

REAL ESTATE CONTRACT

Ronald Reagan Boulevard (Corridor D) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **THEON RANCHES, LP, a Texas limited partnership** (referred to in this Contract as "Seller") 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 16.844-acre tract of land, more or less situated in the I. & G.N.R.R Co. Survey, Abstract No. 340, Williamson County, Texas, the location of which is generally shown on Exhibit "A" attached hereto;

Drainage Easement interest only to that certain .101-acre tract of land, more or less situated in the I. & G.N.R.R Co. Survey, Abstract No. 340, Williamson County, Texas, the location of which is generally shown on Exhibit "B" attached hereto;

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 situated on and attached to the Property shown in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

Seller will retain and not convey to Purchaser all of the oil, gas and other minerals owned by Seller in and under the Property (the "Mineral Reservation"). The term "minerals" means all oil, gas and other minerals in and under and that may be produced from the Property. If the Property is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it. In connection with the Mineral Reservation, Seller, on behalf of itself, its successors and assigns, and in exercise of its executive leasing rights, if any, will also forever release and relinquish all rights of ingress and egress to the surface of the Property 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 Property and upon the condition that none of such operations shall be conducted so near the surface of the Property 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 (the "Surface Waiver"); it being intended, however, that nothing shall affect the title and the rights of Seller 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 the Property for the construction and maintenance of future Corridor D. The foregoing Mineral Reservation and Surface Waiver will be incorporated into the Special Warranty Deed to be delivered at Closing.

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A" and the final survey to be completed as described herein, any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SEVEN HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED TWENTY-FIVE and 00/100 Dollars (\$733,725.00).

2.02. The Purchase Price for the drainage easement portion of the Property, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of THREE THOUSAND NINE HUNDRED SIXTY and 00/100 Dollars (\$3,960.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions and Additional Compensation

2.04. **Property Leaseback.** As additional consideration for the purchase of the Property, at Closing the parties shall enter into a written Grazing Lease agreement (the "Leaseback Agreement") wherein Purchaser, as Lessor, shall lease back the Property to Seller, as Lessee, according to the terms in the form shown in Exhibit "C" attached hereto and incorporated herein.

2.05. **Roadway Construction & Maintenance.** The parties agree that Seller, its successors and/or assigns, shall have no obligation to construct any portion of the proposed Corridor D roadway facility upon the Property unless otherwise specifically required by any applicable subdivision development regulations of Williamson County or other regulatory jurisdiction exercising legal authority over the remaining property of Seller (the "*Seller's Other Property*") at the time an application for development is submitted. Seller shall be responsible for construction of any approved driveways/roadways to the proposed Corridor D facility once it is constructed. Seller shall have no obligation for maintenance of the future Corridor D roadway facility, or any portion thereof which connects to Seller's Other Property which are formally accepted by Williamson County or other applicable regulatory jurisdiction.

2.06. **Utilities within the Right of Way Property.** The parties agree that any public utilities as defined by Texas law shall be permitted to locate within the Property according to any applicable Federal, State, and local statutes or Williamson County Right of Way utility permitting requirements in place at the time of application. Private utility providers shall be allowed to cross the Property at an angle not less than forty-five degrees by approved permit, but shall not be allowed to run parallel to the proposed roadway facilities along the length of the right of way Property.

2.07. **Public Purpose and Transfer.** The parties agree that the Property shall be used solely for public purposes as defined by Federal and/or State law, and that Purchaser shall only be permitted to transfer or assign the Property or any portion thereof to another entity which possess the right of eminent domain or legal power of condemnation.

2.08. **Potential Driveway Locations.** By execution of this Agreement, the parties acknowledge that the "*Seller's Other Property*" is subject to driveway location spacing and sight distance analysis under Williamson County access management rules in place at the time of application (the "*Access Rules*"), and current spacing requirements would appear to be adequate to allow two final permitted drive locations from the proposed Corridor D facility to the remainder (North) of *Seller's Other Property*. Any driveway permit sought by Seller for access to Seller's Other Property to Ronald Reagan Boulevard/Corridor D shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane. If and when Corridor D/Ronald Reagan is expanded to four (4) lanes or other divided frontage road design segment, *but not before*, any driveway for the benefit of Seller's Other Property shall be restricted to right turn in/right turn out. (the "*Right Turn Requirements*"). For the avoidance of doubt, the Right Turn Requirements shall *only* be a condition for a driveway permit to service Seller's Other Property if such permit application is submitted after the completion of the proposed divided frontage road configuration (the "*Ronald Reagan Expansion*") with any application for driveway permit before the Ronald Reagan Expansion not being subject to the Right Turn Requirements for initial installation, but in any event shall otherwise become subject to the Right Turn Requirements upon construction of the Ronald Reagan Expansion.

The provisions and agreement terms contained in Sections 2.04-2.08 shall survive the Closing of this transaction and are not merged herein.

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

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 current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 31, 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 all of the Property described in Exhibit "A" and a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas in and across all of the Property described in Exhibit "B", all free and clear of any and all monetary liens, restrictions and leases, 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 Deed shall be in the form as set out in Exhibit "D" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (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".
- (d) Deliver to Purchaser possession of the Property if not previously done, subject to the terms of the Leaseback Agreement.

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 Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. 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 but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction 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, including the survey deletion and any endorsements, and survey to be paid by Purchaser.
- (2) Special Warranty 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 and as otherwise stated herein, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive from Purchaser 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 insure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas 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.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Ronald Reagan Boulevard Extension (Corridor D) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan, and this Contract is being executed in lieu of condemnation proceedings that could be initiated by Purchaser.

[signature page follows]

SELLER:

THEON RANCHES, LP,
a Texas limited partnership
By: Theon Ranches GP, LLC,
a Texas limited liability company,
its General Partner

By: 
Daniel Voss (Sep 24, 2024 20:47 CDT)

Address: 5700 CR 234

Name: Daniel Voss

Jarrell, TX 76537

Title: President

Date: 24/09/24

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey
Valerie Covey
County Commissioner

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

Date: Oct 2, 2024

CORR D

Title Company's Acceptance and Receipt of Contract

Title Company, by its execution and delivery of this Real Estate Contract, acknowledges receipt of a fully executed counterpart of this Real Estate Contract on _____, 2024.

Longhorn Title Company

By: _____

Printed Name: _____

Title: _____

Longhorn Title Company

Physical Address: _____

Mailing Address: _____

Telephone: _____

Facsimile: _____

Email: _____

Exhibit "A"

County: Williamson
Project: Corridor D - Ronald Reagan Extension
Tax ID: R012756
Parcel: Theon Ranches, LP, ROW PARCEL - 16.844 acre

METES AND BOUNDS DESCRIPTION

FOR A 16.844 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 2022118171 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 16.844 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTHS OF AUGUST AND SEPTEMBER 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found (Grid Coordinates: N=10253684.53, E=3194104.55) monumenting the most southerly southwest corner of said 238.46 acre Theon Ranches, LP tract, the northwest corner of the called 1.906 acre tract of land conveyed to the State of Texas, recorded in Volume 440, Page 27 of the Deed Records of Williamson County, Texas, the northeast corner of the called 1.512 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 163 of the Deed Records of Williamson County, Texas and the southeast corner of the called 121.867 acre tract of land conveyed to Eyemagine, LLC, recorded in Document No. 2015037989 of the Official Public Records of Williamson County, Texas, said 121.867 acre tract of land being more fully described in Document No. 9912902 of the Official Records of Williamson County, Texas, same being on the north right-of-way line of FM 972 (80' Right-of-way width), for the southwest corner and **POINT OF BEGINNING** hereof, from which a TxDOT Type I monument found (leaning) monumenting an angle point of the south boundary line of said 121.867 acre Eyemagine, LLC tract, same being on said north boundary line of said 1.512 acre State of Texas tract and said north right-of-way line of FM 972, bears N 72°32'35" W for a distance of 1254.46 feet;

THENCE, **N 16°37'39" E** with the west boundary line of said 238.46 acre Theon Ranches, LP tract and the east boundary line of said 121.867 acre Eyemagine, LLC tract for a distance of **308.88 feet** to a calculated point for the northwest corner hereof, from which a 1/2" iron pipe found monumenting an angle point on said west boundary line of the 238.46 acre Theon Ranches, LP tract and said east boundary line of the 121.867 acre Eyemagine, LLC tract, bears N 16°37'39" E for a distance of 1908.12 feet;

THENCE, **S 72°14'50' E** through the interior of said 238.46 acre Theon Ranches, LP tract for a distance of **2427.93 feet** to a calculated point on the east boundary line of said 238.46 acre Theon Ranches, LP tract and the west right-of-way line of County Road 301 (right-of-way width varies) for the northeast corner hereof, from which an axle found monumenting an angle point of said east boundary line of said 238.46 acre Theon Ranches, LP tract and said west right-of-way line of County Road 301, bears N 17°11'59" E for a distance of 1672.51 feet;

County: Williamson
Project: Corridor D - Ronald Reagan Extension
Tax ID: R012756
Parcel: Theon Ranches, LP, ROW PARCEL - 16.844 acre

THENCE, with said east boundary line of the 238.46 acre Theon Ranches, LP tract and said west right-of-way line of County Road 301, the following two (2) courses and distances:

1. **S 17°11'59" W** for a distance of **261.31 feet** to a 1/2" iron rod found for the most easterly southeast corner hereof;
2. **S 61°24'34" W** for a distance of **20.46 feet** to a TxDot Type I monument found (broken) monumenting an angle point of said north boundary line of the said 1.906 acre State of Texas tract, same being on an angle point in said north right-of-way line of FM 972, for an angle point hereof;

THENCE, with the south boundary line of said 238.46 acre Theon Ranches, LP tract, said north boundary line of the 1.906 acre State of Texas tract, and said north right-of-way line of FM 972, the following two (2) courses and distances:


1. **S 62°06'07" W** for a distance of **28.69 feet** to a TxDOT Type I monument found (leaning) on an angle point in said north right-of-way line of FM 972, for the most southerly southeast corner hereof;
2. **N 72°32'23" W** for a distance of **2390.24 feet** to the **POINT OF BEGINNING** hereof and containing 16.844 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 0.99985005 per Document No. 2023093551 of the Official Public Records of Williamson County, Texas.

Date: September 06, 2024

PRELIMINARY FOR REVIEW – NOT TO BE RECORDED

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

Z:\WCRB__2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\RR BLVD EAST OF IH35 THEON RANCHES ROW PARCEL 2024-101\RONALD REAGAN EXTENSION- THEON RANCHES ROW PRELIMINARY PARCEL M&B 20240906.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.844 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 2022118171 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 11481 FM 972, GRANGER, TX 76530

SCALE: 1" = 100'



PROPOSED
D.E. PARCEL
0.101 AC.

THEON RANCHES, LP
CALLED 238.46 AC. (TRACT 2)
DOC. NO. 2022118171
WILLAMSON CENTRAL APPRAISAL
DISTRICT (WCAD)
PROPERTY ID: R012756

PROPOSED R.O.W. LINE

PROPOSED R.O.W. LINE

EYEMAGINE, LLC
CALLED 121.867 AC.
DOC. NO. 2015037989
DESCRIBED IN
DOC. NO. 9912902

GRID COORDINATES:
N=10253684.53
E=3194104.55
P.O.B.

INTERNATIONAL AND GREAT NORTHERN
RAILROAD COMPANY SURVEY
ABSTRACT NO. 340

R.O.W. PARCEL
16.844 AC.

LEANING
N72°32'35"W
STATE OF TEXAS
CALLED 1.512 AC.
VOL. 439, PG. 163
STATE OF TEXAS
CALLED 5.118 AC.
VOL. 439, PG. 523
N72°32'12"W
1254.40'

EXISTING R.O.W. LINE
1254.46'
EXISTING R.O.W. LINE
N16°37'39"E 1908.12'

STATE OF TEXAS
CALLED 1.906 AC.
VOL. 440, PG. 27
ASPHALT ROADWAY
FM 972 (80' R.O.W. WIDTH)
APPROXIMATE SURVEY LINE

JOHN M. SCOTT
REMNANT PORTION OF
CALLED 101-8/10 AC.
(TRACT NO. ONE)
DOC. NO. 2005063199
THOMAS MALONE SURVEY
ABSTRACT NO. 445
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 76628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

PRELIMINARY - NOT TO BE RECORDED

MATCHLINE SHEET 2

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.844 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 202218171 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 11481 FM 972, GRANGER, TX 76530

THEON RANCHES, LP
CALLED 238.46 AC. (TRACT 2)
DOC. NO. 202218171
WILLAMSON CENTRAL APPRAISAL
DISTRICT (WCAD)
PROPERTY ID: R012756

SCALE: 1" = 100'

S72°14'50"E

2427.93'

PROPOSED R.O.W. LINE

R.O.W. PARCEL
16.844 AC.

STATE OF TEXAS
CALLED 1.906 AC.
VOL. 440, PG. 27

INTERNATIONAL AND GREAT NORTHERN
RAILROAD COMPANY SURVEY
ABSTRACT NO. 340

N72°32'23"W

EXISTING R.O.W. LINE

2390.24'

GRAVE

FM 972 (80' R.O.W. WIDTH)

ASPHALT ROADWAY

OU

OU

PP

OU

OU

PP

OU

EXISTING R.O.W. LINE

PP

OU

OU

PP

OU

OU

PP

STATE OF TEXAS
CALLED 5.118 AC.
VOL. 439, PG. 523

JOHN M. SCOTT
REMNANT PORTION OF
CALLED 101-8/10 AC.
(TRACT NO. ONE)
DOC. NO. 2005063199

THOMAS MALONE SURVEY
ABSTRACT NO. 445

SHEET 2 OF 4

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 76628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

PRELIMINARY - NOT TO BE RECORDED

MATCHLINE SHEET 1

MATCHLINE SHEET 3

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.844 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 202218171 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 11481 FM 972, GRANGER, TX 76530

THEON RANCHES, LP
CALLED 238.46 AC. (TRACT 2)
DOC. NO. 202218171
WILLAMSON CENTRAL APPRAISAL
DISTRICT (WCAD)
PROPERTY ID: R012756

PROPOSED R.O.W. LINE
S72°14'50"E 2427.93'

R.O.W. PARCEL
16.844 AC.

STATE OF TEXAS
CALLED 1.906 AC.
VOL. 440, PG. 27

INTERNATIONAL AND GREAT NORTHERN
RAILROAD COMPANY SURVEY
ABSTRACT NO. 340

N72°32'23"W

2390.24'

ASPHALT ROADWAY

FM 972 (80' R.O.W. WIDTH)

EXISTING R.O.W. LINE

APPROXIMATE SURVEY LINE

STATE OF TEXAS
CALLED 5.118 AC.
VOL. 439, PG. 523

JOHN M. SCOTT
REMNANT PORTION OF
CALLED 101-8/10 AC.
(TRACT NO. ONE)
DOC. NO. 2005063199

THOMAS MALONE SURVEY
ABSTRACT NO. 445

N17°11'59"E 1672.51'

N17°20'44"E

SCALE: 1" = 100'

CRAIG WILLIAM HALL, TRUSTEE
OF THE CRAIG WILLIAM HALL
TRUST OF 1999
CYNTHIA DIANA HALL LANHAM,
TRUSTEE OF THE CYNTHIA
DIANA HALL LANHAM TRUST OF
1999
KIMBERLY HALL WINDHAM,
TRUSTEE OF THE KIMBERLY
HALL WINDHAM TRUST OF 1999
DIANA HALL, TRUSTEE OF THE
DIANA HALL, TRUST OF 1999
CALLED 102.96 AC.
DOC. NO. 9925742

S17°11'59"W 261.31'

EXISTING R.O.W. LINE
COUNTY ROAD 301 (R.O.W. WIDTH VARIES)

LEFT-RIGHT
ARROW SIGN
BROKEN
LEADING

EXISTING R.O.W. LINE
FM 972
(80' R.O.W. WIDTH)
STATE OF TEXAS
CALLED 5.055 AC.
VOL. 439, PG. 182

MCKINNEY AND WILLIAMS SURVEY
ABSTRACT NO. 461

E.I. CERYENKA
CALLED 31.39 AC.
(TRACT ONE)
VOL. 940, PG. 29

SHEET 3 OF 4

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 76628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

PRELIMINARY - NOT TO BE RECORDED

MATCHLINE SHEET 2

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.844 ACRE TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 202218171 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 11481 FM 972, GRANGER, TX 76530

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S61°24'34"W	20.46'
L2	S62°06'07"W	28.69'
L3	S17°27'48"W	79.63'
L4	S17°25'08"W	79.49'
L5	S72°39'16"E	41.48'
L6	S17°20'44"W	14.52'
L7	S72°29'16"E	24.15'
L8	S27°29'16"E	28.29'

NOTES:

- 1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005 PER DOCUMENT NO. 2023093551 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
 - 2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
 - 3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' (NO SCREEN) AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0175F, FOR WILLIAMSON COUNTY, TEXAS, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.
 - 4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.
 - 5) PROPOSED RIGHT-OF-WAY LINE SHOWN HEREON PER CAD FILE '33331.ROW_PROPOSED.DGN' IN GRID COORDINATES RECEIVED FROM HNTB ON JULY 31, 2024. SURVEYOR SCALED PROPOSED RIGHT-OF-WAY TO SURFACE COORDINATES USING THE COMBINED SURFACE ADJUSTMENT FACTOR OF 0.99985005.
- To: Williamson County, Texas, exclusively.
- I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 7, 2024. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDER SIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED

SHANE SHAFER, R.P.L.S. NO. 5281
SEPTEMBER 6, 2024
DATE

LEGEND

- IRON ROD FOUND
- IRON PIPE FOUND
- ⊙ AXLE FOUND
- TxDOT TYPE I MONUMENT FOUND
- ▽ CALCULATED POINT
- POWER POLE
- DOWN GUY
- EPBX ELECTRIC PULL BOX
- TP TELEPHONE PEDESTAL
- ⌵ UNDERGROUND TELEPHONE MARKER
- ⌵ UNDERGROUND CABLE MARKER - SBC
- ⌵ REFLECTOR POST
- ⌵ SIGN
- X — X — WIRE FENCE
- OU — OVERHEAD UTILITY LINE
- — — — — EDGE OF PAVEMENT
- · — · — · — · — PROPOSED R.O.W. LINE
- MG METAL GATE
- SWB SOUTHWESTERN BELL TELEPHONE COMPANY
- HDWL HEADWALL
- CDS CONCRETE DRAINAGE STRUCTURE
- RCP REINFORCED CONCRETE PIPE
- CMP CORRUGATED METAL PIPE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

SHEET 4 OF 4

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Exhibit "B"

County: Williamson
Project: Corridor D - Ronald Reagan Extension
Tax ID: R012756
Parcel: Theon Ranches, LP, DE Parcel – 0.101 acre

METES AND BOUNDS DESCRIPTION

FOR A 0.101 ACRE (4,400 SQ. FT.) TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 2022118171 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.101 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTHS OF AUGUST AND SEPTEMBER 2024, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron pipe found (Grid Coordinates: N=10253684.53, E=3194104.55) monumenting the most southerly southwest corner of said 238.46 acre Theon Ranches, LP tract, the northwest corner of the called 1.906 acre tract of land conveyed to the State of Texas, recorded in Volume 440, Page 27 of the Deed Records of Williamson County, Texas, the northeast corner of the called 1.512 acre tract of land conveyed to the State of Texas, recorded in Volume 439, Page 163 of the Deed Records of Williamson County, Texas and the southeast corner of the called 121.867 acre tract of land conveyed to Eyemagine, LLC, recorded in Document No. 2015037989 of the Official Public Records of Williamson County, Texas, said 121.867 acre tract of land being more fully described in Document No. 9912902 of the Official Records of Williamson County, Texas, same being on the north right-of-way line of FM 972 (80' Right-of-way width), from which a TxDOT Type I monument found (leaning) monumenting an angle point of the south boundary line of said 121.867 acre Eyemagine, LLC tract, same being on said north boundary line of said 1.512 acre State of Texas tract and said north right-of-way line of FM 972, bears N 72°32'35" W for a distance of 1254.46 feet;

THENCE, N 16°37'39" E with the west boundary line of said 238.46 acre Theon Ranches, LP tract and the east boundary line of said 121.867 acre Eyemagine, LLC tract for a distance of 308.88 feet to a calculated point on the proposed north right-of-way line of Corridor D – Ronald Reagan Extension, from which a 1/2" iron pipe found monumenting an angle point on said west boundary line of the 238.46 acre Theon Ranches, LP tract and said east boundary line of the 121.867 acre Eyemagine, LLC tract, bears N 16°37'39" E for a distance of 1908.12 feet;

THENCE, S 72°14'50" E through the interior of said 238.46 acre Theon Ranches, LP tract, same being with said proposed north right-of-way line of Corridor D, for a distance of 157.67 feet to a calculated point (Grid Coordinates: N=10253932.38, E=3194343.06), for the southwest corner and **POINT OF BEGINNING** hereof;

County: Williamson
Project: Corridor D - Ronald Reagan Extension
Tax ID: R012756
Parcel: Theon Ranches, LP, DE Parcel – 0.101 acre

THENCE, continuing though said interior of the 238.46 acre Theon Ranches, LP tract, the following three (3) courses and distances:

1. **N 17°45'10" E** for a distance of **44.00 feet** to a calculated point for the northwest corner hereof;
2. **S 72°14'50" E** for a distance of **100.00 feet** to a calculated point for the northeast corner hereof;
3. **S 17°45'10" W** for a distance of **44.00 feet** to a calculated point on a point in said proposed north right-of-way line of Corridor D, for the southeast corner hereof;


THENCE, **N 72°14'50" W** continuing through said interior of the 238.46 acre Theon Ranches, LP tract, same being with said proposed north right-of-way line of Corridor D, for a distance of **100.00 feet** to the **POINT OF BEGINNING** hereof and containing 0.101 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor of 0.99985005 per Document No. 2023093551 of the Official Public Records of Williamson County, Texas.

Date: September 06, 2024

PRELIMINARY FOR REVIEW – NOT TO BE RECORDED

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

Z:\WCRB__2024 WCRB WA-4 ON-CALL ROW TRACTS HNTB 2024-101\RR BLVD EAST OF IH35 THEON RANCHES ROW PARCEL 2024-101\RONALD REAGAN EXTENSION- THEON RANCHES DE PRELIMINARY PARCEL M&B 20240906.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.101 ACRE (4,400 SQ. FT.) TRACT OF LAND SITUATED IN THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY SURVEY, ABSTRACT NO. 340, WILLAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE CALLED 238.46 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO THEON RANCHES, LP, RECORDED IN DOCUMENT NO. 2022118171 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS
PROPERTY ADDRESS: 11481 FM 972, GRANGER, TX 76530

SCALE: 1" = 100'

THEON RANCHES, LP
CALLED 238.46 AC. (TRACT 2)
DOC. NO. 2022118171
WILLAMSON CENTRAL APPRAISAL
DISTRICT (WCAD)
PROPERTY ID: R012756

EYEMAGINE, LLC
CALLED 121.867 AC.
DOC. NO. 2015037989
DESCRIBED IN
DOC. NO. 9912902

GRID COORDINATES:
N=10253932.38
E=3194343.06

GRID COORDINATES:
N=10253684.53
E=3194104.55

STATE OF TEXAS
CALLED 1.906 AC.
VOL. 440, PG. 27

STATE OF TEXAS
CALLED 1.906 AC.
VOL. 440, PG. 27

JOHN M. SCOTT
REMNANT PORTION OF
CALLED 101-8/10 AC.
(TRACT NO. ONE)
DOC. NO. 2005063199

THOMAS MALONE SURVEY
ABSTRACT NO. 445

SHEET 1 OF 2

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

PRELIMINARY - NOT TO BE RECORDED

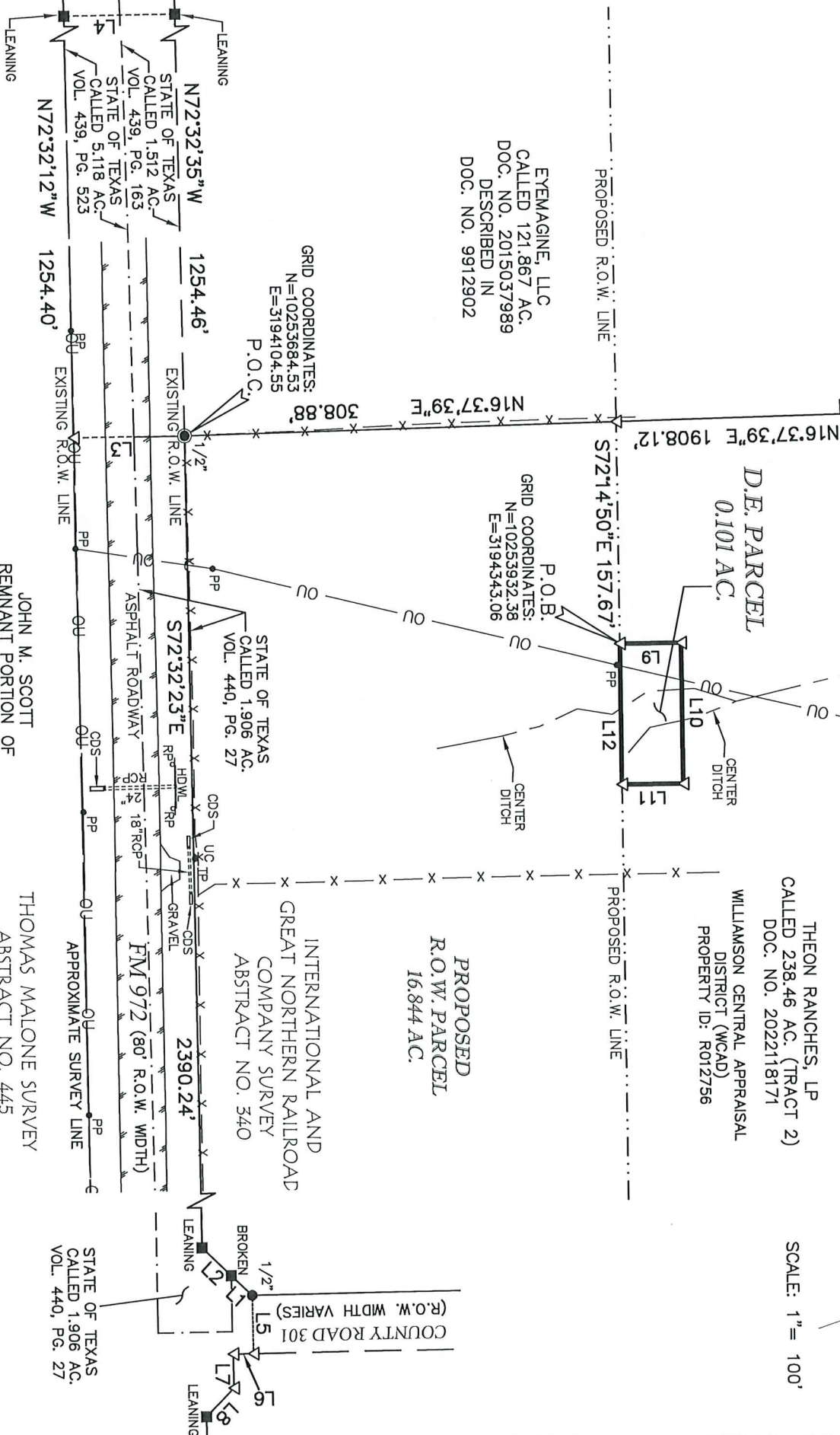


Exhibit "C"

FARM AND GRAZING LEASE

Corridor D Right of Way

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Lessor", and DANIEL S. VOSS DBA VOSS RANCH, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of one tract of land containing approximately **16.844 acres**, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years, commencing on the 1st day of _____, 2024 (the "Commencement Date") and terminating on the _____, 2027 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period: _____, 2024 to _____, 2025 (12 months)

Second Lease Period: _____, 2025 to _____, 2026 (12 months)

Third Lease Period: _____, 2026 to _____, 2027 (12 months)

Fourth Lease Period: _____, 2027 to _____, 2028 (12 months)

ARTICLE 2: RENT; PAYMENT OF RENT

- A. Rent for First Lease Period:** Lessee agrees to pay to Lessor, as annual rent for the Premises, the sum of \$200 for the First Lease Period.

- B. Rent Adjustments Following First Lease Period:** Following the First Lease Period, the annual rent will increase by \$25 for each additional annual Lease Period.
- C. Payment of Rent:** The payment of the total annual rental amount for each lease period shall be paid in full at the beginning of each lease period.
- D. Place of Payment:** All annual rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. **Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (i.e. ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.**

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops and/or grazing cattle, together with all other purposes and activities usually and customarily associated with a farming and/or cattle operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops, grazing of cattle or to alter the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee may not place any other animal other than cattle on the premises. Thus, there shall be no bison or other form of livestock, including, but not limited to horses; mules; asses; sheep;

goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.
- B. In relation to cattle operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.
- C. Construct, keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.
- D. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.
- E. Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- F. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor,

or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

G. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

H. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

I. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM

ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE, HOWEVER, ONCE LESSOR STARTS CONSTRUCTION ON THE ROADWAY, THIS INDEMNIFICATION PROVISION WILL TERMINATE AND LESSEE SHALL NOT INDEMNIFY LESSOR.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee shall, upon execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A.** enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B.** may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and

expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

- C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and

retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property, other than cattle or grazing livestock, of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are assigned or sold by Lessor to a third party, the Lessor or its successor may terminate this Lease by providing Lessee with its election to terminate and, in such event, Lessee shall vacate the Premises no later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice of its election to terminate.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES 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 (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent

domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

I. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

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

LESSEE: DANIEL S. VOSS DBA VOSS RANCH
At the address set forth on the signature page below.

J. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

L. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 2024.
[signature page follows]

Lessor:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr., County Judge
Address: 710 Main Street, Georgetown, Texas 78626

Lessee:

Daniel S. Voss
dba Voss Ranch

Address: 5700 CR 234, Jarrell, Texas 76537

Exhibit "A" to Farm and Grazing Lease

Exhibit "D"

Corridor D

SPECIAL WARRANTY
DEED
Corridor D 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 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 **THEON RANCHES, 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 or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 16.844-acre tract of land, more or less situated in the I. & G.N.R.R Co. survey, Abstract No. 340, Williamson County, Texas, the location of which is generally shown on Exhibit "A" attached hereto;

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 future Corridor D.

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:

THEON RANCHES, LP,
a Texas limited partnership

By: Theon Ranches GP, LLC, a
Texas limited liability company,
its General Partner

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day
of _____, 2024 by _____, in his/her capacity as
_____(title) of Theon Ranches GP, LLC, a Texas limited liability company, in
its capacity as General Partner of Theon Ranches, LP, a Texas limited partnership, in the
capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield,
PLLC 309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Exhibit "A" to Special Warranty Deed

Exhibit "E"

DRAINAGE EASEMENT

Corridor D

THE STATE OF TEXAS

,

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

,

That **THEON RANCHES, LP, a Texas limited partnership** their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

Drainage Easement interest only in that certain .101-acre tract of land, more or less situated in the I. & G.N.R.R. Co. survey, Abstract No. 340, Williamson County, Texas, the location of which is generally shown on Exhibit "A" attached hereto.

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibits "A-B" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making

connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and 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 grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor, its successors and assigns covenant not to convey any other easement or conflicting rights within, or otherwise use for drainage purposes, the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2024.

[signature page follows]

THEON RANCHES, LP,
a Texas limited partnership
By: Theon Ranches GP, LLC, a
Texas limited liability company,
its General Partner

Its: _____

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____, in his/her capacity as _____(title) of Theon Ranches GP, LLC, a Texas limited liability company, in its capacity as General Partner of Theon Ranches, LP, a Texas limited partnership, in the capacity and for the purposes and consideration recited herein.

3.

Exhibit "A" to Drainage Easement