

REAL ESTATE CONTRACT

CR 401 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PREWITT FARMS, LTD.**, a Texas Limited Partnership and **ZIZINIA WILLIAMSON COUNTY, LTD.**, a Texas Limited Partnership (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

TRACT ONE: All of that certain 1.097 acres (48,610 square foot) tract of land, out of and situated in the William Kincaid Survey, Abstract No.373, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 1**); and

TRACT TWO: All of that certain 6.554 acres (285,470 square foot) tract of land, out of and situated in the William Kincaid Survey, Abstract No.373 and the J.C. Eaves Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 2**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the TRACT ONE portion of the Property described in Exhibit "A" shall be the sum of FOUR HUNDRED THOUSAND and 00/100 Dollars (\$400,000.00).

Pursuant to the terms of that certain Possession and Use Agreement between the parties

which is recorded as Document No. 2022031498, and that certain Amended Possession and Use Agreement between the parties which is recorded as Document No. 2022128234, Official Records of Williamson County, Purchaser has previously paid to Seller the amount of \$191,056.00, which amount is to be deducted from any final purchase or settlement amount, therefore leaving a net Purchase Price due and owing for TRACT ONE in the sum of **TWO HUNDRED EIGHT THOUSAND NINE NUNDRED FORTY-FOUR and 00/100 Dollars (\$208,944.00)**.

2.02. The Purchase Price for the TRACT TWO portion of the Property described in Exhibit "B" shall be the sum of ONE MILLION SIX HUNDRED THOUSAND and 00/100 Dollars (\$1,600,000.00).

Pursuant to the terms of that certain Possession and Use Agreement between the parties which is recorded as Document No. 2022032016, and that certain Amended Possession and Use Agreement between the parties which is recorded as Document No. 2022128239, Official Records of Williamson County, Purchaser has previously paid to Seller the amount of \$961,345.00, which amount is to be deducted from any final purchase or settlement amount, therefore leaving a net Purchase Price due and owing for TRACT TWO in the sum of **SIX HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED FIFTY-FIVE and 00/100 Dollars (\$638,655.00)**.

Special Provisions

2.03. Erosion Control Construction. As additional compensation for the purchase of the Property, and as a prerequisite for and contingency to the Closing, Purchaser shall at its sole expense cause the construction and/or reconstruction of erosion control improvements at Culvert 2 of the CR 401 roadway project located at Station 11+70.45, in the location and compliance with the plan, notes and specifications as shown on Exhibit "C" attached hereto and incorporated herein, and otherwise ensure any additional necessary and proper temporary erosion control improvements are installed during the construction activities until permanent stabilization through completion of the work according to plan is established. By execution of this Contract, Seller shall allow Purchaser, its employees, contractors and/or agents to temporarily enter the remaining property of Seller solely in the limited locations and duration necessary to carry out the obligations of this paragraph.

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

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

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

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before June 30, 2025, 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, or the completion of the erosion control construction obligation in Section (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Special Warranty Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.
- (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"; and
- (d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) 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, 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 the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

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 the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

(a) PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE, COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS, ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;

(b) PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER'S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.

(c) PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND

(d) THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.

[signature page follows]

SELLER:

PREWITT FARMS, LTD.,
a Texas Limited Partnership

By: Edith Renee Prewitt
Edith Renee Prewitt (Jul 23, 2025 09:09:55 PDT)

Address: P.O. Box 95

Name: Edith Renee Prewitt

Granger, Texas 76530

Title: Trustee and General Partner

Date: 07/23/25

ZIZINIA WILLIAMSON COUNTY, LTD.,
a Texas Limited Partnership

By: AA Zizinia
AA Zizinia (Jul 22, 2025 12:06 CDT)

Address: 5105 Aspen St.

Name: A.A. Zizinia

Bellaire, Tx. 77401

Title: Manager

Date: Jul 22, 2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:  Steve Snell (Aug 5, 2025 21:31:43 CDT)
Steven Snell
County Judge

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

Date: Aug 5, 2025

EXHIBIT "A"

County: Williamson
Parcel No.: 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 1 of 4
January 6, 2022

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 1.097 ACRE (47,764 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, SURVEY NO. 5, ABSTRACT NO. 373 AND THE H.G. JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A AND A PORTION OF A CALLED 1.9 ACRE TRACT OF LAND, PARCEL B IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.097 ACRE (47,764 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3-inch iron pipe found, for an interior ell corner of said remainder of a called 290.77 acre tract, same being the northwest corner of a called 69.28 acre tract of land, described in a deed to Taylor Texas Holdings, Inc., recorded in Document No. 2008053881, O.P.R.W.C.TX.;

THENCE with the common line of said Prewitt Farms tract and said 69.28 acre tract, the following three (3) courses and distances:

S 22°16'06" E, a distance of 483.09 feet to a calculated point, for an angle corner,

N 68°34'07" E, a distance of 13.00 feet to a calculated point, for an angle corner, and

S 21°38'26" E, a distance of 1,947.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,803.57, E=3,204,235.23) set 126.60 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 206+16.76 on the proposed north right-of-way line of C.R. 401, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 21°38'26" E, departing the proposed north right-of-way line of said C.R. 401, continuing with the common line of said Prewitt Farms tract and said 69.28 acre tract, a distance of 223.60 feet to a calculated point on the existing north right-of-way line of U.S. 79, a 200 foot wide right-of-way, as described to the State of Texas in Volume 372, Page 368 and in Volume 372, Page 169, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT right-of-way strip map CSJ 204-03-12 dated December 1951, for the southwest corner of said 69.28 acre tract, same being the southeast corner of said Prewitt Farms tract and of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HOLT & CARSON" found bears N 73°10'25" E, a distance of 20.18 feet;

2) **THENCE** S 66°58'03" W, departing the common line of said 69.28 acre tract and said Prewitt Farms tract, with the existing north right-of-way line of said U.S. 79, a distance of 211.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S. 203+79.61 on the proposed west right-of-way line of said C.R. 401, for the southwest corner of the parcel described herein, from which a Type I concrete monument found on the existing north right-of-way line of said U.S. 79 bears S 66°58'03" W, a distance of 2,114.03 feet;

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 34' 30" RT	1,283.00'	80.05'	80.04'	N20° 09' 03" W

U.S. 79
(200' WIDE R.O.W.)
CSJ: 204-03-12
DECEMBER 1951

STATE OF TEXAS
VOL. 372, PG. 368
D.R.W.C. TX.

PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
REMAINDER OF A CALLED 290.77 AC.

PARCEL B
PORTION OF A CALLED 1.9 AC.
DOC. NO. 2007076169
O.P.R.W.C. TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 206+49.97
N = 10,181,794.79
E = 3,204,099.07
Δ = 11° 40' 43" (RT)
D = 04° 46' 29"
L = 244.60'
T = 122.72'
R = 1,200.00'
PC Sta 205+27.24
PT Sta 207+71.84

W.KINCAID
SURVEY NO. 5.
ABSTRACT NO. 373

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 209+38.21
N = 10,182,079.26
E = 3,204,047.58
Δ = 11° 50' 11" (LT)
D = 04° 46' 29"
L = 247.90'
T = 124.39'
R = 1,200.00'
PC Sta 208+13.82
PT Sta 210+61.72

EXISTING ROW

P.O.R.

EXISTING ROW

S66° 58' 03" W
2,114.03'

203+79.61
83.00' LT

N21° 56' 18" W
147.64'

PROPOSED ROW

205+27.24
83.00' LT

206+02.12
83.00' LT

PROPOSED ROW

CR 401
ENGINEER'S CENTERLINE

203+00

N21° 56' 18" W
259.78'

1

S66° 58' 03" W
211.46'
(N68° 28' 00" E
1,564.50')

(1.097 AC.)

APPROXIMATE LOCATION
OF SURVEY LINE

S21° 38' 26" E 223.60'

N10° 15' 35" W
41.98'

PC 208+13.82

PT 207+71.84

P.O.B.
N=10,181,803.57
E=3,204,235.23
206+16.76
126.60' RT

(S71° 11' 13" W 13.00')

N68° 34' 07" E
13.00'

TAYLOR TEXAS HOLDINGS, INC.
CALLED 69.28 AC.
DOC. NO. 2008053881
O.P.R.W.C. TX.

P.O.C.

(N19° 00' 00" W 3,929.00')

S21° 38' 26" E 1,947.47'

S22° 16' 06" E
483.09'
(N19° 39' 00" W
483.00')

STATE OF TEXAS
VOL. 372, PG. 169
D.R.W.C. TX.

SEE
DETAIL "A"

CLARK CHARTERS AND TRAVEL, INC.
DOC. NO. 2019006536
O.P.R.W.C. TX.

LOT 1

LOT 2

LOTS 1 & 2
AMENDED PLAT OF THE
AMANDA'S COMMERCIAL SUBDIVISION
DOC. NO. 2007095833
O.P.R.W.C. TX.

H.G. JOHNSON
SURVEY NO. 6.
ABSTRACT NO. 348



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\1\PLAT\00\P-1.dgn

EXISTING	*236.017 AC.	ACQUIRE	1.097 AC.	REMAINING	234.920 AC. LEFT
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SAI

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.097 AC. (47,764 SQ. FT.)

PAGE 3 OF 4
REF. FIELD NOTE NO. 48892

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ⬢ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℓ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

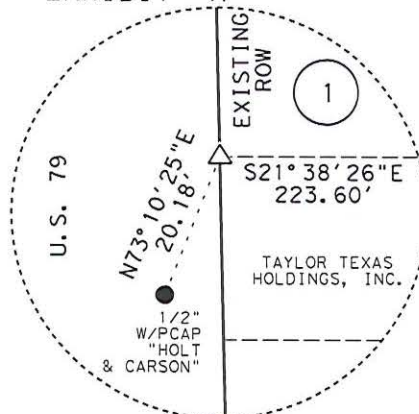
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. 21061675, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

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

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

EXHIBIT "A"



SCHEDULE B: DETAIL "A" NOT TO SCALE

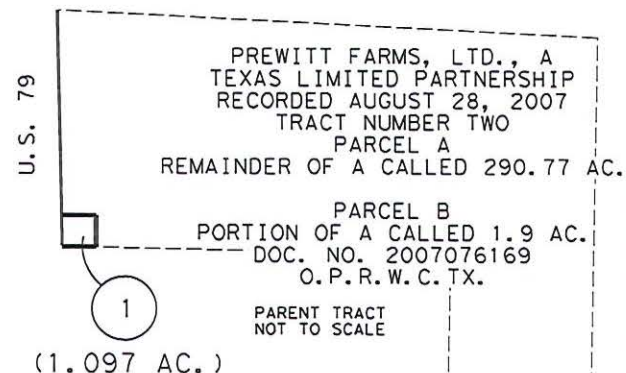
THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061675, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021.

10A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A.A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATION COMPANY, LP AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET IN NATURE, MAY AFFECT.

D. TERMS, PROVISIONS AND CONDITIONS OF RECORDING MEMORANDUM DATED JUNE 25, 2020, EXECUTED BY AND BETWEEN ZIZINIA WILLIAMSON COUNTY, LTD. AND PREWITT FARMS, LTD., AS GRANTORS AND M2E3, LLC, AS GRANTEE, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



PAGE 4 OF 4
REF. FIELD NOTE NO. 48892

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\1\PLAT\00\P-1.dgn

EXISTING	*236.017 AC.	ACQUIRE	1.097 AC.	REMAINING	234.920 AC. LEFT
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SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.097 AC. (47,764 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: 2
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 1 of 6
January 6, 2022

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 6.554 ACRE (285,470 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, SURVEY NO. 5, ABSTRACT NO. 373 AND THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 6.554 ACRE (285,470 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 127.73 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 201+92.28 on the existing south right-of-way line of U.S. 79, a 200 foot wide right-of-way, described in Volume 372, Page 368, Deed Records of Williamson County, Texas (D.R.W.C.TX.), as depicted in CSJ No. 204-03-12, dated 1951, for the northeast corner of said remainder of a called 290.77 acre tract, same being the northwest corner of a called 0.60 acre tract of land, described in a deed to T W Ford, LP, recorded in Document No. 2019080599, O.P.R.W.C.TX., being further described in Volume 1547, Page 157, D.R.W.C.TX., from which a 3/4-inch iron pipe found on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, for the southeast corner of said remainder of a called 290.77 acre tract, same being the southwest corner of a said 0.60 acre tract bears S 22°01'18" E, a distance of 1,078.81 feet;

THENCE S 66°58'03" W, departing the common line of said remainder of a called 290.77 acre tract and said 0.60 acre tract, with the existing south right-of-way line of said U.S. 79, a distance of 48.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,389.86, E=3,204,344.64) set 79.59 feet right of C.R. 401 E.C.S. 201+88.32 on the proposed east right-of-way line of C.R. 401, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the existing south right-of-way line of said U.S. 79, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following six (6) courses and distances numbered 1-6:

- 1) S 21°30'09" E, a distance of 190.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 107.23 feet right of C.R. 401 E.C.S 200+14.20,
- 2) S 68°29'51" W, a distance of 30.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet right of C.R. 401 E.C.S 200+07.96, said point being the beginning of a curve to the right,
- 3) With said curve to the right, an arc distance of 1,019.25 feet, through a central angle 49°59'56", having a radius of 1,168.00 feet, and a chord that bears S 16°42'07" W, a distance of 987.22 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet right of C.R. 401 E.C.S 190+56.77, said point being the beginning of a curve to the left,

EXHIBIT "B"

County: Williamson
Parcel No.: 2
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

Page 2 of 6
January 6, 2022

- 4) With said curve to the left, an arc distance of 463.03 feet, through a central angle $26^{\circ}12'54''$, having a radius of 1,012.00 feet, and a chord that bears $S 28^{\circ}35'38'' W$, a distance of 459.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet right of C.R. 401 E.C.S 185+58.05,
- 5) $S 46^{\circ}02'00'' E$, a distance of 29.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 103.73 feet right of C.R. 401 E.C.S 185+42.56, and
- 6) $N 73^{\circ}17'46'' E$, a distance of 205.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 271.90 feet right of C.R. 401 E.C.S 186+85.30 on the existing north right-of-way line of said C.R. 403, for the southeast corner of the parcel described herein, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of the remainder of a called 89.4 acre tract of land, described in a deed to Fred Gola and wife, Angelee M. Gola, recorded in Volume 2194, Page 568, Official Records of Williamson County, Texas (O.R.W.C.TX.), bears $S 51^{\circ}27'26'' E$, a distance of 292.28 feet;

THENCE departing the proposed east right-of-way line of said C.R. 401, with the existing north right-of-way line of said C.R. 403, the following two (2) courses and distances numbered 7-8:

- 7) $S 67^{\circ}13'42'' W$, a distance of 278.00 feet to a calculated point, and
- 8) $S 71^{\circ}28'42'' W$, a distance of 165.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 89.96 feet left of C.R. 401 E.C.S 184+00.46 on the proposed west right-of-way line of said C.R. 401, for the southwest corner of the parcel described herein, said point being the beginning of a curve to the right,

THENCE departing the existing north right-of-way line of said C.R. 403, with the proposed west right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 9-11:

- 9) With said curve to the right, an arc distance of 709.75 feet, through a central angle $34^{\circ}27'45''$, having a radius of 1,180.00 feet, and a chord that bears $N 24^{\circ}28'13'' E$, a distance of 699.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.00 feet left of C.R. 401 E.C.S 190+56.77,
- 10) $N 57^{\circ}18'12'' E$, a distance of 41.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet left of C.R. 401 E.C.S 191+00.00, said point being the beginning of a curve to the left, and
- 11) With said curve to the left, an arc distance of 995.94 feet, through a central angle $56^{\circ}23'11''$, having a radius of 1,012.00 feet, and a chord that bears $N 11^{\circ}14'10'' E$, a distance of 956.23 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet left of C.R. 401 E.C.S 201+72.70 on the existing south right-of-way line of said U.S. 79, for the northwest corner of the parcel described herein;

EXHIBIT "B"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	49° 59' 56" RT	1,168.00'	1,019.25'	987.22'	S16° 42' 07" W
C4	56° 23' 11" LT	1,012.00'	995.94'	956.23'	N11° 14' 10" E

W. KINCAID
SURVEY NO. 5,
ABSTRACT NO. 373

(2) (6.554 AC.)

195+00

C.R. 401
ENGINEER'S CENTERLINE

C1

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 197+33.12
N = 10,180,812.60
E = 3,204,494.67
Δ = 63° 38' 23" (LT)
D = 05° 15' 23"
L = 1,210.69'
T = 676.35'
R = 1,090.00'
PC Sta 190+56.77
PT Sta 202+67.46

PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
REMAINDER OF A CALLED 290.77 AC.
DOC. NO. 2007076169
O.P.R.W.C. TX.

PROPOSED ROW

EXISTING ROW
(VARIABLE WIDTH R.O.W.)
NO RECORD INFORMATION FOUND

S22° 01' 18" E
1,078.81'

P.O.R.
3/4"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S66° 58' 03" W	48.34'
L2	S21° 30' 09" E	190.84'
L3	S68° 29' 51" W	30.00'

PAGE 4 OF 6
REF. FIELD NOTE NO. 48893

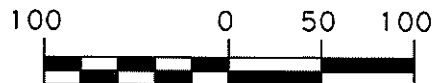
FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\IP-2_2.dgn

EXISTING	*45.082 AC.	ACQUIRE	6.554 AC.	REMAINING	27.711 AC. LEFT
				REMAINING	10.817 AC. RIGHT

SAI

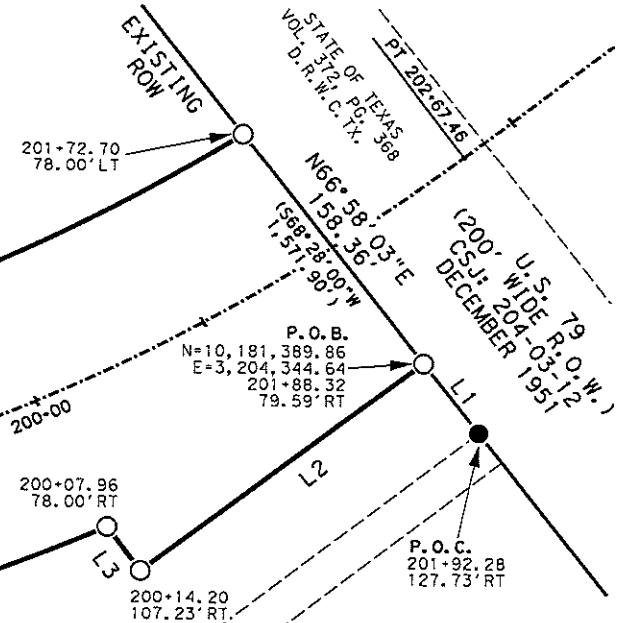
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
6.554 AC. (285,470 SQ. FT.)



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

MATCH SHEET 5 OUT OF 6



LINE NO.	BEARING	DISTANCE
L4	S46° 02' 00"E	29.39'
L5	S67° 13' 42"W	278.00'
(L5)	(N70° 15' 00"E)	(278.00')
L6	N57° 18' 12"E	41.66'

EXHIBIT "B"

C.R. 401
ENGINEER'S CENTERLINE

② (6.554 AC.)

PROPOSED ROW

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 187+43.03
N = 10, 180.058.66
E = 3,203,822.90
 $\Delta = 34^{\circ}01'09"$ (RT)
D = 05'15"23"
L = 647.19'
T = 333.45'
R = 1,090.00'
PC Sta 184+09.59
PT Sta 190+56.77

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	26° 12' 54" LT	1,012.00'	463.03'	459.00'	S28° 35' 38" W
C3	34° 27' 45" RT	1,180.00'	709.75'	699.10'	N24° 28' 13" E

J.C. EAVES
ABSTRACT NO. 214

PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
REMAINDER OF A CALLED 290.77 AC.
DOC. NO. 2007076169
O.P.R.W.C. TX.

PAGE 5 OF 6
REF. FIELD NOTE NO. 48893

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\P-2_1.dgn

EXISTING	*45.082 AC.	ACQUIRE	6.554 AC.	REMAINING	10.817 AC.	RIGHT
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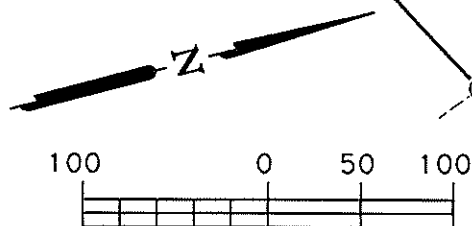


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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
6.554 AC. (285,470 SQ. FT.)

[illegible]

FRED GOLA AND WIFE,
ANGELEE M. GOLA
REMAINDER OF A
CALLED 89.4 AC.
VOL. 2194, PG. 568
O. R. W. C. TX.



GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

LEGEND

EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. GT2100341, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021.

10A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A.A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATION COMPANY, LP AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET IN NATURE, MAY AFFECT.

D. TERMS, PROVISIONS AND CONDITIONS OF RECORDING MEMORANDUM DATED JUNE 25, 2020, EXECUTED BY AND BETWEEN ZIZINIA WILLIAMSON COUNTY, LTD. AND PREWITT FARMS, LTD., AS GRANTORS AND M2E3, LLC, AS GRANTEE, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊙ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. GT2100341, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\ PL\A\ 02\ P -22_d gn THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

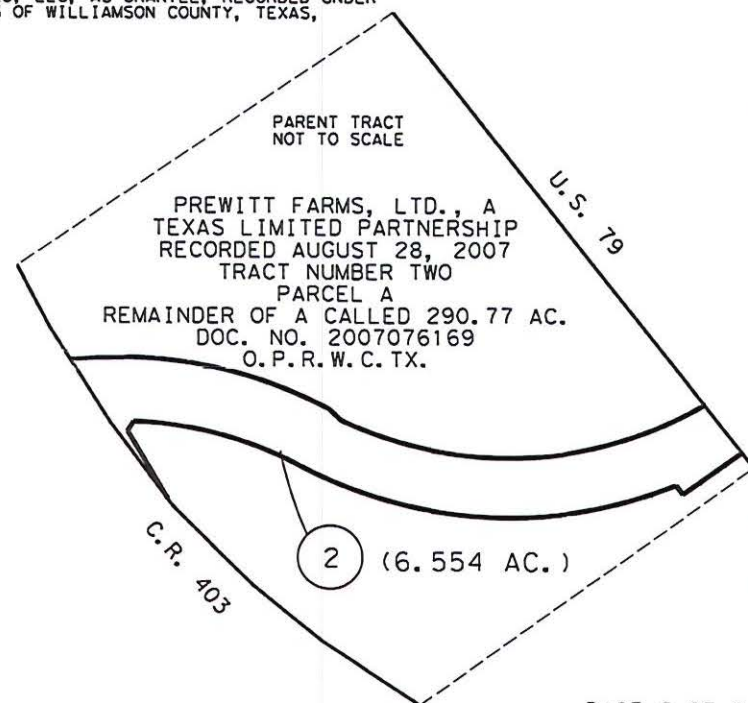
1/6/2022

EXISTING	*45.082 AC.	ACQUIRE	6.554 AC.	REMAINING	27.711 AC. LEFT
				REMAINING	10.817 AC. RIGHT

SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
6.554 AC. (285,470 SQ. FT.)



PAGE 6 OF 6
REF. FIELD NOTE NO. 48893

07/10/2023
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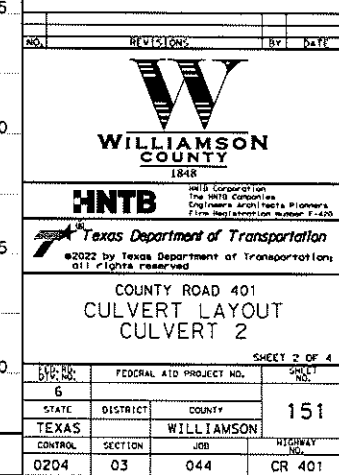


EXHIBIT "D"

Parcels 1+2

DEED

County Road 401 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **PREWITT FARMS, LTD.,** a Texas Limited Partnership and **ZIZINIA WILLIAMSON COUNTY, LTD.,** a Texas Limited Partnership hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS,** all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

TRACT ONE: All of that certain 1.097 acres (48,610 square foot) tract of land, out of and situated in the William Kincaid Survey, Abstract No.373, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 1); and

TRACT TWO: All of that certain 6.554 acres (285,470 square foot) tract of land, out of and situated in the William Kincaid Survey, Abstract No.373 and the J.C. Eaves Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (Parcel 2);

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 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 _____, 2025.

[signature page follows]

GRANTOR:

PREWITT FARMS, LTD.,
a Texas Limited Partnership

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2025 by _____, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

GRANTOR:

ZIZINIA WILLIAMSON COUNTY, LTD.,
a Texas Limited Partnership

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

PREWITT(1.2)--purchase contract (combined) for CR 401 r.o.w. W-final values (DC 4.22.25)

Final Audit Report

2025-07-23

Created:	2025-07-22
By:	Barron, Adler, Clough & Oddo, LLP (schneider@barronadler.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7WCAD9fki21WBZ3Zs4GuimnmnkOsX11K

"PREWITT(1.2)--purchase contract (combined) for CR 401 r.o.w. W-final values (DC 4.22.25)" History

 Document created by Barron, Adler, Clough & Oddo, LLP (schneider@barronadler.com)
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 Document emailed to azizinia@actpipe.com for signature
2025-07-22 - 4:03:14 PM GMT

 Document emailed to junieprewitt@gmail.com for signature
2025-07-22 - 4:03:14 PM GMT

 Email viewed by azizinia@actpipe.com
2025-07-22 - 5:01:57 PM GMT

 Signer azizinia@actpipe.com entered name at signing as AA Zizinia
2025-07-22 - 5:06:05 PM GMT

 Document e-signed by AA Zizinia (azizinia@actpipe.com)
Signature Date: 2025-07-22 - 5:06:07 PM GMT - Time Source: server

 Email viewed by junieprewitt@gmail.com
2025-07-22 - 5:28:30 PM GMT

 Signer junieprewitt@gmail.com entered name at signing as Edith Renee Prewitt
2025-07-23 - 4:09:53 PM GMT

 Document e-signed by Edith Renee Prewitt (junieprewitt@gmail.com)
Signature Date: 2025-07-23 - 4:09:55 PM GMT - Time Source: server

 Agreement completed.
2025-07-23 - 4:09:55 PM GMT



Adobe Acrobat Sign