

PURCHASE AND SALE AGREEMENT

between

WALLER COUNTY

and

JACOB FLORES

dated as of

03/19/2025

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the 19th day of March, 2025 (the "**Effective Date**"), is entered into between Waller County, a political subdivision of the State of Texas ("**Seller**") and Jacob Flores, an individual ("**Purchaser**").

RECITALS

WHEREAS, Seller is the owner of the "**Property**," a certain unused public RIGHT OF WAY (as hereinafter defined); and

WHEREAS, Purchaser is the owner of the land abutting, and adjoining the public Right of Way; and

WHEREAS, Seller publicly declared in Commissioners Court their intent to abandon and sell the unused public Right of way Property to Purchaser, and thus release said encumbrance upon the land.

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

WHEREAS, the abandonment and sale of public Right of Way Property to an individual necessarily erases the public nature of the Right of Way.

WHEREAS, a quit claim deed effects the intent of the sale by releasing the Right of Way encumbrance upon the land.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this **ARTICLE I**:

"**Agreement**" has the meaning set forth in the **preamble**.

"**Broker**" has the meaning set forth in **Section 11.01**.

"**Closing**" has the meaning set forth in **Section 4.01(a)**.

"**Closing Date**" has the meaning set forth in **Section 4.01(a)**.

"**Land**" has the meaning set forth in **Section 2.01(a)**.

"**Permitted Exceptions**" has the meaning set forth in **Section 5.02**.

"**Property**" has the meaning set forth in **Section 2.01**.

"**Purchase Price**" has the meaning set forth in **Section 3.01**.

"**Purchaser**" has the meaning set forth in the **preamble**.

"**Purchaser Default**" has the meaning set forth in **Section 8.01(a)**.

"**Purchaser-Related Party**" shall mean collectively any Purchaser agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee, or other person or entity acting on Purchaser's behalf or otherwise related to or affiliated with Purchaser.

"**Seller**" has the meaning set forth in the **preamble**.

"**Seller-Related Party**" shall mean collectively any Seller agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee, or other person or entity acting on Seller's behalf or otherwise related to or affiliated with Seller.

ARTICLE II CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell, release, and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) All that certain and public RIGHT OF WAY located on the .207 acre parcel of land located at the south line and near the terminus of Willow Brook Drive, approximately one-third mile east of Penick Road and being a R.O.W. Reserve for the future extension of Springer Drive, Waller County, Texas, as more particularly bounded and described as Block 2 of Willowbrook subdivision, section one, a subdivision in Waller County, Texas, located on a certain 36.18 acre tract in the R. Harvey Survey A-141, according to the plat recorded in Volume 347, p. 280 of the Deed Records of Waller County, Texas

(b) Purchaser and Seller explicitly acknowledge that Seller's conveyance of title to the public RIGHT OF WAY encumbering the **Property** necessarily and effectively removes the public nature of the RIGHT OF WAY, and releases said encumbrance upon the land.

(c) Purchaser and Seller explicitly acknowledge that Seller conveys and releases only that public RIGHT OF WAY which it owns and encumbers on the Property. No other property right, including but not limited to other easements, encumbrances, or rights that may or may not be extant at the time of this Agreement, are sold, released, intended to be released, or conveyed.

Section 2.02 AS-IS.

(a) Subject to Section 5.03 of this Agreement, Purchaser acknowledges that Purchaser has made thorough inspections and investigations of the Property and Purchaser agrees to take title to the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price. Purchaser has undertaken

all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or nonexistence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the property, and based upon same, Purchaser is and shall be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(c) Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and upon the Closing, Purchaser forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the condition of the Property.

(d) The provisions of this Section 2.02 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

ARTICLE III PURCHASE PRICE AND TOTAL DUE AT CLOSING

Section 3.01 Purchase Price. The purchase price to be paid by Purchaser to Seller for the release of the Property itself is ONE THOUSAND and 00/100 Dollars (\$1,000.00) (the "**Purchase Price**").

Section 3.02 Appraisal Fee. Pursuant to Local Government Code 263.002, Purchaser must also pay the appraisal fee of TWO THOUSAND FOUR HUNDRED AND 00/100 Dollars (\$2,400.00) associated with this sale (the "**Appraisal fee**").

Section 3.03 Total due at closing. Purchaser shall pay Seller the sum of the **Purchase Price** plus the **Appraisal Fee** at **THREE THOUSAND FOUR HUNDRED and 00/100 Dollars (\$3,400.00)** at closing, subject to any miscellaneous adjustments payable by Purchaser.

Section 3.04 No Financing. Purchaser expressly agrees and acknowledges that Purchaser's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon Purchaser's ability to obtain financing of any type or nature whatsoever (that is, whether by way of debt financing, equity investment, or otherwise).

ARTICLE IV CLOSING

Section 4.01 Closing Date.

(a) The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place at 0900 a.m. Central Time on 03/19/2025 or on such later date and time as provided under Section 4.01(b) of this Agreement (the "**Closing Date**") at the Waller County Commissioner's Court; provided, however, that: (i) prior notice is given by Purchaser to Seller not less than two (2) days prior to the Closing Date.

(b) Pursuant to Section 5.04(a) of this Agreement, Seller shall have the right to adjourn the Closing Date.

Section 4.02 Seller's Closing Deliverables. At the Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

(a) A quit claim deed, executed with the appropriate acknowledgement form and otherwise in proper form for recording so as to release encumbrance to the Property as required by this Agreement. The delivery of the deed by Seller, and the acceptance by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed pursuant to this Agreement, except those obligations of Seller that are expressly stated in this Agreement to survive the Closing.

(b) All other documents reasonably necessary or otherwise required.

Section 4.03 Purchaser's Closing Deliverables. At the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following, executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The Purchase Price.

(b) Purchaser shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 4.02 of this Agreement.

(c) All other documents reasonably necessary or otherwise required.

Section 4.04 Closing Costs.

(a) Purchaser shall pay:

(i) In addition to the sale price, all costs of conducting this sale, including the appraisal fee, pursuant to Local Government Code 263.002(e);

(b) If any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

Section 4.05 Miscellaneous. Any miscellaneous adjustments payable by Purchaser, as the case may be, that occur at the Closing may be paid at the Closing. Seller shall not pay any costs or miscellaneous adjustments whatsoever related to this agreement and sale pursuant to statute. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of Section 4.04 and Section 4.05 shall survive the Closing Date.

ARTICLE V TITLE MATTERS AND VIOLATIONS

Section 5.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, quitclaim title to the Property subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, and subject to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 5.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, windowsills, fire escapes, satellite dishes, protective netting, sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air-conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property; provided, however, that the same do not materially impair the continued use of the Property as it is being used on the date of this Agreement.

- (c) Any state of facts that an accurate survey of the Property would disclose.
- (d) Rights of tenants of the Property pursuant to the Leases and any and all amendments, assignments, subleases, with Seller, or any predecessor fee owner of the Property or other statutory tenants, and others claiming by, through, and under such tenants.
- (e) All presently existing and future liens for unpaid real estate taxes, assessments, and water and sewer charges that are not due and payable as of the Closing Date, subject to any apportionments as provided for in this Agreement.
- (f) All covenants, restrictions and rights, and all easements and agreements for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits, or other like facilities, and appurtenances thereto, over, across, and under the Property.
- (g) Party walls and party wall rights, beams and beam rights, the possible revocable nature of or lack of right to maintain vaults or other improvements or installations beyond building or property lines.
- (h) Variations between tax lot lines and lines of record title.
- (i) Any lien or encumbrance (including, without limitation, any mechanic's lien and materialmen's lien) the removal of which is the obligation of a tenant.
- (j) Any lien or encumbrance arising out of the acts or omissions of Purchaser.
- (k) Consents by Seller or any former owner for the erection and maintenance of any structures on, under, or above any streets or roads on which the Property may abut.
- (l) Any financing statements filed on a date more than five (5) years prior to the Closing Date and not renewed, and any financing statements, chattel mortgages, encumbrances, or mechanics' or other liens filed against the against property or equipment which is not part of the Property or is owned by tenants.
- (m) Such other matters as any reputable title insurer licensed to do business in Texas shall be willing, without special premium, to omit as exceptions to title insurance coverage.

Section 5.03 Seller's Inability to Convey.

- (a) If, on the Closing Date, Seller fails or is unable to quit claim title to the Property in accordance with this Agreement, Seller shall be entitled, upon written notice delivered to Purchaser on or prior to the Closing Date, to reasonable adjournments of the Closing one or more times for a period not to exceed sixty (60) days in the aggregate to enable Seller to convey such title to the Property.
- (b) If Seller does not so elect to adjourn the Closing, and on the Closing Date, fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, Purchaser shall be entitled, to either: (i) terminate this Agreement by notice to Seller delivered on

or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (ii) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date.

(c) If Seller elects to adjourn the Closing as provided in Section 5.04(a) above, this Agreement shall remain in effect for the period or periods of adjournment, in accordance with its terms. If, on the adjourned Closing Date, Seller fails or is unable to convey title to the Property subject to and in accordance with the provisions of this Agreement, Purchaser shall make its election between clauses (i) and (ii) of Section 5.04(b) above, by notice to Seller given not later than the adjourned Closing Date. If Purchaser shall fail to give such notice as aforesaid, Purchaser shall be deemed to have elected clause (ii) above and the Closing shall take place on the adjourned Closing Date.

(d) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor.

(e) Notwithstanding anything in this Section 5.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

Section 5.04 Violations. Notwithstanding anything to the contrary in this Agreement, Purchaser shall accept title to the Property subject to any and all violations or any notes or notices of violations of law or municipal ordinances, orders, or requirements noted or issued prior to, on, or after the date of this Agreement (collectively, the "**Violations**"), if any. Purchaser acknowledges and accepts that Seller shall not be obligated to comply with or take any action or incur any expense in connection with any Violations. If requested by Purchaser, Seller shall furnish Purchaser with an authorization to make any required violation searches against the Property.

ARTICLE VI LEASES

Section 6.01 Leases.

(a) Purchaser shall defend and indemnify Seller against, and hold Seller harmless from, all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, asserted by third parties for any breach, default, or violation of any Lease, or covenant thereof, occurring after the Closing Date.

ARTICLE VII RISK OF LOSS

Section 7.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement. Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty (less any [reasonable] sums expended by Seller for repair or restoration through the Closing Date) shall be assigned by Seller to Purchaser at the Closing. Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment in the event the Property shall be taken or damaged or destroyed by fire or other casualty, including without limitation, the provisions of the Uniform Vendor and Purchaser Risk Act (Tex. Prop. Code Ann. § 5.007).

ARTICLE VIII REMEDIES

Section 8.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), the parties shall be released from further liability to each other hereunder.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, the parties shall be released from further liability to each other hereunder.

(c) The provisions of this Article shall survive the Closing or termination of this Agreement.

ARTICLE IX ESCROW

Section 9.01 Escrow Terms. Not applicable.

Section 9.02 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE X NO CONFIDENTIALITY

Section 10.01 No Confidential Information. This agreement is a matter of public record or is provided in other sources readily available to the real estate industry.

Section 10.02 Survival. The provisions of this Article shall survive the Closing Date or termination of this Agreement.

ARTICLE XI BROKERS

Section 11.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, [reasonable] attorneys' fees, court costs, and interest.

Section 11.02 Survival. The provisions of this Article XIII shall survive the Closing, or the termination of this Agreement prior to the Closing.

ARTICLE XII MISCELLANEOUS

Section 12.01 Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas.

Section 12.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, with no party relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 12.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 12.04 Limitation of Liability.

(a) Neither Seller, nor any Seller-Related Party, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) Neither Purchaser, nor any Purchaser-Related Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitations, all other persons and entities, shall

look solely to Purchaser's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

Section 12.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "business day" shall be deemed to mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for business in the State of Texas.

Section 12.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 12.07 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 12.08 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any purported assignment without Seller's consent shall be void and of no force or effect. Any change in control of Purchaser or of any of the direct or indirect ownership interests in Purchaser, at any level or tier of ownership, whether in one transaction or a series of transactions, shall constitute an assignment for purposes of this Section 14.08.

Section 12.09 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 12.10 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in Texas and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 12.11 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 12.12 Time Is of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notice, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 5:00 p.m. Central Time on such date, provided that such action must be completed by 5:00 p.m. Central Time with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a business day, then such date shall be extended until the immediately following business day.

Section 12.13 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 12.14 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 12.15 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 12.16 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PURCHASER:

JACOB FLORES

By:_____

Name:

Title:

SELLER:

WALLER COUNTY, a political subdivision of
the STATE OF TEXAS

By:_____

Name:

Title:

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

QUITCLAIM DEED

STATE OF TEXAS §

§

COUNTY OF WALLER §

WALLER COUNTY, a political subdivision of the STATE OF TEXAS, hereinafter referred to as "**Grantor**," for and in consideration of ONE THOUSAND Dollars (\$1,000.00) and other good and valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has Remised, Released, and Quitclaimed, and by these presents does Remise, Release, and Quitclaim to JACOB FLORES, hereinafter referred to as "**Grantee**," all of Grantor's right, title, and interest it may have in and to the following described real estate situated in Waller County, Texas, to wit:

All that certain and public **RIGHT OF WAY** located on the .207 acre parcel of land located at the south line and near the terminus of Willow Brook Drive, approximately one-third mile east of Penick Road and being a R.O.W. Reserve for the future extension of Springer Drive, Waller County, Texas, as more particularly bounded and described as Block 2 of Willowbrook subdivision, section one, a subdivision in Waller County, Texas, located on a certain 36.18 acre tract in the R. Harvey Survey A-141, according to the plat recorded in Volume 347, p. 280 of the Deed Records of Waller County, Texas.

[SIGNATURE PAGE FOLLOWS]

Dated this _____ day of _____, 2025

FOR WALLER COUNTY, Grantor

TITLE:

Grantee's Address:

STATE OF TEXAS	§
	§
COUNTY OF WALLER	§

Before me _____, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that such person executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2025.

NAME
NOTARY PUBLIC, STATE OF TEXAS

My commission expires on: