

AGREEMENT FOR GIFT OF REAL PROPERTY

Bagdad Road @ CR 279 Right of Way

This **AGREEMENT FOR GIFT OF REAL PROPERTY** ("Agreement") is entered into as of the date set forth below by and between **BLUE HOLE REAL ESTATE INVESTMENT, LLC**, hereinafter referred to as "Donor," and the **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as "County". Donor desires to donate to County, and County desires to accept from Donor, the property which is more particularly identified as 0.534 acre in Exhibit "A" attached hereto (collectively the "Parcel").

IN CONSIDERATION of the mutual covenants set forth herein, Donor and County hereby agree as follows:

Section 1. Transfer & Acceptance.

- a. Donor shall convey and grant indefeasible title in and to the Parcel, free and clear of any monetary liens and encumbrances after title inspection by County at its sole expense, to County by deed in the form as shown in Exhibit "B" attached hereto. The deed shall be fully executed, notarized, and delivered to County by Donor within thirty (30) days following final approval and execution of this Agreement by County, completion of metes and bounds property surveys for the Parcel at County's sole expense, and recording of any release of liens or other title curative items.
- b. The County accepts the public dedication of the Parcel from the Donor. The County shall accept from the Donor title to, and interest in, the Parcel.

Section 2. Consideration. As a condition of Donor's gift and assignment of its interests in the Parcel to County, the County agrees to the following:

- a. Property Valuation. For purposes of this Agreement the Parcel is valued at Fifty Thousand Seven Hundred Twenty-Three and 00/100 Dollars (\$50,723.00), was determined using an appraisal report dated December 22, 2022, prepared for County in connection with proposed acquisition of the Parcel.
- b. Improvement Compensation. Under the terms of that certain Possession and Use Agreement recorded as Document No. 20230759097, Official Records of Williamson County, Texas, County paid donor the sum of Seventeen Thousand and 00/100 Dollars (\$17,000.00). Donor acknowledges receipt of this prior payment in full and final satisfaction of compensation for the acquisition of any improvements upon the Parcel, and any remainder damage or curative costs resulting from the acquisition and conveyance of the Parcel.
- c. Driveway Reconstruction. As an additional form of consideration for this transaction, and as an obligation which shall survive the completion of the conveyance of the Parcel by Donor herein, County agrees at its sole cost to cause certain additional driveway improvements within the Parcel and upon the remaining property of Donor to be constructed as part of its

proposed Bagdad Road roadway improvement project (the "Drive Improvements"). The Drive Improvements shall be constructed by County at the time of the construction of the Bagdad Road project by County near the property in substantial compliance with the plans, notes, location and specifications as shown in Exhibit "C" attached hereto and incorporated herein (the "Plans"), and by execution of this Agreement Donor shall allow County, its contractors and agents to temporarily enter the remaining property of Donor in the limited locations and time period as reasonably required to carry out the obligations of this paragraph.

Section 3. Representations and Warranties. The County hereby represents and warrants that:

- a. County accepts the Parcel **AS IS, IN ITS PRESENT CONDITION.**

Section 4. Donor's Duties, Representations and Warranties.

- a. Donor shall be responsible for the prorated payment of General real estate taxes, if any, for the then current year relating to the Parcel through the date of Deed conveyance described herein. Agricultural roll-back taxes which directly result from this conveyance, if any, shall be paid by County.
- b. Donor may realize any proper tax benefit or future Road District reimbursement to which it is entitled through this gift of real property, and County shall provide any reasonable assistance requested by Donor to complete any required documentation for same.
- c. Donor understands and acknowledges that Donor has been informed of the entitlement to receive fair market value payment for the Parcel, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving those rights.
- d. Drive Improvements Maintenance. As an obligation which shall survive the conveyance of the Parcel, Donor shall own and otherwise be responsible for all operation and maintenance of the Driveway Improvements described herein at its sole cost following completion of construction and acceptance by County in accordance with the Plans.

Section 5. Assigns; Beneficiaries. Neither the County nor Donor shall have the right to assign this Agreement to any party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and shall be a covenant that runs with the land and may be recorded by the County. This Agreement is for the sole benefit of Donor and County. Once County has vested title to the Parcel it

may only be transferred to another governmental entity with the power of condemnation, or returned to the Donor, its successors and assigns.

Section 6. Entire Agreement. This Agreement is the entire agreement between Donor and County concerning the gift of interest in the Parcel, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing, and signed by the party to be bound.

Section 7. Choice of Law; Venue; Dispute Resolution. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any action brought under or with regard to this Agreement or the breach of this Agreement is in *Williamson County*, Texas, except to the extent otherwise mandated by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Agreement or the breach of same.

Section 8. Agreement in Lieu of Eminent Domain. The parties agree that this contract was reached in lieu of condemnation and the obligations and consideration state herein are in lieu of eminent domain.

[signature pages follow]

EXECUTED BY the County and by Donor as follows:

DONOR:

BLUE HOLE REAL ESTATE INVESTMENT, LLC

By: John Colin Suttles

Name: JOHN COLIN SUTTLES

Its: MANAGER

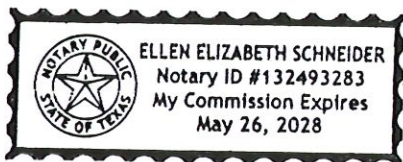
Date: 5/28/25

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on May 28, 2025,
by John Colin Suttles, in the capacity and for the purposes and consideration
recited therein.



Ellen Elizabeth Schneider

Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: Snell
Steve Snell (Jun 4, 2025 16:25 CDT)
Steven Snell, County Judge

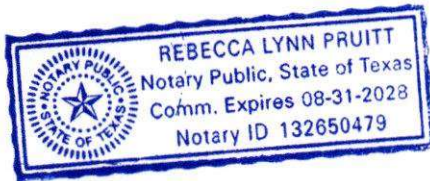
Date: Jun 4, 2025

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on June 4, 2025,
by Steven Snell, Williamson County Judge, in the capacity and for the purposes and
consideration recited therein.



Rebecca Lynn Pruitt
Notary Public, State of Texas

County: Williamson
Parcel : 13 -Blue Hole
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.534 ACRE (23,246 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 20.00 ACRE TRACT OF LAND (TRACT 1) DESCRIBED AND DEPICTED IN GENERAL WARRANTY DEED TO BLUE HOLE REAL ESTATE INVESTMENT, LLC RECORDED IN DOCUMENT NO. 2019115189 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.534 ACRE (23,246 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 113.27 feet left of Bagdad Road Baseline Station 284+69.64 (Grid Coordinates determined as N=10,207,435.73 E=3,059,276.98), being in the southerly boundary line of said 20.00 acre tract, same being the northerly boundary line of that called 10.00 acre tract of land described in Warranty Deed With Vendor's Lien to Action Propane, Inc. described in Volume 1227, Page 650 of the Official Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 10" creosote post found, being an ell corner in the southerly boundary line of said 20.00 acre tract, same being the northwesterly corner of said 10.00 acre tract bears S 73°08'08" W, at a distance of 490.21 feet;

- 1) **THENCE**, departing said 10.00 acre tract, with said proposed westerly ROW line, through the interior of said 20.00 acre tract, N 47°22'04" W, for a distance of 263.84 feet to an Iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 136.16 feet left of Bagdad Road Baseline Station 287+48.47, in the existing southerly ROW line of Old County Road (C.R.) 279 (ROW width varies), same being the northerly boundary line of said 20.00 acre tract, for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "FOREST 1847" found, in said existing southerly ROW line, being an angle point in the northerly boundary line of said 20.00 acre tract, bears S 76°56'21" W, at a distance of 104.89 feet;

THENCE, departing said proposed westerly ROW line, with said northerly boundary line of the 20.00 acre tract, same being said existing southerly ROW line of Old C.R. 279 the following three (3) courses:

- 2) N 76°56'21" E, for a distance of 23.53 feet to a 1/2" iron rod found, for an angle point;
- 3) S 86°47'29" E, for a distance of 62.45 feet to a 1/2" iron rod found, for an angle point;
- 4) S 77°16'31" E, for a distance of 47.63 feet to a 3/8" iron rod found, being the apparent intersection of the existing westerly ROW line of C.R. 279 (Bagdad Road);

THENCE, departing said Old C.R 279, with the existing westerly ROW line of C.R 279 (Bagdad Road), same being the easterly boundary line of said 20.00 acre tract, the following three (3) courses:

- 5) S 60°18'56" E, for a distance of 69.60 feet to a 3/8" iron rod found, for an angle point;
- 6) S 56°46'17" E, for a distance of 2.14 feet to an 80D nail found, being the northerly corner of that called 0.0369 acre ROW tract described in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County, Texas) recorded in Document No. 1996036915 of the Official Records of Williamson County, Texas, for a point of curvature to the right;

County: Williamson
Parcel : 13 -Blue Hole
Highway: Bagdad Rd (CR 279)

- 7) with the westerly boundary line of said 0.0369 acre ROW dedication tract, along a non-tangent curve to the right having a delta angle of $08^{\circ}01'33''$, a radius of **1,056.00** feet, an arc length of **147.92** feet and a chord which bears **S $46^{\circ}21'39''$ E**, for a distance of **147.80** feet to a 1/2" iron rod found, for the southeasterly corner of said 20.00 acre tract, same being the southwesterly corner of said 0.0369 acre ROW dedication tract, being the northeasterly corner of said 10.00 acre tract, also being the northwesterly corner of that called 0.1691 ROW tract described in Right-Of-Way Dedication to County Judge John Doerfler (Williamson County, Texas) recorded in Document No. 1996065717 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;
- 8) **THENCE**, departing said existing westerly ROW line, with the southerly boundary line of said 20.00 acre tract, same being the northerly boundary line of said 10.00 acre tract, **S $73^{\circ}08'08''$ W**, for a distance of **111.64** feet to the **POINT OF BEGINNING**, containing 0.534 acres (23,246 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

23 SEP 2022
Date



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08° 01' 33"	1,056.00'	147.92'	147.80'	S46° 21' 39"E
(C1)	(08° 02' 00")	(1,056.00')	(148.06')	(147.94')	(S46° 18' 16"E)

LEGEND

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

NO.	DIRECTION	DISTANCE
L1	N76° 56' 21"E	23.53'
L2	S86° 47' 29"E	62.45'
(L2)	(S86° 53' 06"E)	(62.38')
L3	S77° 16' 31"E	47.63'
(L3)	(N77° 27' 19"E)	(47.93')
L4	S60° 18' 56"E	69.60'
(L4)	(S60° 06' 51"E)	(69.24')
L5	S56° 46' 17"E	2.14'
(L5)	(S55° 29' 45"E)	(2.03')

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-165829, ISSUED BY TITLE RESOURCES GUARANTY INSURANCE COMPANY, EFFECTIVE DATE AUGUST 01, 2022, ISSUE DATE AUGUST 10, 2022.

2. AN INGRESS AND EGRESS EASEMENT AS DESCRIBED IN DOCUMENT NO. 2017050805, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

4. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RIGHT-OF-WAY DEDICATION OF RECORD IN DOCUMENT NO. 9636915 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

DATE

ACTION PROPANE, INC.
EXHIBIT "A"
10.00 ACRES
VOL. 1227, PG. 650
O.R.W.C.T.



PARCEL PLAT SHOWING PROPERTY OF
**BLUE HOLE REAL
ESTATE INVESTMENT LLC**

PARCEL 13
0.534 ACRES
23,246 Sq. Ft.

SCALE
1" = 60'

PROJECT
BAGDAD ROAD

COUNTY
WILLIAMSON

PAGE 3 OF 3

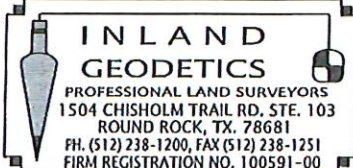


EXHIBIT "B"

Parcel 13

DONATION DEED Bagdad Road Right of Way

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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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 **BLUE HOLE REAL ESTATE INVESTMENT, LLC** 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 Donate, 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 0.534 acres (23,246 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 13);

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

BLUE HOLE REAL ESTATE INVESTMENT, LLC

By: John Colin Suttles

Name: JOHN COLIN SUTTLES

Title: MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS

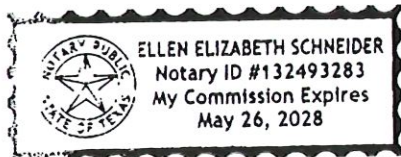
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COUNTY OF Travis

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This instrument was acknowledged before me on this the 28 day of May, 2025 by John Colin Suttles in the capacity and for the purposes and consideration recited therein.



Ellen Elizabeth Schneider
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: ssll
Steve Snell (Jun 4, 2025 16:25 CDT)

Name: Steven Snell
County Judge/Presiding Officer

Title: County Judge

ACKNOWLEDGMENT

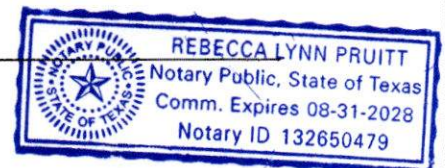
STATE OF TEXAS

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COUNTY OF Williamson

This instrument was acknowledged before me on this the 4th day of June, 2025 by Steve Snell in the capacity and for the purposes and consideration recited therein.

Rebecca Lynn Pruitt
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:

