

REAL ESTATE CONTRACT
Seward Junction North Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **AVERYGC, LTD., 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 4.726-acre (205,845 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of THREE MILLION ONE HUNDRED TWENTY-TWO THOUSAND NINETY-ONE and 00/100 Dollars (\$3,122,091.00).

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. 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.

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

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

4.03 PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT IT HAS OR WILL HAVE, PRIOR TO CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE PURCHASER IN ORDER TO ENABLE THE PURCHASER TO EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN AS-IS, WHERE-IS, AND WITH ALL FAULTS BASIS WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR

IMPLIED, OF ANY KIND OR NATURE, EXCEPT THOSE INDICATED IN ARTICLE IV OF THIS CONTRACT AND IN THE DEED TO BE DELIVERED AT CLOSING. PURCHASER DISCLAIMS RELIANCE UPON ALL ORAL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY THE SELLER, EXCEPT THOSE INDICATED IN ARTICLE IV OF THIS CONTRACT AND IN THE DEED TO BE DELIVERED AT CLOSING.

WITHOUT LIMITING THE GENERAL PROVISIONS OF THE FOREGOING PARAGRAPH, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (a) MATTERS OF TITLE, (b) PHYSICAL OR ENVIRONMENTAL CONDITIONS, (c) VALUATION, AND (d) CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT SELLER IS PROVIDING PURCHASER WITH AN OPPORTUNITY TO THOROUGHLY INSPECT THE PROPERTY FOR ALL PURPOSES, INCLUDING ANY CONCERNS WITH RESPECT TO ANY PAST, CURRENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS OR WITH RESPECT TO THE PRESENCE, EITHER NOW OR IN THE PAST, OF ANY HAZARDOUS SUBSTANCES AT THE PROPERTY.

SURVIVAL. IT IS AGREED AND UNDERSTOOD THAT THE TERMS AND PROVISIONS OF THIS SECTION 4.03 SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty 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 approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Special Warranty Deed shall be in the form as shown in Exhibit "B" 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 boundary and survey exceptions shall be deleted.
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (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 cash portion of the Purchase Price

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple 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 respectively as incurred.

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 remedies: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

PURCHASER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY MONETARY DAMAGES RESULTING FROM, ARISING FROM, OR RELATING TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO COMPENSATORY, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

8.08. INTENTIONALLY DELETED]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.

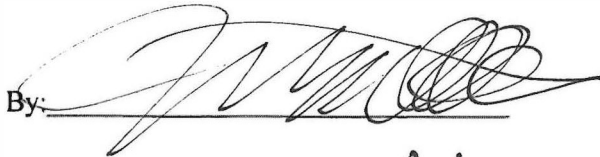
Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted to enter and possess the Property prior to Closing for the sole purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 260 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

AVERYGC, LTD., a Texas limited partnership

By: 

Name: William B. Pohl

Title: Manager

Date: 9-13-24

Address: 10800 Pecan Park Blvd
#125
Austin, Texas 78750

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
Valerie Covey, County
Commissioner

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

Date: Sep 24, 2024

EXHIBIT "A"

Parcel 12
4.726 Acre Right-of-Way
B Manlove Survey, Abstract No. 417
Williamson County, Texas

DESCRIPTION OF PARCEL 12

BEING a 4.726 acre (205,845 square foot) parcel of land out of the B Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of that tract described as 148.96 acres conveyed to AVERYGC, Ltd. by Special Warranty Deed dated June 4, 2021, as recorded in Document No. 2021084579, Official Public Records, Williamson County, Texas; said 4.726 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of County Road 260 (CR 260), being in the south line of said 148.96 acre AVERYGC tract, and the north line of that tract described as 85 acres conveyed to Clyde Krause by General Warranty Deed, as recorded in Volume 1672, Page 392, Official Records, Williamson County, Texas, said POINT OF BEGINNING having Surface Coordinates of N=10,213,008.54, E=3,073,572.72, and being 75.00 feet left of Engineer's Baseline Station 266+46.53, from which a 1/2-inch iron rod with "RJ Surveying" cap found at a corner in the south line of said 148.96 acre AVERYGC tract, and in the north line of said 85 acre Krause tract, bears North 69°13'26" East 1,566.45 feet;

- 1) THENCE, along the south line of said 148.96 acre AVERYGC tract, and the north line of said 85 acre Krause tract, **South 69°13'26" West 142.71 feet** to a calculated point at the southwest corner of said 148.96 acre AVERYGC tract, being the northwest corner of said 85 acre Krause tract, and in the existing east right-of-way line of CR 260 (varying width right-of-way);

THENCE, along the west line of said 148.96 acre AVERYGC tract, and the existing east right-of-way line of CR 260, the following seven (7) courses, numbered 2 through 8:

- 2) **North 61°27'34" West 160.91 feet** to a calculated point,
- 3) **North 66°15'35" West 249.74 feet** to a calculated point,
- 4) **North 55°41'50" West 152.41 feet** to a calculated point,
- 5) **North 47°14'13" West 58.68 feet** to a calculated point,

- 6) **North 39°45'44" West 270.27 feet** to a calculated point,
 - 7) **North 34°58'49" West 361.76 feet** to a calculated point, and
 - 8) **North 20°03'45" West 264.02 feet** to a calculated point at the northwest corner of said 148.96 acre AVERYGC tract, being the southwest corner of that tract described as 153.2 acres conveyed to Thomas W. McCollum, Trustee of The Thomas W. McCollum Trust by General Warranty Deed, as recorded in Document No. 2023089973, Official Public Records, Williamson County, Texas, from which 1/2-inch iron rod found in the east line of Lot 2, J. & L. Subdivision, a subdivision of record in Cabinet J, Slides 297-298, Plat Records, Williamson County, Texas, and in the existing west right-of-way line of CR 260, bears South 70°18'58" West 41.39 feet, and North 19°35'49" West 41.23 feet;
 - 9) THENCE, along the north line of said 148.96 acre AVERYGC tract, and the south line of said 153.2 acre The Thomas W. McCollum Trust tract, **North 67°56'18" East 122.10 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 260, being 75.00 feet left of Engineer's Baseline Station 250+97.89;
- THENCE, along the proposed east right-of-way line of CR 260, crossing said 148.96 acre AVERYGC tract, the following four (4) courses, numbered 10 through 13:
- 10) **South 21°45'21" East 120.78 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 252+18.67,
 - 11) with a curve to the left, whose delta angle is **42°32'06"**, radius is **1,425.00 feet**, an arc distance of **1,057.89 feet**, and the chord of which bears **South 43°01'24" East 1,033.76 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 75.00 feet left of Engineer's Baseline Station 263+32.23,
 - 12) **South 64°17'27" East 30.10 feet** to a calculated point, being 75.00 feet left of Engineer's Baseline Station 263+62.33, and

Parcel 12

13)with a curve to the right, whose delta angle is **16°16'47"**, radius is **1,075.00 feet**, an arc distance of **305.45 feet**, and the chord of which bears **South 56°09'03" East 304.42 feet** to the POINT OF BEGINNING an containing 4.726 acres (205,845 square feet) of land within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas Coordinate System, South Central Zone (4204), NAD83 (2011) EPOCH 2010.00. The coordinates shown are surface coordinates.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



09/10/2024

Chris Conrad, Reg. Professional Land Surveyor No. 5623

Date

Note: There is a plat to accompany this description.

M:\LJA~23-086~Seward Junction Loop\Description\Parcel 12~4.726 Ac_R2

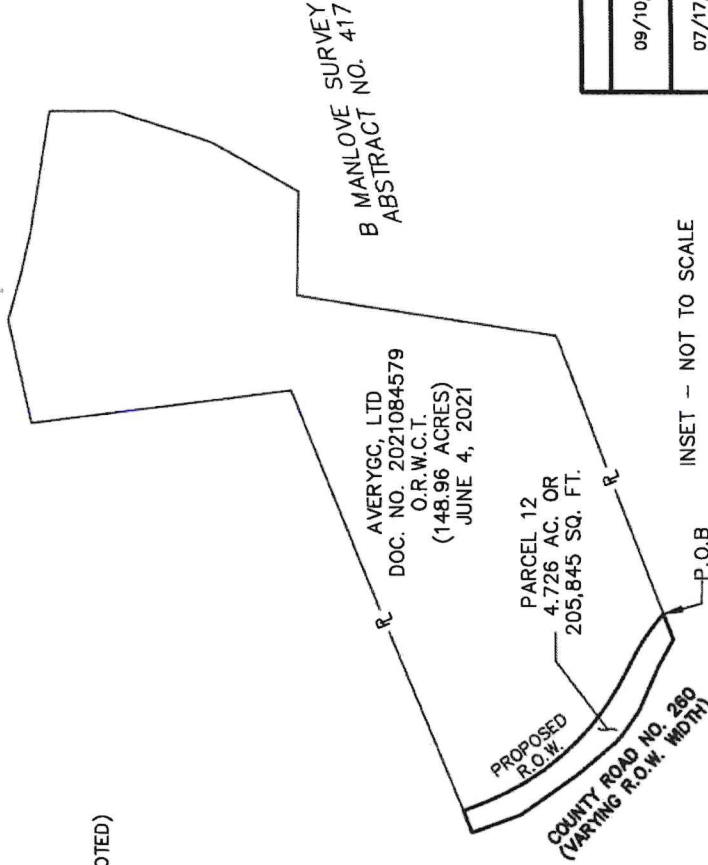
Issued 06/24/2024; Revised 07/17/2024; Revised 09/10/2024

WCAD ID R022487

SURVEY TO ACCOMPANY DESCRIPTION
OF 4.726 AC. OR 205,845 SQ. FT. OF LAND
OUT OF B MANLOVE SURVEY, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS

LEGEND


- △ CALCULATED POINT
● 1/2" IRON ROD FOUND
● 1/2" IRON ROD CAP STAMPED
● "RJ SURVEYING" FOUND (UNLESS NOTED)
● 1/2" IRON ROD WITH CAP
● STAMPED "MCGRAY MCGRAY" SET
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS
DEED RECORDS
D.R.W.C.T. WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
VOL./PG. VOLUME/PAGE
CAB/SLD CABINET/SLIDE
P.O.B. POINT OF BEGINNING
R. PROPERTY LINE
R.O.W. RIGHT OF WAY
(.....) RECORD INFORMATION



NOTES:
1. THIS PROJECT IS REFERENCED, FOR ALL BEARING AND COORDINATE BASIS, TO THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00. COORDINATES SHOWN HEREON ARE SURFACE COORDINATES AND IN U.S. SURVEY FEET.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE 09/10/2024
Note: There is a description to accompany this plat.
M:\LUA-23-086-Seward Junction Loop\Draw\Parcels\PROW-AVERYGC LTD\PROW-AVERYGC LTD.dwg

REVISIONS		
09/10/2024	BOUNDARY	
07/17/2024	PARCEL NAME UPDATE AND ADD ENGINEER'S BASELINE	
AREA TABLE – ACRES (SQUARE FEET)		
RECORD PROPERTY	ACQUISITION	REMAINDER
148.96 AC. (6,488,698 SF.)	4.726 AC. (205,845 SF.)	144.23 AC. (6,282,855 SF.)
<div><div>McGRAY & McGRAY LAND SURVEYORS, INC. 3301 HANCOCK DRIVE #6 AUSTIN, TEXAS 78731 MCGRAY.COM (512) 451-8591 TBPELS SURVEY FIRM #10095500</div></div>		
SCALE:	1" = 200'	—
DATE:	09/10/24	TECH: EAN
PROJECT:	23-086	FIELD: —
FIELD BOOK:	—	SHEET: 4 OF 5

**SURVEY TO ACCOMPANY DESCRIPTION
OF 4.726 AC. OR 205,845 SQ. FT. OF LAND
OUT OF B MANLOVE SURVEY, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS**

SCALE 1" = 200'

LINE TABLE		
LINE#	BEARING	DISTANCE
L1	S69°13'26"W	142.71'
L2	N61°27'34"W	160.91'
(L2)	(N61°33'33"W)	(159.96')
L3	N66°15'35"W	249.74'
(L3)	(N66°17'29"W)	(249.48')
L4	N55°41'50"W	152.41'
(L4)	(N55°58'57"W)	(152.87')
L5	N47°14'13"W	58.68'
(L5)	(N46°30'37"W)	(59.39')

THOMAS W. MCCOLLUM,
TRUSTEE OF THE
THOMAS W. MCCOLLUM
TRUST

DOC. NO. 2023089973
O.P.R.W.C.T.
(153.2 ACRES)
OCTOBER 23, 2023

CURVE TABLE				
CURVE#	LENGTH	RADIUS	DELTA	BEARING
C1	1,057.89'	1,425.00'	42°32'06"	S43°01'24"E
C2	305.45'	1,075.00'	16°16'47"	S56°09'03"E

AVERYGC, LTD
DOC. NO. 2021084579
O.R.W.C.T.
(148.96 ACRES)
JUNE 4, 2021

B MANLOVE SURVEY
B ABSTRACT NO. 417

CLYDE KRAUSE
VOL. 1672, PG. 391
O.R.W.C.T.
(85 ACRES)
JUNE 1, 1988

P.O.B.
SURFACE COORDINATE
N= 10,213,008.60
E= 3,073,572.85
STA. 266+46.53
75.00' LT

STA. 250+00
75.00' LT
STA. 250+97.89
75.00' LT

STA. 252+18.67
75.00' LT

PROPOSED R.O.W.

ENGINEER'S BASELINE

C1

PARCEL 12
4.726 AC. OR
205,845 SQ. FT.

STA. 263+32.23
75.00' LT

STA. 263+62.33
75.00' LT

C2

EXISTING R.O.W.

COUNTY ROAD NO. 260
(VARYING R.O.W. WIDTH)

HOLMES 29, LLC
DOC. NO. 2021176770
O.P.R.W.C.T.
(LOT 2)
NOVEMBER 18, 2021

LOT 2
4.82 ACRES
J & L SUBDIVISION
CAB. J, SLD. 297
P.R.W.C.T.

10' R.O.W.
DEDICATION
(PER PLAT)

L7 (L7)

L6 (L6)

L5 (L5)

L4 (L4)

L3 (L3)

L2 (L2)

L1 (L1)

REVISED: 09/10/2024
REVISED: 07/17/2024
ISSUED: 06/25/2024

WCAD ID R022487

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
MCGRAY.COM (512) 451-8591
TBPELS SURVEY FIRM #10095500

SCALE:	1" = 200'	-
DATE:	09/10/24	TECH: EAN
PROJECT:	23-086	FIELD: -
FIELD BOOK:	-	SHEET: 5 OF 5

EXHIBIT "B"

Parcel 12

SPECIAL WARRANTY DEED Seward Junction North 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 **AVERYGC, LTD., 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 4.726-acre (205,845 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 12)

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.

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 when the claim is by, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:

AVERYGC, LTD., a Texas limited partnership

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of _____, 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, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: