

Parcel 302 + 302R

## **REAL ESTATE CONTRACT**

Hero Way/RM 2243

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FAB-CON PRODUCTS, INC.** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

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

All of that certain 1.139 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 302**); and

All of that certain 0.003 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 302R**);

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

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage or cost to cure the remaining property of Seller shall be the sum of NINE HUNDRED NINETY-FIVE THOUSAND and 00/100 Dollars (\$995,000.00).

#### **Payment of Purchase Price**

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

[ NSL ]

### **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**

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

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property described in Exhibit "A" herein 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 Texas National Title Company on or before December 9, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A-B", 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 Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

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

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

#### Prorations

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

#### Closing Costs

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

- (1) Owner's Title Policy 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: (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 Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

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

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after January 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Hero Way improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature page follows]*

**SELLER:**

FAB-CON PRODUCTS, INC.

By:  *Noel S. Larson*  
11/10/2022 9:46:56 PM GMT

Address: \_\_\_\_\_

P.O. Box 249  
Leander TX 78646

Name: Noel S Larson

Its: President

Date: 11/10/2022

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

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

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

**EXHIBIT A**

**County:** Williamson  
**Parcel:** 302  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 302**

METES & BOUNDS DESCRIPTION FOR A 1.139 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 76.02 ACRE TRACT OF LAND AS CONVEYED TO FAB-CON PRODUCTS, INC. BY WARRANTY DEED RECORDED IN VOLUME 527, PAGE 319 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.139 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 1/2-inch iron rod with a cap stamped "SENDERO" found at the intersection of the south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009071325, both of the Official Public Records of Williamson County, Texas, and the west right-of-way line of County Road 269 (width varies), (no deed of record found), at the northeast corner of the above described Fab-Con remainder tract, and at the southeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "PREMIER SURVEYING" found at the intersection of the south right-of-way line of said Hero Way and the east right-of-way line of said County Road 269, at the northwest corner of a called 1.469 acre tract of land as conveyed to Abhiram Garapati and Rekah Garapati by General Warranty Deed with Vendor's Lien recorded in Document Number 2019006980 of the Official Public Records of Williamson County, Texas, bears N 86°13'31" E a distance of 79.91 feet;

THENCE, with the west right-of-way line of said County Road 269 and the east line of said Fab-Con remainder tract, S 20°29'59" E a distance of 84.92 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,286.26, E: 3,082,059.04) set at the beginning of a non-tangent curve to the left, for the most easterly corner of the herein described tract, 351.09 feet right of FM 2243 baseline station 105+88.93, from which a 5/8-inch iron rod found at the southeast corner of said Fab-Con remainder tract, and at the northeast corner of the remainder of a called 3.74 acre tract of land as conveyed to Federick A. Jay by General Warranty Deed recorded in Document Number 2002087971 of the Official Public Records of Williamson County, Texas, bears S 20°29'59" E a distance of 15.30 feet;



THENCE, departing the west right-of-way line of said County Road 269, over and across said Fab-Con remainder tract, along said curve to the left, an arc distance of 24.76 feet, having a radius of 991.00 feet, a central angle of  $01^{\circ}25'53''$  and a chord which bears  $S\ 30^{\circ}47'03''\ W$  a distance of 24.76 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the south line of said Fab-Con remainder tract and the north line of said Jay remainder tract, for the southeast corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which said 5/8-inch iron rod found at the southeast corner of said Fab-Con remainder tract, and at the northeast corner of said Jay remainder tract, bears  $N\ 68^{\circ}58'05''\ E$  a distance of 19.32 feet;

THENCE, with the south line of said Fab-Con remainder tract and the north line of said Jay remainder tract,  $S\ 68^{\circ}58'05''\ W$  a distance of 481.88 feet to a 1/2-inch iron rod with an illegible cap found on the curving northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2004088731, 2005013409 and 2005101481, all of the Official Public Records of Williamson County, Texas, at the southwest corner of said Fab-Con remainder tract, at the northwest corner of said Jay remainder tract, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 367.14 feet right of FM 2243 baseline station 100+87.62, from which a 1/2-inch iron rod with an illegible cap found at the southwest corner of said Jay remainder tract, bears along a curve to the right, an arc distance of 205.31 feet, having a radius of 2,884.79 feet, a central angle of  $04^{\circ}04'40''$  and a chord which bears  $S\ 33^{\circ}57'20''\ E$  a distance of 205.26 feet;

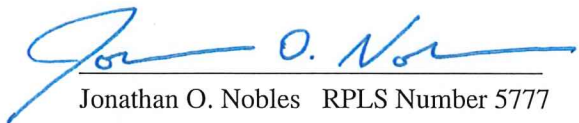
THENCE, with the curving northeast right-of-way line of said U.S. Highway 183A and the southwest line of said Fab-Con remainder tract, along a curve to the left, an arc distance of 43.66 feet, having a radius of 2,884.79 feet, a central angle of  $00^{\circ}52'02''$  and a chord which bears  $N\ 36^{\circ}25'41''\ W$  a distance of 43.66 feet to a 1/2-inch iron rod found at the intersection with the south right-of-way line of said Hero Way, at the south corner of a called 0.0389 acre tract of land described as Parcel 17B as dedicated in said Document Number 2009017325 of the Official Public Records of Williamson County, Texas, and at the most westerly corner of said Fab-Con remainder tract, for the most westerly corner of the herein described tract;

THENCE, with the south right-of-way line of said Hero Way and the west line of said Fab-Con remainder tract,  $N\ 15^{\circ}39'48''\ E$  a distance of 71.52 feet to a calculated point at the northeast corner of said Parcel 17B, and at the northwest corner of said Fab-Con remainder tract, for the northwest corner of the herein described tract;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said Fab-Con remainder tract, N 68°52'28" E a distance of 470.98 feet to the **POINT OF BEGINNING** and containing 1.139 acres (49,601 square feet) of land more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



10/05/2022

Date

Client: Williamson County

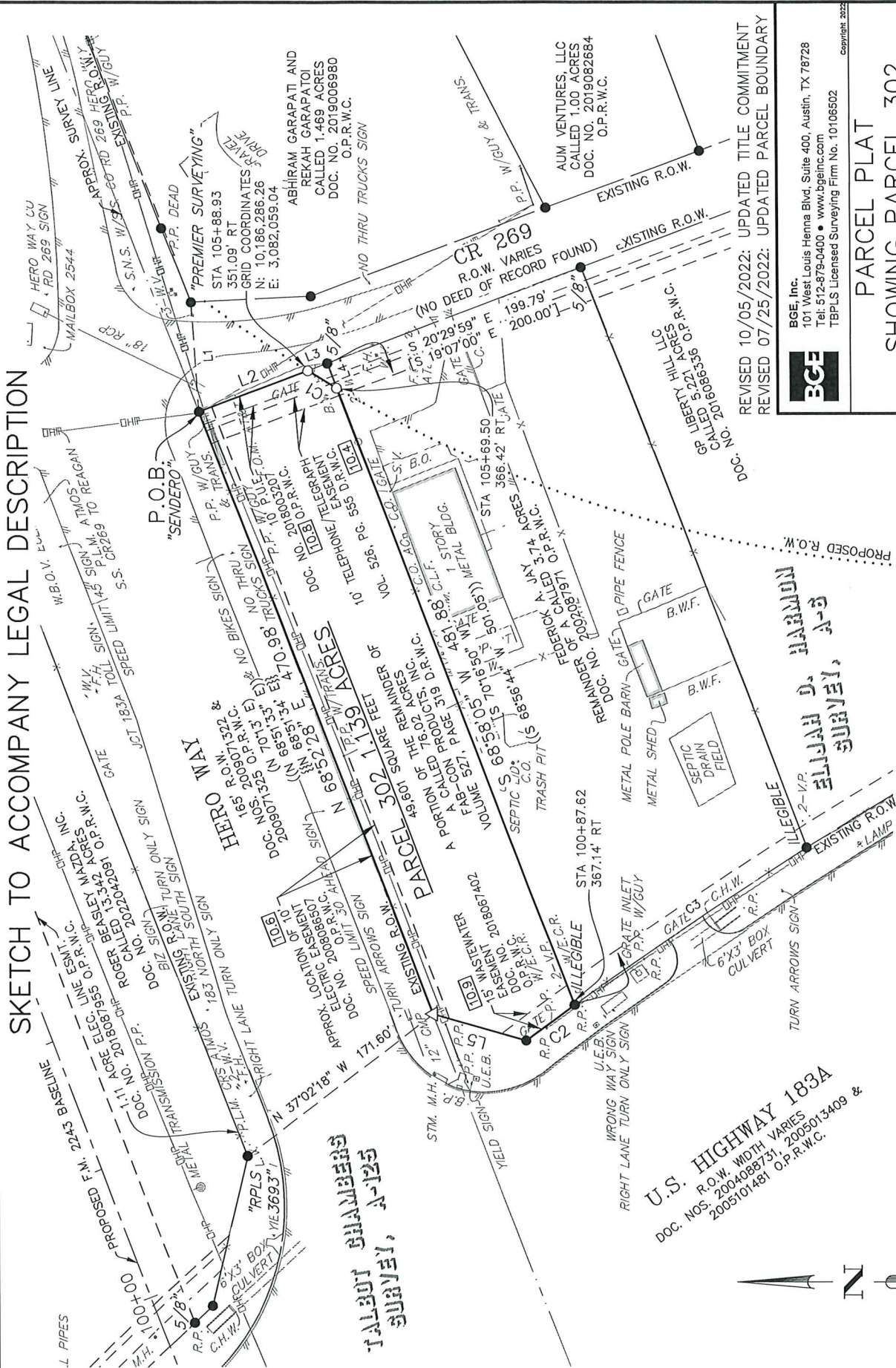
Date: May 27, 2022

Revised: July 25, 2022

Revised: October 5, 2022

Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

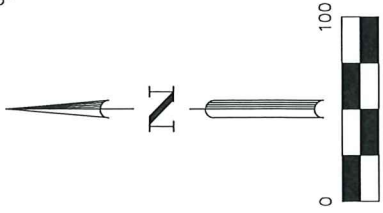


BGE, Inc.  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT			
SHOWING PARCEL 302			
1.139 ACRES			
FM 2243			
WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/27/2022	4 of 6

REVISED 10/05/2022: UPDATED TITLE COMMITMENT  
REVISED 07/25/2022: UPDATED PARCEL BOUNDARY

U.S. HIGHWAY 183A  
R.O.W. WIDTH VARIES  
DOC. NOS. 2004088731, 2005013409 &  
2005101481 O.P.R.W.C.





LEGEND

- B.

BLDG.

B.P.

B.W.F.

C.H.W.

C.L.F.

CMP

C.O.

DOC.

D.R.W.C.

E.C.R.

E.M.

ELEC.

ESMT.

F.H.

F.O.M.

G.P.

M.H.

NO.

NOS.

O.P.R.W.C.

P.L.M.

P.L.V.

P.O.B.

P.P.

RCP

R.O.W.

R.P.

S.N.S

S.S.

STM.

S.V.

TRANS.

U.E.B.

V.P.

W.M.

W.V.

W.W.

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—DHT—

—DHP—

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- BOLLARD

BUILDING

BRICK PAVERS

BARBED WIRE FENCE

CONCRETE HEADWALL

CHAIN LINK FENCE

CORRUGATED METAL PIPE

CLEAN OUT

DOCUMENT

DEED RECORDS OF WILLIAMSON COUNTY

ELECTRIC CONDUIT RISER

ELECTRIC METER

ELECTRIC

EASEMENT

FIRE HYDRANT

FIBER OPTIC MARKER

GATE POST

MANHOLE

NUMBER

NUMBERS

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

PIPELINE MARKER

PIPELINE VENT

POINT OF BEGINNING

POWER POLE

REINFORCED CONCRETE PIPE

RIGHT-OF-WAY

REFLECTOR POST

STREET NAME SIGN

STOP SIGN

STORM

SPRINKLER VALVE

TRANSFORMER

UNDERGROUND ELECTRIC BOX

VERTICAL PIPE

WATER METER

WATER VALVE

WATER WELL

RECORD INFO FOR VOL. 527, PG. 319 D.R.W.C.

RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.

RECORD INFO FOR DOC. NO. 2009071325 O.P.R.W.C.

RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C.

RECORD INFO FOR DOC. NO. 2005013409 O.P.R.W.C.

RECORD INFO FOR DOC. NOS. 2009071322 & 2009017325 O.P.R.W.C.

FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)

CALCULATED POINT

WIRE FENCE

OVERHEAD TELEPHONE

OVERHEAD POWER

EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 86°13'31" E	79.91'
L2	S 20°29'59" E	84.92'
L3	S 20°29'59" E	15.30'
L4	N 68°58'05" E	19.32'
L5	N 15°39'48" E	71.52'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L2)	(S 19°07' E)	
(L3)	(S 19°07' E)	
{L5}	{N 15°39'48" E}	{71.41'}

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	24.76'	991.00'	1°25'53"	S 30°47'03" W
C2	43.66'	2,884.79'	0°52'02"	N 36°25'41" W
C3	205.31'	2,884.79'	4°04'40"	S 33°57'20" E

RECORD CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
((C2))		((2,884.79'))		
[[C3]]	[[205.05']]	[[2,884.79']]	[[4°04'21']]	[[N 33°56'21" W]]

REVISED 10/05/2022: UPDATED TITLE COMMITMENT  
REVISED 07/25/2022: UPDATED PARCEL BOUNDARY



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PARCEL PLAT SHOWING PARCEL 302 1.139 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 05/27/2022	Page: 5 of 6

GENERAL NOTES:

- 1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
- 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
- 3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158399, DATED EFFECTIVE SEPTEMBER 14, 2022 AND ISSUED ON SEPTEMBER 26, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 A WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 438, PAGE 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 517, PAGE 163, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 A TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 577, PAGE 496, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; AND AS AFFECTED BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2008066744, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.6 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2008086507, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2008086508, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT BUT LOCATION CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10.8 A UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018003207, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.9 A WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018067402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



*Jonathan O. Nobles* 10/05/2022  
JONATHAN O. NOBLES RPLS NO. 5777  
BGE, INC.  
101 WEST LOUIS HENNA BLVD., SUITE 400  
AUSTIN, TEXAS 78728  
TELEPHONE: (512) 879-0400

REVISED 10/05/2022: UPDATED TITLE COMMITMENT  
REVISED 07/25/2022: UPDATED PARCEL BOUNDARY



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TBPLS Licensed Surveying Firm No. 10106502

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SHOWING PARCEL 302			
1.139 ACRES			
FM 2243			
WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/27/2022	6 of 6



**EXHIBIT B**

**County:** Williamson  
**Parcel:** 302R  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 302R**

METES & BOUNDS DESCRIPTION FOR A 0.003 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 76.02 ACRE TRACT OF LAND AS CONVEYED TO FAB-CON PRODUCTS, INC. BY WARRANTY DEED RECORDED IN VOLUME 527, PAGE 319 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.003 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a 1/2-inch iron rod with a cap stamped "SENDERO" found at the intersection of the south right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009071325, both of the Official Public Records of Williamson County, Texas, and the west right-of-way line of County Road 269 (width varies), (no deed of record found), at the northeast corner of the above described Fab-Con remainder tract, and at the southeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with a cap stamped "PREMIER SURVEYING" found at the intersection of the south right-of-way line of said Hero Way and the east right-of-way line of said County Road 269, at the northwest corner of a called 1.469 acre tract of land as conveyed to ANT Savings Corp by Texas Special (Limited) Warranty Deed recorded in Document Number 2022089162 of the Official Public Records of Williamson County, Texas, bears N 86°13'31" E a distance of 79.91 feet; Thence, with the west right-of-way line of said County Road 269 and the east line of said Fab-Con remainder tract, S 20°29'59" E a distance of 84.92 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,286.26, E: 3,082,059.04) set for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 351.09 feet right of FM 2243 baseline station 105+88.93;

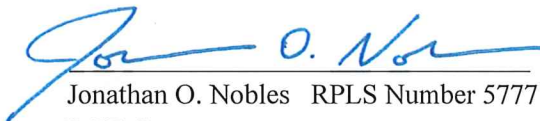
THENCE, continuing with the west right-of-way line of said County Road 269 and the east line of said Fab-Con remainder tract, S 20°29'59" E a distance of 15.30 feet to a 5/8-inch iron rod found at the southeast corner of said Fab-Con remainder tract, and at the northeast corner of the remainder of a called 3.74 acre tract of land as conveyed to Federick A. Jay by General Warranty Deed recorded in Document Number 2002087971 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 366.40 feet right of FM 2243 baseline station 105+88.81, from which a 5/8-inch iron rod found at the southeast corner of said Jay remainder tract, bears S 20°29'59" E a distance of 199.79 feet;

THENCE, departing the west right-of-way line of said County Road 269, with the south line of said Fab-Con remainder tract and the north line of said Jay remainder tract, S 68°58'05" W a distance of 19.32 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, for the southwest corner of the herein described tract, 366.42 feet right of FM 2243 baseline station 105+69.50, from which a 1/2-inch iron rod with an illegible cap found on the curving northeast right-of-way line of U.S. Highway 183A (width varies) as dedicated in Document Numbers 2004088731, 2005013409 and 2005101481, all of the Official Public Records of Williamson County, Texas, at the southwest corner of said Fab-Con remainder tract, at the northwest corner of said Jay remainder tract, and at the most easterly common corner of a called 1.557 acre tract of land described as Parcel 33 as dedicated in said Document Number 2005013409 of the Official Public Records of Williamson County, Texas, and a called 2.115 acre tract of land described as Parcel 32 Part 1 as dedicated in said Document Number 2005101481 of the Official Public Records of Williamson County, Texas, bears S 68°58'05" W a distance of 481.88 feet;

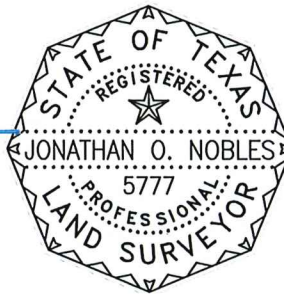
THENCE, departing the north line of said Jay remainder tract, over and across said Fab-Con remainder tract, along said curve to the right, an arc distance of 24.76 feet, having a radius of 991.00 feet, a central angle of 01°25'53" and a chord which bears N 30°47'03" E a distance of 24.76 feet to the **POINT OF BEGINNING** and containing 0.003 acre (149 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777  
BGE, Inc.

101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



10/24/2022

Date

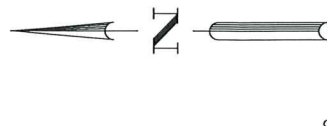
Client: Williamson County  
Date: September 23, 2022  
Revised: October 24, 2022  
Project Number: 7473-00



LEAF, A-125  
TABLET, CHLORALHYDRATE

U.S. HIGHWAY 183A  
R.O.W. WIDTH VARIES  
DOC. NOS. 2004088731, 2005013409 &  
2005101481 O.P.R.W.C.

ELIJAH D. HARRISON  
SUPERVISOR



PARCEL PLAT  
SHOWING PARCEL  
0.003 ACRE  
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/23/2022	3 of 5



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • [www.bgeinc.com](http://www.bgeinc.com)  
TBPLS Licensed Surviving Firm No. 10106502

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LEGEND

- B.

BLDG.

B.P.

B.W.F.

C.H.W.

C.L.F.

CMP

C.O.

DOC.

D.R.W.C.

E.C.R.

E.M.

ELEC.

ESMT.

F.H.

F.O.M.

G.P.

M.H.

NO.

NOS.

O.P.R.W.C.

P.L.M.

P.L.V.

P.O.B.

P.O.R.

P.P.

RCP

R.O.W.

R.P.

S.N.S

S.S.

STM.

S.V.

TRANS.

U.E.B.

V.P.

W.M.

W.V.

W.W.

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x

—DHT—

—DHP—

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[10.6]
- BOLLARD

BUILDING

BRICK PAVERS

BARBED WIRE FENCE

CONCRETE HEADWALL

CHAIN LINK FENCE

CORRUGATED METAL PIPE

CLEAN OUT

DOCUMENT

DEED RECORDS OF WILLIAMSON COUNTY

ELECTRIC CONDUIT RISER

ELECTRIC METER

ELECTRIC

EASEMENT

FIRE HYDRANT

FIBER OPTIC MARKER

GATE POST

MANHOLE

NUMBER

NUMBERS

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

PIPELINE MARKER

PIPELINE VENT

POINT OF BEGINNING

POINT OF REFERENCE

POWER POLE

REINFORCED CONCRETE PIPE

RIGHT-OF-WAY

REFLECTOR POST

STREET NAME SIGN

STOP SIGN

STORM

SPRINKLER VALVE

TRANSFORMER

UNDERGROUND ELECTRIC BOX

VERTICAL PIPE

WATER METER

WATER VALVE

WATER WELL

RECORD INFO FOR VOL. 527, PG. 319 D.R.W.C.

RECORD INFO FOR DOC. NO. 2002087971 O.P.R.W.C.

RECORD INFO FOR DOC. NO. 2005101481 O.P.R.W.C.

RECORD INFO FOR DOC. NOS. 2009071322 & 2009017325 O.P.R.W.C.

FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)

SET 1/2" IRON ROD W/CAP "WILCO ROW 577"

CALCULATED POINT

WIRE FENCE

OVERHEAD TELEPHONE

OVERHEAD POWER

EDGE OF ASPHALT

SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 86°13'31" E	79.91'
L2	S 20°29'59" E	84.92'
L3	S 20°29'59" E	15.30'
L4	S 68°58'05" W	19.32'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L2)	(S 19°07' E)	
(L3)	(S 19°07' E)	
{L5}	{N 15°39'48" E}	{71.41'}

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	24.76'	991.00'	1°25'53"	N 30°47'03" E	24.76'

REVISED 10/24/2022: UPDATED TITLE COMMITMENT



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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT  
SHOWING PARCEL 302R  
0.003 ACRE  
FM 2243  
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'  
Job No.: 7473-00  
Date: 09/23/2022  
Page: 4 of 5



GENERAL NOTES:

- 1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
- 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
- 3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158399, DATED EFFECTIVE SEPTEMBER 14, 2022 AND ISSUED ON SEPTEMBER 26, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 A WATER CONTROL EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 438, PAGE 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 517, PAGE 163, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 A TELEPHONE/TELEGRAPH EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 526, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 577, PAGE 496, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; AND AS AFFECTED BY RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2008066744, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.6 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2008086507, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2008086508, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT BUT LOCATION CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.
- 10.8 A UTILITY EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018003207, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.9 A WASTEWATER EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN DOCUMENT NO. 2018067402, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



10/24/2022

*Jonathan O. Nobles*  
JONATHAN O. NOBLES RPLS NO. 5777  
BGE, INC.

101 WEST LOUIS HENNA BLVD., SUITE 400  
AUSTIN, TEXAS 78728  
TELEPHONE: (512) 879-0400

REVISED 10/24/2022: UPDATED TITLE COMMITMENT



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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT  
SHOWING PARCEL 302R  
0.003 ACRES  
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 09/23/2022	Page: 5 of 5
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# EXHIBIT "C"

Parcel 302 + 302R

## DEED

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

All of that certain 1.139 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 302**); and

All of that certain 0.003 acre tract of land out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 302R**);

**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 and/or the State of 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 Grantee's roadway improvements and related facilities.

**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 and through 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 \_\_\_\_\_, 2022.

*[signature pages follow]*

**GRANTOR:**

FAB-CON PRODUCTS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF \_\_\_\_\_

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 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:**