

**EXHIBIT****A****REAL ESTATE CONTRACT**  
Kenney Fort Blvd. Right of Way

THIS REAL ESTATE CONTRACT (“Contract”) is made by and among **EVERY RANCH COMPANY, LTD.**, a Texas limited partnership; Marta C. Avery, **Trustee of the MARTA C. AVERY EXEMPT TRUST**, a sub-trust of the Charles N. Avery III Exempt Trust under the LSA Trust Agreement effective December 24, 1992; John S. Avery, **Trustee of the JOHN S. AVERY EXEMPT TRUST**; A. Nelson Avery, **Trustee of the A. NELSON AVERY EXEMPT TRUST**; and Lucille Christina Avery Fell, **Trustee of the LUCILLE CHRISTINA AVERY FELL EXEMPT TRUST** (collectively referred to in this Contract as “Seller”, whether one or more) and the **CITY OF ROUND ROCK, 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 agrees to sell and agrees to convey, and Purchaser agrees to purchase and to pay for, the tract(s) of land described as follows:

A fee simple interest in all of that certain 1.62 acre tract of land out of and situated in the Willis Donahoe, Jr. Survey, Abstract No. 173, Williamson County, Texas; said parcel described more particularly by metes and bounds in Exhibit “A-1” attached hereto and incorporated herein (Parcel 18);

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, and any improvements and fixtures situated on and attached to the Property not otherwise retained by Seller (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), 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 Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of ONE HUNDRED SIXTY-TWO THOUSAND and 00/100 Dollars (\$162,000.00).

**Payment of Purchase Price**

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

**ARTICLE III  
CONDITIONS PRECEDENT**

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 conditions in Section 3.02 below (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

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.

Conditions to Seller's Obligations

3.03. The obligations of Seller hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the conditions in Section 3.04 below.

3.04. Purchaser 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 Purchaser 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 current, actual knowledge of Seller:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than those previously disclosed to Purchaser and/or those that shall be terminated by Seller at or prior to Closing;

(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 herein is being conveyed to Purchaser in lieu of and under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company (the “Title Company”) on or before June 30, 2026, or at such other time, date, and place as Seller and Purchaser may agree in writing if necessary allow Seller to satisfy the Conditions Precedent (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 the Title Company a duly executed and acknowledged Deed in conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens and restrictions, except for those matters set forth in the Deed.

(2) The Deed shall be in the form as shown in Exhibit “A-2” attached hereto.

(3) Provide reasonable assistance as requested and, at no cost to Seller, to cause Title Company to provide Purchaser at Closing 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 fee simple interests in and to the Property, subject only to the terms of such policy 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 (in the event Purchaser obtains and provides a survey acceptable to the Title Company for such purposes);
- (b) The exception as to restrictive covenants shall be endorsed “None of Record”, if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed “Not Yet Due and Payable”.

(4) Deliver to Purchaser possession of the Property.

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 estimated upon (a) the basis of the tax rate for the current year applied to the latest assessed valuation and (b) the relative area of the Property as compared to the larger tax parcel of which it is a part, but shall otherwise be the continuing obligation of Seller, to the extent relating to the time period on and prior to the Closing Date. 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, requested Title Policy endorsements, and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as its exclusive remedies: (1) enforce specific performance of this Contract; or (2) terminate this Contract and request that the Escrow Deposit, if any, shall be forthwith returned by the Title Company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to 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. In the event Purchaser shall fail to diligently pursue and complete its obligations under Section 2.03 of this Contract, Seller will be entitled to any and all

rights and remedies available to Seller at law or in equity. For the avoidance of doubt, the foregoing sentence shall survive the Closing under this Contract.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

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

8.08. INTENTIONALLY DELETED.

Compliance

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

Effective Date

8.10. This Contract shall be effective as of the date it is approved by the City Council of Purchaser, which date is indicated beneath the Mayor's or other authorized signer's signature below.

Counterparts

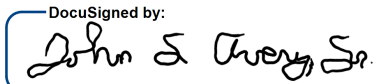
8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

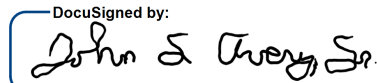
[SIGNATURE PAGES FOLLOW]

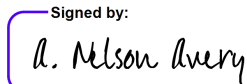
**SELLER:**

**EVERY RANCH COMPANY, LTD.,**  
A Texas limited partnership

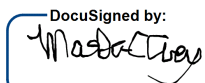
By: CJAC, Inc., a Texas corporation,  
Its: General Partner

DocuSigned by:  
  
By: 61AC4A59A37741A...  
Name: John S. Avery  
Its: President  
Date: 5/14/2026

DocuSigned by:  
  
John S. Avery, **Trustee of the**  
**John S. Avery Exempt Trust**  
Date: 5/14/2026

Signed by:  
  
A. Nelson Avery, **Trustee of the**  
**A. Nelson Avery Exempt Trust**  
Date: 5/14/2026

DocuSigned by:  
  
Lucille Christina Avery Fell, **Trustee of the**  
**Lucille Christina Avery Fell Exempt Trust**  
Date: 5/14/2026

DocuSigned by:  
  
Marta C. Avery, **Trustee of the**  
**Marta C. Avery Exempt Trust**, a sub-trust of the  
Charles N. Avery III Exempt Trust under the  
LSA Trust Agreement effective December 24, 1992  
Date: 5/14/2026

Address: c/o Armbrust & Brown, PLLC  
Attn: Kevin M. Flahive  
100 Congress Ave., Suite 1300  
Austin, Texas 78701

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Craig Morgan, Mayor

Address: 221 E. Main Street  
Round Rock, Texas 78664

Date: \_\_\_\_\_

Exhibit "A-1"

Legal Description of the Property



1 Chisholm Trail, Suite 130  
 Round Rock, TX 78681  
 o. 512.248.0065 | f. 512.246.0359  
 stvinc.com

**EXHIBIT “A”**

**METES AND BOUNDS DESCRIPTION  
 PARCEL 18 - PROPOSED RIGHT-OF-WAY**

BEING A 1.621 ACRE TRACT OF LAND OUT OF THE WILLIS DONAHO JR. SURVEY, ABSTRACT NO. 173, WILLIAMSON COUNTY, TEXAS; SAID 1.621 ACRE TRACT BEING A PART OF A REMAINDER OF A CALLED 250.559 ACRE TRACT OF LAND TO MARTA C. AVERY EXEMPT TRUST (6.25% INTEREST) AS RECORDED IN DOCUMENT NO. 2021038922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND JOHN S. AVERY EXEMPT TRUST, A. NELSON AVERY EXEMPT TRUST & LUCILLE CHRISTINA AVERY FELL EXEMPT TRUST (6.25% INTEREST EACH) AND AVERY RANCH COMPANY, LTD. (75% INTEREST) DESCRIBED IN TWO DOCUMENTS, DOCUMENT NO. 2002071336 & 9843837 OF THE O.P.R.W.C.T.; SAID 1.621 ACRE TRACT BEING THE SOUTHERN REMAINDER AS SHOWN ON THE ACCOMPANYING SKETCH AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a found 1/2-inch iron rod (controlling monument) with yellow plastic cap stamped “PAPE DAWSON” marking the northwest corner of the southern remainder of the called 250.559 acre tract and a northeast corner of Lot 21, Block L, Avery Center East, Phase 1 Section 3, a subdivision recorded in Document No. 2022139665 of the O.P.R.W.C.T. same being in the existing south right-of-way (R.O.W.) line of Wallin Bradley Drive (R.O.W. width varies), for the northeast corner of the herein described tract of land, From which a found 1/2-inch iron rod (controlling monument) with yellow plastic cap stamped “PAPE DAWSON” at an angle point in said Wallin Bradley Drive R.O.W. bears (L1) North 14° 57’ 54” West, a distance of 43.96 feet;

**THENCE**, (L2) **South 62° 38’ 36” East**, with the proposed north R.O.W. line of Kenney Fort Boulevard and the south R.O.W. line of said Wallin Bradley Drive, a distance of **99.94 feet** to a set 5/8-inch iron rod with yellow plastic cap stamped “STV” (hereafter referred to as “STV cap”) on a curve of the west line of Lot 19 LL/OS, Block A, a Landscape and Open Space Lot, of Avery Center East, Phase 1 Section 4 & 5, a subdivision recorded in Document No. 2021190845 of the O.P.R.W.C.T., for the northeast corner hereof and the beginning of a curve. From which a found 1/2-inch iron rod (controlling monument) with yellow plastic cap stamped “PAPE DAWSON” marking angle point in said Lot 19 and said Wallin Bradley Drive, with the arc of said curve to the right, (C1) having a radius of 950.00 feet, an arc length of 12.07 feet, a central angle of 00° 43’ 41”, and chord which bears, South 27° 43’ 14” West, a distance of 12.07 feet;

**THENCE**, with the proposed east R.O.W. line of Kenney Fort Boulevard and the west line of said Lot 19, with the arc of said curve to the **left** (C2) having a radius of **950.00 feet**, an arc length of **664.05 feet**, a central angle of **40° 03’ 00”**, and chord which bears, **South 07° 19’ 54” West**, a distance of **650.62 feet** a found 1/2-inch iron rod (controlling monument) with yellow plastic cap stamped “PAPE DAWSON” at the southeast corner of said south remainder of the called 250.559 acre tract and the southwest corner of said Lot 19, same being the northwest corner of Lot 1, Block H, Settlers Overlook Section 3, a subdivision recorded in Document No. 2006092584 of the O.P.R.W.C.T., and the northeast corner of existing Kenney Fort Boulevard R.O.W. (100’ R.O.W.) for the southeast corner hereof;

**THENCE, (L3) South 68° 53' 35" West**, with the proposed south R.O.W. line of Kenney Fort Boulevard and the existing north R.O.W. line of said Kenney Fort Boulevard, a distance of **100.97 feet** to a set 5/8-inch iron rod with STV cap at the southeast corner of said Lot 21, Block L and the northeast corner of Lot 11 Block A, Saddlebrook Estates Section 2, a subdivision recorded in Cabinet F, Slide 42 of the Plat Records of Williamson County, Texas, same being the northwest corner of said existing Kenney Fort Boulevard, for the southwest corner hereof. From which a found 1/2-inch iron rod (controlling monument) with yellow plastic cap stamped "PAPE DAWSON" at the southwest corner of said Lot 21 and the southeast corner of Lot 32, Block B of said Avery Center East, Phase 1 Section 3 subdivision bears, South 68° 53' 35" West, a distance of 388.86 feet;

**THENCE**, with the common line of said Lot 21 and said south remainder of the called 250.559 acre tract and being the proposed west R.O.W. line of Kenney Fort Boulevard, with the arc of a curve to the **right**, (C3) having a radius of **1,050.00 feet**, an arc length of **748.70 feet**, a central angle of **40° 51' 17"**, and chord which bears, **North 06° 55' 55" East**, a distance of **732.94 feet** to the **POINT OF BEGINNING** and containing 1.621 acres of land, more or less:

**Basis of Bearings:** Bearings are based on the Texas State Plane Coordinate System (Central Zone - 4203, NAD83), which is based on Trimble's Central Texas GPS Cooperative CORS RTK Network.

**PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

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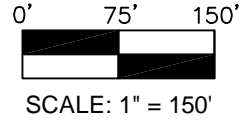
Robbie Lee Shockey, R.P.L.S. No. 6332  
STV  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10194944  
Project No. 2100769

04-XX-2026  
Date

**EXHIBIT B**

WILLIS DONAHO JR. SURVEY  
ABSTRACT NO. 173  
WILLIAMSON COUNTY, TEXAS

LOT 1 HOA AMENITY CENTER  
AVERY CENTRE EAST PHASE 1  
SECTIONS 4 & 5  
DOC. NO. 2021190845  
O.P.R.W.C.T.



**WALLIN BRADLEY DRIVE**  
(R.O.W. WIDTH VARIES)

MARTA C. AVERY EXEMPT TRUST  
(6.25% INTEREST)  
REMAINDER OF CALLED 250.559 ACRES  
PROPERTY 5, TRACT 2  
DOC. NO. 2021038922  
O.P.R.W.C.T.

JOHN S. AVERY EXEMPT TRUST,  
A. NELSON AVERY EXEMPT TRUST &  
LUCILLE CHRISTINA AVERY FELL EXEMPT  
TRUST (6.25% INTEREST EACH)  
AVERY RANCH COMPANY, LTD.  
(75% INTEREST)  
DESCRIBED PARCEL TWO  
DOC. NOS. 2002071336 & 9843837  
O.P.R.W.C.T.

TOBIAS LEO WAY  
(60' R.O.W.)

EXIST. R.O.W.

C.M.

C.M.

P.O.B.

AVERY CENTRE EAST PHASE 1  
SECTIONS 4 & 5  
DOC. NO. 2021190845  
O.P.R.W.C.T.

LOCK

LOT 32, BLOCK B  
CITY PARKLAND / DRAINAGE LOT

ALLEY

C2

LOT 19 LL/OS  
LANDSCAPE LOT  
OPEN SPACE

**PARCEL 18,  
PROPOSED R.O.W.  
1.621 ACRE**

LOT 21, BLOCK L  
R.O.W. RESERVE

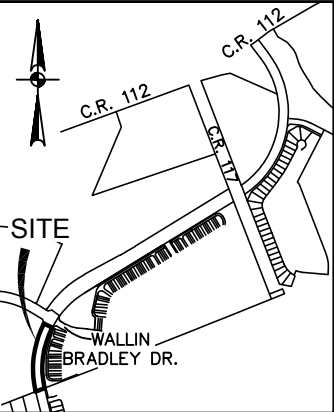
AVERY CENTRE EAST,  
PHASE 1  
SECTION 3  
DOC. NO. 2022139665  
O.P.R.W.C.T.

**LOCATION MAP**  
NOT TO SCALE

EASEMENT & RIGHT OF WAY LONE STAR GAS COMPANY  
VOL 238, PG. 184, D.R.W.C.T.  
ATMOS ENERGY CORP. DOC. NO. 2010077360,  
O.P.R.W.C.T.

CITY OF ROUND ROCK  
2.885 ACRE REUSE  
WATERLINE EASEMENT  
DOC. NO. 2014000914,  
O.P.R.W.C.T.

SETTLERS OVERLOOK  
SECTION 3  
DOC. NO. 2006092584,  
O.P.R.W.C.T.



LOT 10

LOT 9

LOT 11

LOT 10

LOT 9

LOT 11

LOT 10

LOT 9

LOT 11

LOT 10

LOT 9

LOT 11

LOT 10

LOT 9

BLOCK A  
SADDLEBROOK ESTATES  
SECTION 2  
CAB F. SLD 42,  
P.R.W.C.T.

**KENNEY FORT BOULEVARD**  
(100' R.O.W.)  
(UNDEVELOPED)

CITY OF ROUND ROCK  
DOC. NO. 2004064374,  
O.P.R.W.C.T.

SURVEYED: MARCH, 2025

PAGE 3 OF 4



1 Chisholm Trail, Suite 130  
Round Rock, Texas 78681 512.248.0065  
TEXAS REGISTERED ENGINEERING FIRM F-4951  
TBPELS 10194944

DRAFT DATE 04-28-2026  
DRAWN BY DLM  
DIGITAL FILE P18 - 1.621 AC AVERY RANCH.DWG  
FIELDBOOK 559, 561, 562, 565, 566, 592

**EXHIBIT B**

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 14°57'54" W	43.96'
L2	S 62°38'36" E	99.94'
L3	S 68°53'35" W	100.97'

Curve Table					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CHORD
C1	0°43'41"	950.00'	12.07'	S 27°43'14" W	12.07'
C2	40°03'00"	950.00'	664.05'	S 7°19'54" W	650.62'
C3	40°51'17"	1050.00'	748.70'	N 6°55'55" E	732.94'

**LEGEND**

- △ = CALCULATED POINT AT EXISTING LOT CORNER
- = 5/8" IRON ROD WITH YELLOW CAP STAMPED "STV" SET
- = 1/2" IRON ROD WITH CAP "PAPE DAWSON" FOUND (UNLESS NOTED)
- = 1/2" IRON ROD FOUND
- = 60D NAIL FOUND
- C.M. = CONTROLLING MONUMENT
- D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING
- ↙ = CONTIGUOUS OWNER

GENERAL NOTES:

- 1) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 2) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE-4203, NAD'83) WHICH IS DERIVED FROM THE TRIMBLE RTKNET.
- 5) ALL DISTANCES ARE SURFACE DISTANCES. COMBINED SCALE FACTOR ADJUSTMENT 1.0001192842/0.99988073

**Preliminary** ----- This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Texas Administrative Code, Title 22, Part 29 Subchapter 661.18

ROBBIE LEE SHOCKEY, RPLS NO. 6332

SURVEYED: MARCH, 2025 PAGE 4 OF 4



1 Chisholm Trail, Suite 130  
 Round Rock, Texas 78681 512.248.0065  
 TEXAS REGISTERED ENGINEERING FIRM F-4951  
 TBPELS 10194944

DRAFT DATE 04-28-2026  
 DRAWN BY DLM  
 DIGITAL FILE P18 - 1.621 AC AVERY RANCH.DWG  
 FIELDBOOK 559, 561, 562, 565, 566, 592

I:\Projects\2100769R - CORR - Kenney Fort Blvd 5&6\CAD\CIVIL3D\PARCELS\P18 - 1.62 AC. AVERY RANCH.dwg 4/29/2026 - 9:12am



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 Grantee 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 Kenney Fort Blvd.

**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 Grantee and its assigns forever; and, subject to the matters set forth herein, Grantor does hereby bind itself and its successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Grantee 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.

Except as otherwise set forth herein and in the Real Estate Contract between Grantor and Grantee for the Property (the "Contract"), the Property is being conveyed and sold by Grantor and purchased and accepted by Grantee on an "as-is, where-is and with all faults" basis, and with any and all conditions and defects which may exist, and without the existence of and without reliance upon any representation, warranty, agreement, or statement by Grantor or anyone acting on behalf of Grantor including, without limitation, any broker, engineer, surveyor, appraiser or environmental consultants. Grantee has the right under the terms of the Contract to thoroughly inspect and examine the Property to the extent deemed necessary by Grantee in order to enable Grantee to evaluate the purchase of the Property for Grantee's intended use. Grantee is relying solely upon such inspections, examinations and evaluations of the Property by Grantee and/or Grantee's representatives in purchasing the Property and shall hold Grantor harmless of any and all existing conditions and defects relative to the Property.

*[signature pages follow]*

EXECUTED AND DELIVERED to be effective this \_\_\_\_ day of \_\_\_\_\_, 2026.

**GRANTOR:**

**AVERY RANCH COMPANY, LTD.,**  
A Texas limited partnership

By: CJAC, Inc., a Texas corporation,  
Its: General Partner

By: \_\_\_\_\_  
John S. Avery  
President of CJAC, Inc.

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by **John S. Avery**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Avery Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

(seal)

\_\_\_\_\_  
Notary Public -State of Texas

*(Signatures and Acknowledgements of the remaining Grantors follow)*

**GRANTOR:**

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**John S. Avery, Trustee of the  
John S. Avery Exempt Trust**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2026, by John S. Avery, Trustee of the John S. Avery Exempt Trust.

(seal)

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Notary Public - State of Texas

**GRANTOR:**

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**A. Nelson Avery, Trustee of the  
A. Nelson Avery Exempt Trust**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by A. Nelson Avery, Trustee of the A. Nelson Avery Exempt Trust.

(seal)

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Notary Public - State of Texas

**GRANTOR:**

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**Lucille Christina Avery Fell, Trustee of the  
Lucille Christina Avery Fell Exempt Trust**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by Lucille Christina Avery Fell, Trustee of the Lucille Christina Avery Fell Exempt Trust.

(seal)

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Notary Public - State of Texas

**GRANTOR:**

\_\_\_\_\_  
Marta C. Avery, **Trustee of the  
Marta C. Avery Exempt Trust**, a sub-trust of the  
Charles N. Avery III Exempt Trust under the LSA  
Trust Agreement effective December 24, 1992

**CALIFORNIA ACKNOWLEDGMENT:**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

