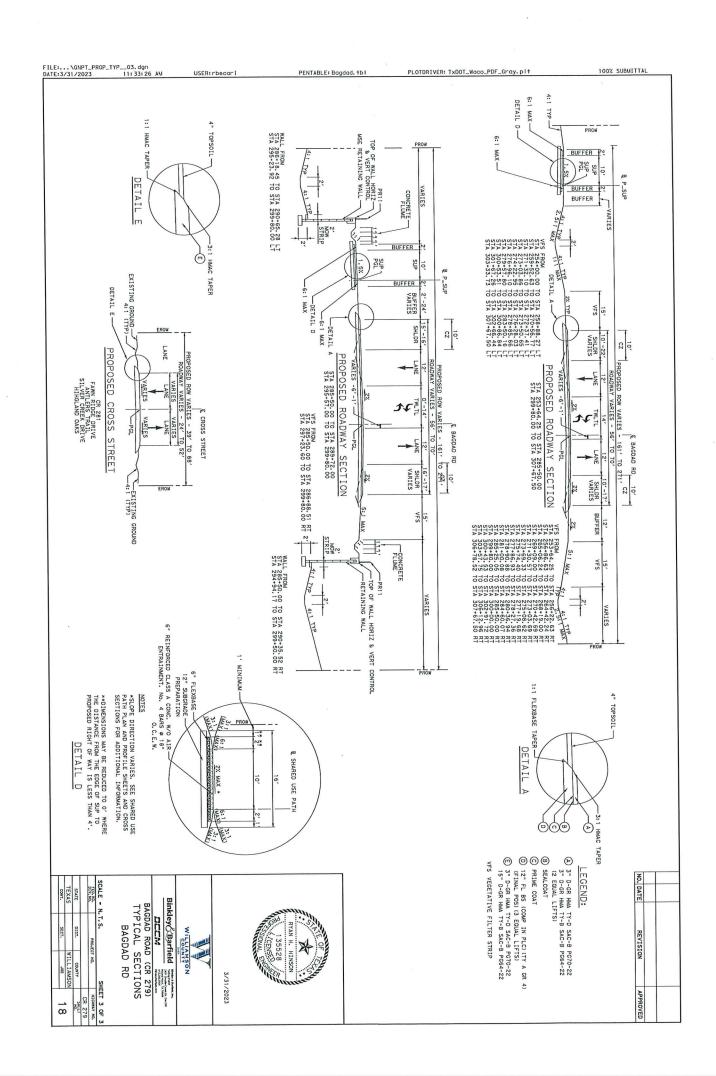
EXHIBIT "C"

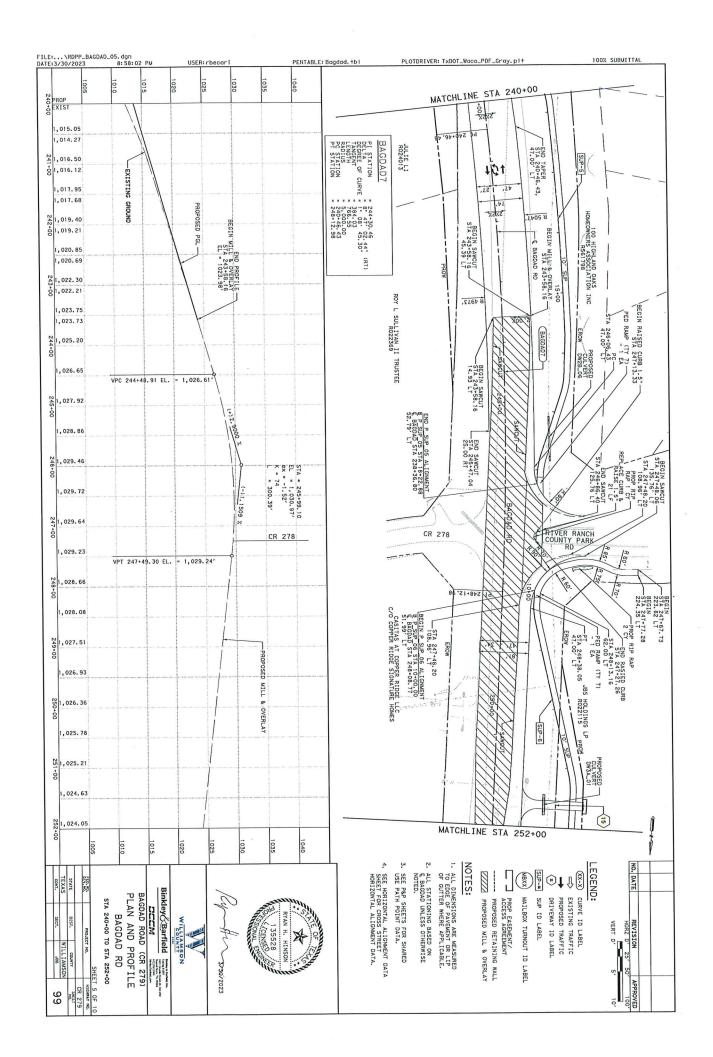


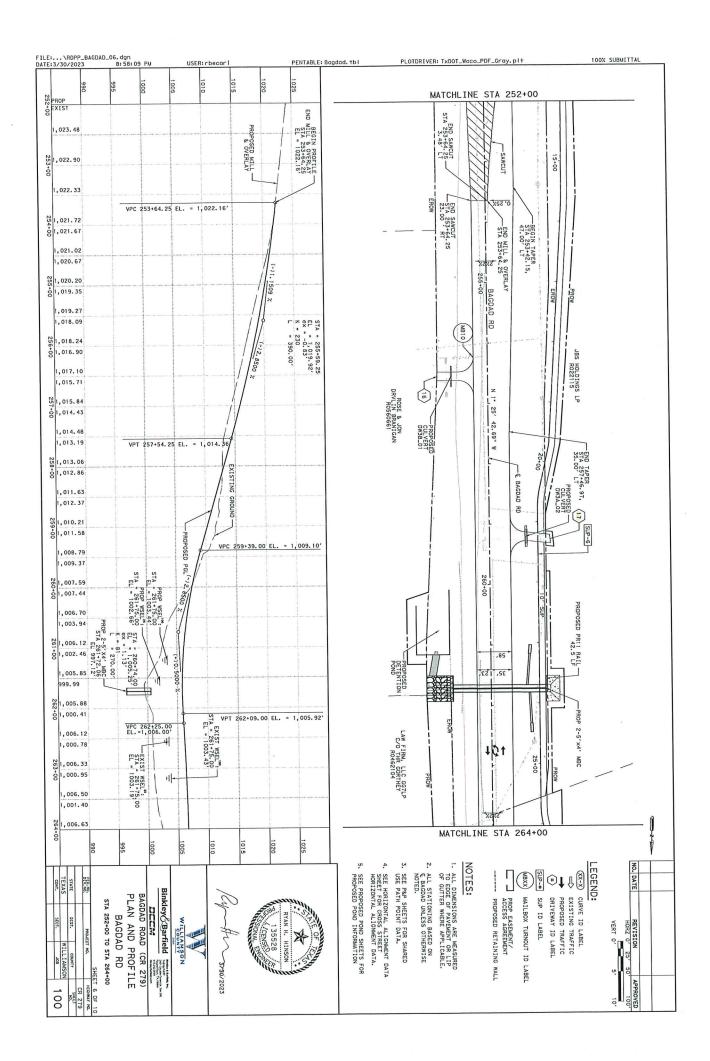


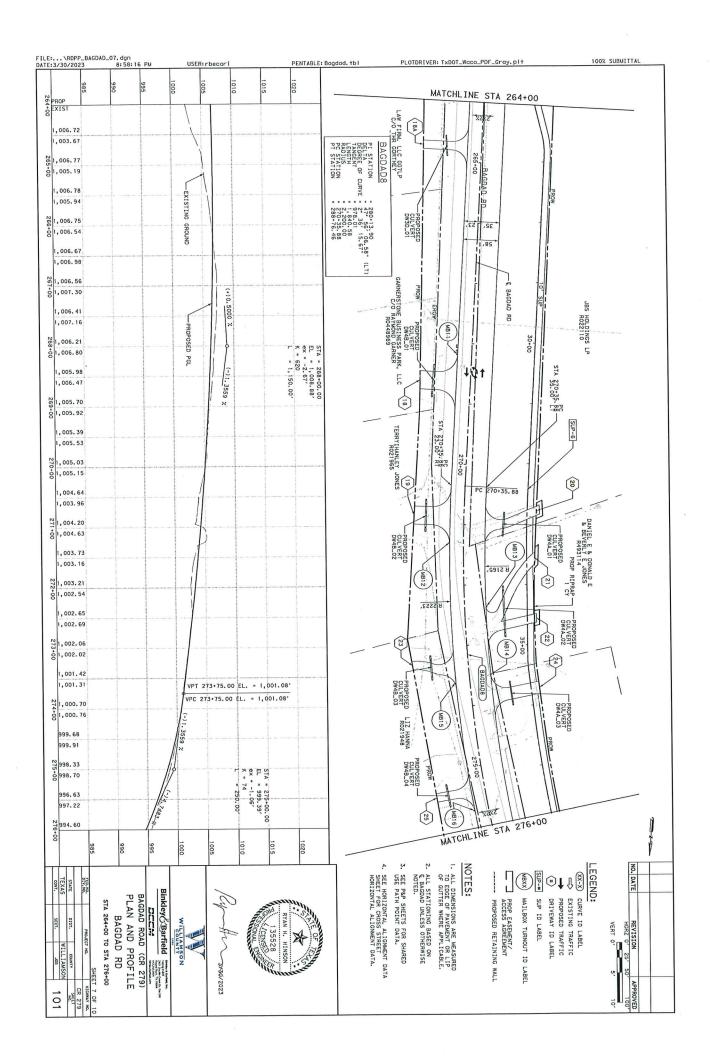


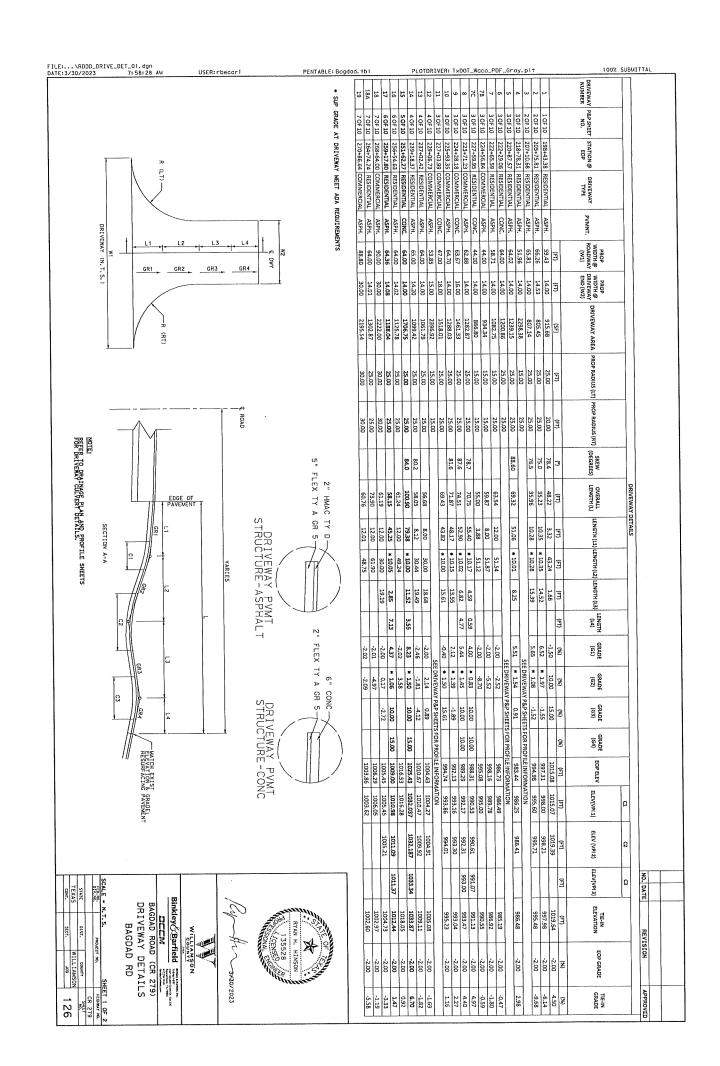


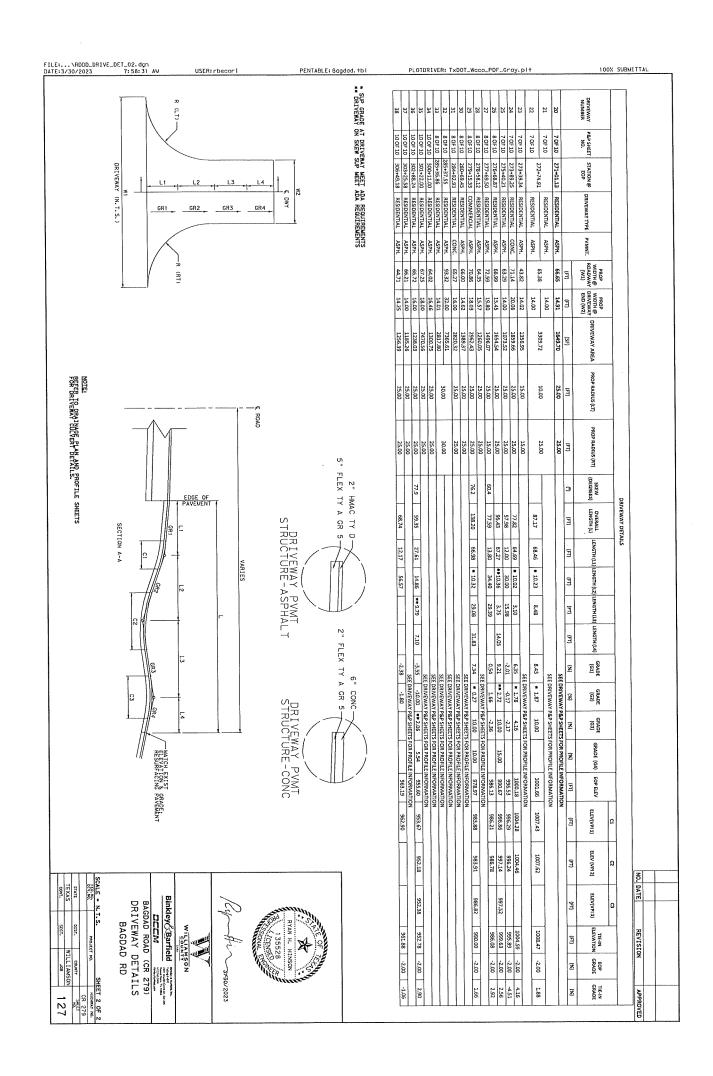


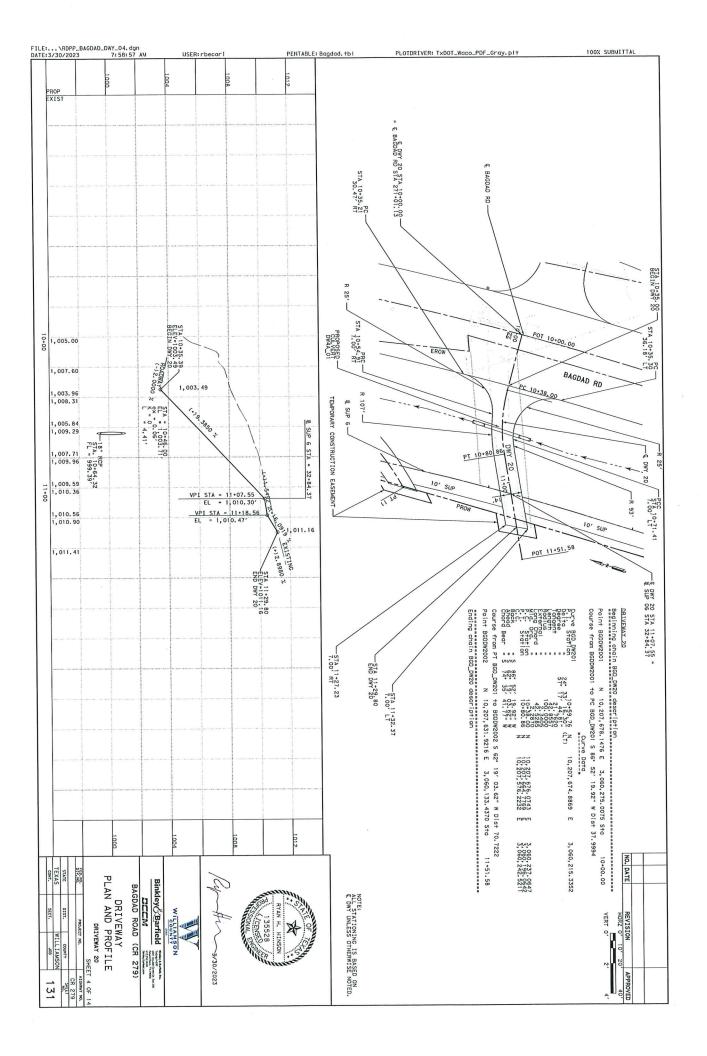


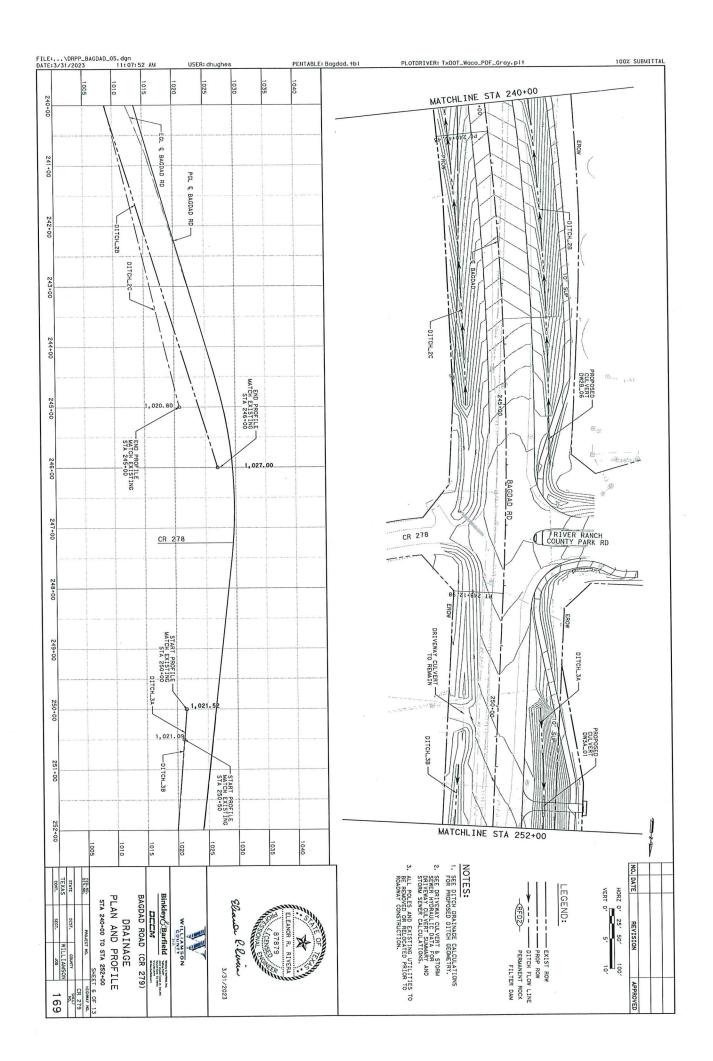


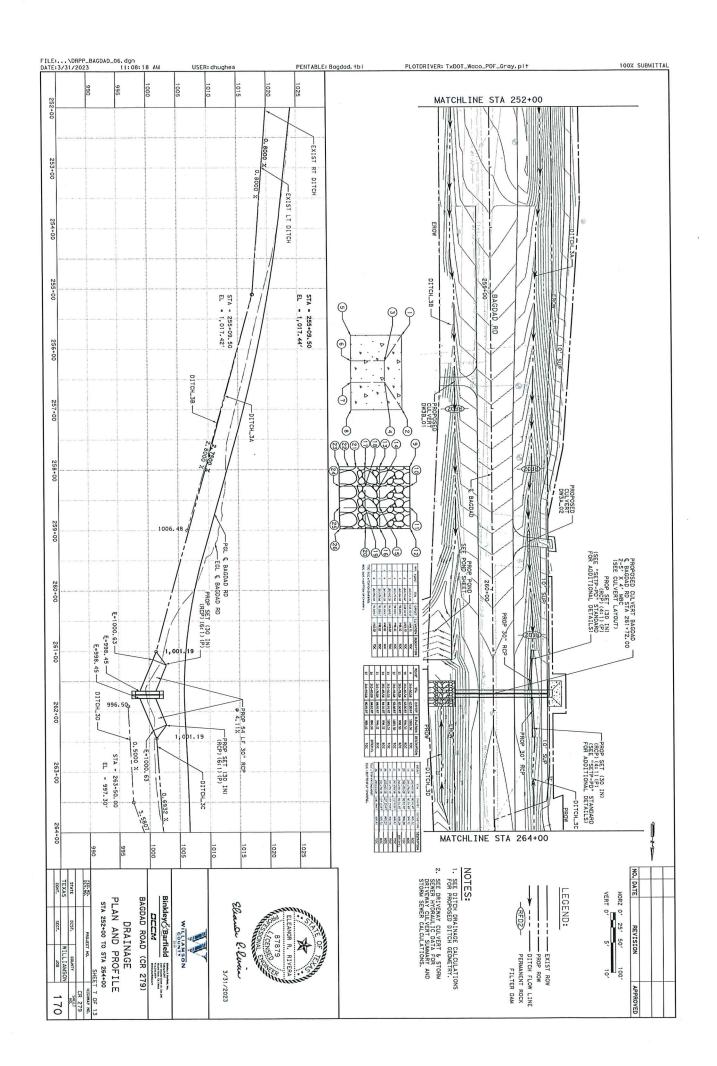


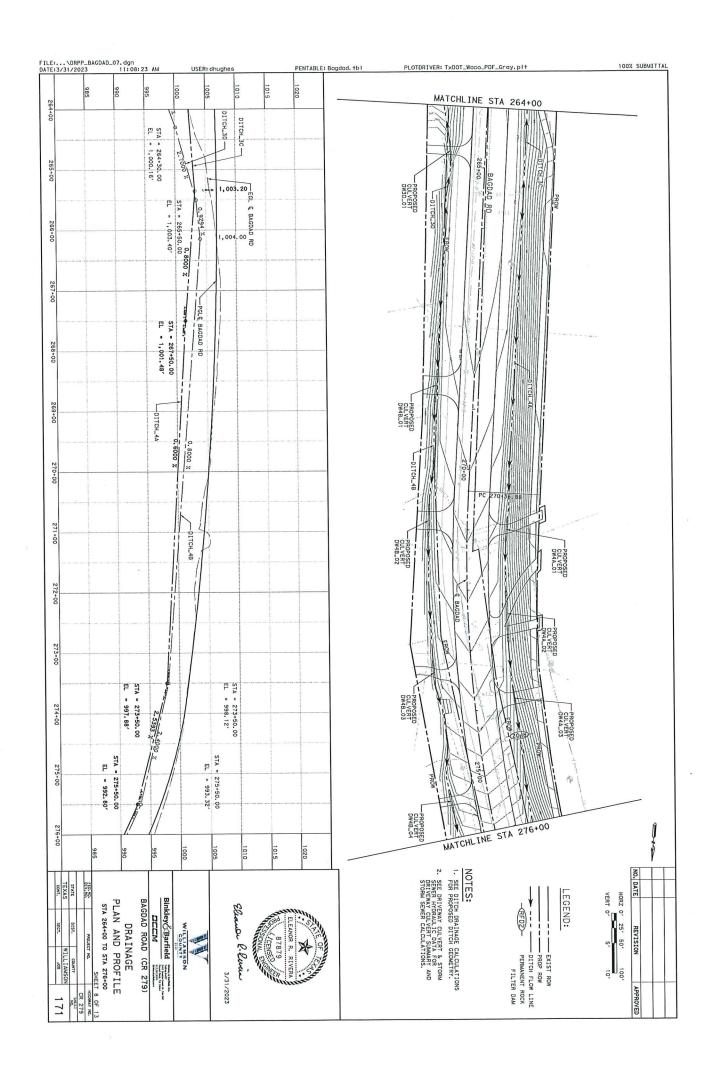


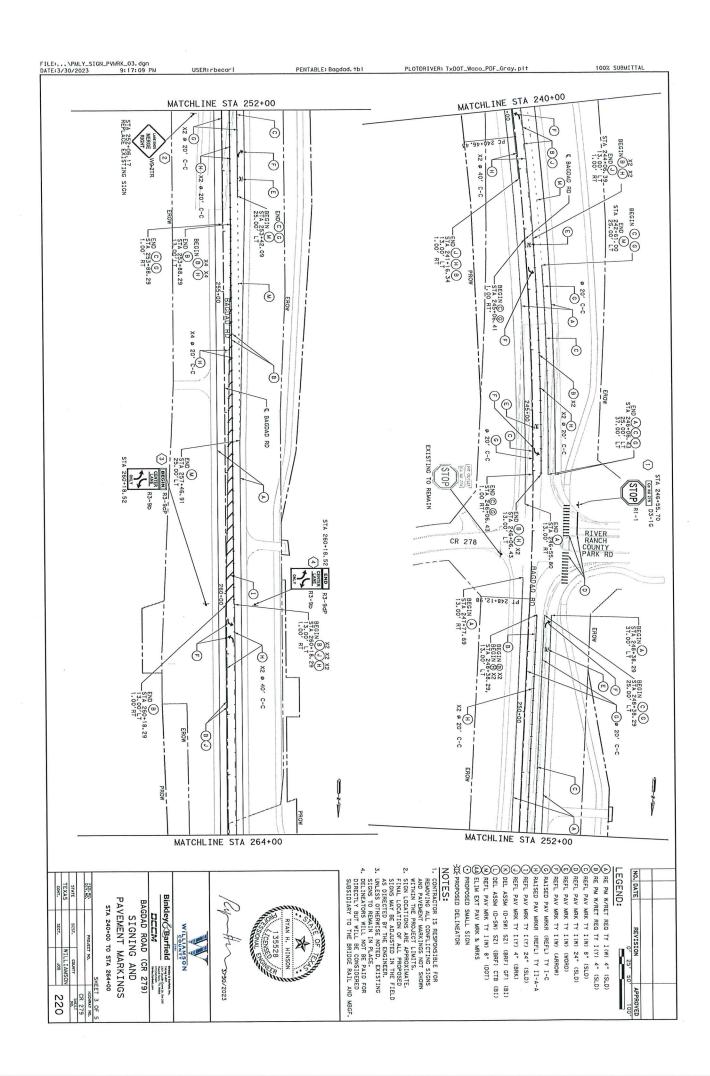












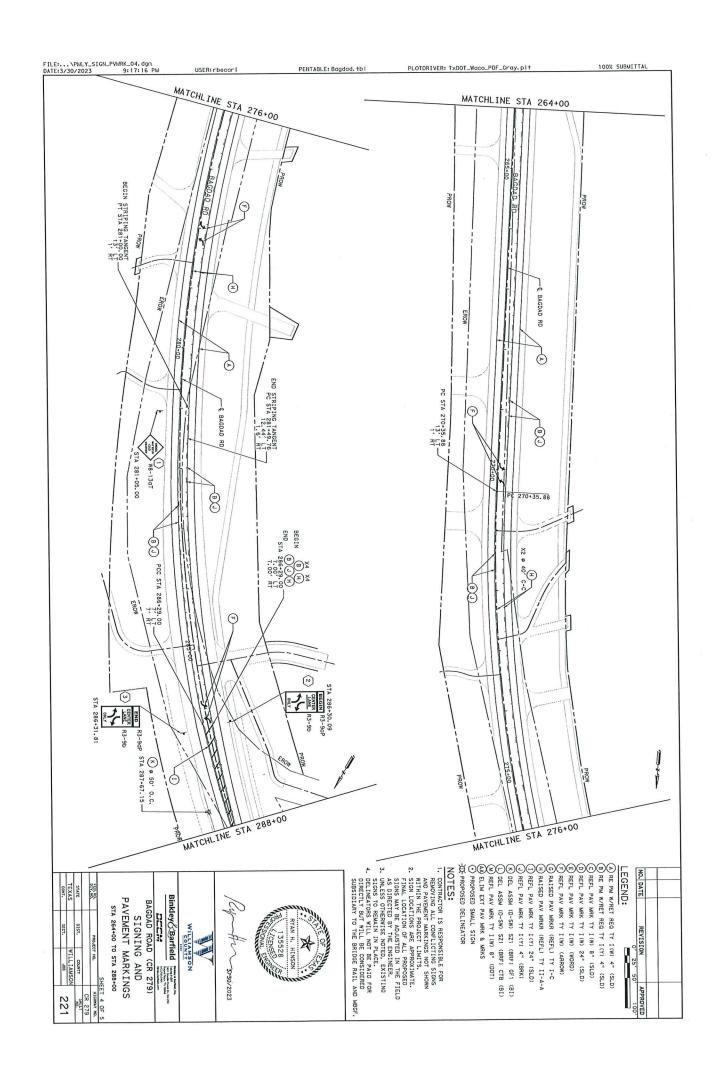


EXHIBIT "C"

Parcel 6

DEED

County Road 278 @ Bagdad Road 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 3.854 acre (167,874 Sq. Ft.) tract of land in the Henry Field Survey, Abstract No. 233, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 6)

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 public roadway purposes legally authorized under Texas law, including specifically construction and maintenance of County Road 278/279 right of way 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. Grantee shall notify Grantor of Grantee's intent to convey title to the Property and Grantor will have 30 days to notify Grantee whether Grantor elects to repurchase the Property. If Grantor timely gives such notice, Grantee shall convey title to the Property to Grantor by special warranty deed on the date that is 30 days after Grantor's notice in exchange for Grantor's payment to Grantee of a purchase price equal to the amount paid by Grantee to Grantor for the Property of even date herewith.
- (2) At all times prior to and during Grantee's construction of the CR 279 Improvements, Grantor shall have reasonable access and/or ingress to or egress from Grantor's remainder property over and across the existing driveway areas within the Property (the "CR 279 Driveways"). If, at any time in the future, Grantor or its successors and assigns desire to construct additional driveways onto County Road 279 or relocate one or more of the CR 279

Driveways, Grantee agrees to cooperate with Grantor to allow such construction or relocation, and to approve any related permits or plans so long as the plans for and locations of the driveways conform with Grantee's driveway standards as they exist on the date hereof. Grantee further agrees to cooperate with Grantor in connection with any applications by Grantor for approvals from any governmental entities with jurisdiction over curb cuts from Grantor's remainder property onto County Road 279 (including Grantee itself, if applicable). As part of Grantee's construction of the CR 279 Improvements, Grantee will construct curb cuts onto County Road 279 at the location of the CR 279 Driveways (as same may be relocated as provided herein), including appropriately-sized drainage culverts.

(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 stormwater runoff or drainage may be diverted onto Grantor's remainder property from the CR 279 Improvements without an express easement for such drainage granted by Grantor in its sole discretion, and any such easement will be at Grantee's sole cost.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of ______, 2024.

[signature page follows]

GRANTOR:	
JBS HOLDINGS, LP	
By: JBSH Management, LLC,	its general partner
Ву:	
Name:	
Title:	
	ACKNOWLEDGMENT
STATE OF TEXAS	\$ \$ \$
COUNTY OF	
This instrument was 2024 byrecited therein.	acknowledged before me on this the day of, in the capacity and for the purposes and consideration
	Notary Public, State of Texas
PREPARED IN THE OFF	FICE OF:
	Sheets & Crossfield, PLLC
	309 East Main Round Rock, Texas 78664
GRANTEE'S MAILING A	
	Williamson County, Texas Attn: County Auditor
	710 Main Street, Suite 101
	Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

JBS(6)--purchase contract for CR 278 @ Bagdad Rd. r.o.w

Final Audit Report

2024-06-06

Created:

2024-06-05

By:

Lisa Dworaczyk (lisad@scrrlaw.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAGq11HB2wOFFXINxQ4f8zPNaz-lecnpmf

"JBS(6)--purchase contract for CR 278 @ Bagdad Rd. r.o.w" His tory

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- Document e-signed by Sheri Krause (sheriskrause@gmail.com)
 Signature Date: 2024-06-06 2:13:12 PM GMT Time Source: server
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