

**REAL ESTATE CONTRACT**

Hero Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HARMONY PUBLIC SCHOOLS** (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 3.098-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 325**);

HVTL Electric Line Easement interest in and across all of that certain 1.896-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 325E**);

Drainage Easement interest in and across all of that certain 0.012-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 325D**);

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 to be conveyed is broken down as follows:

For the acquisition of the fee simple property described in Exhibit "A," as well as any improvements thereon, and any damages to the remaining property of Seller shall be the sum of FIVE HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED THIRTY-NINE and 00/100 Dollars (\$569,439.00).

2.01.2. Compensation for the acquisition of the HVTL Electric Line Easement on the Property described in Exhibit,"B" Purchaser shall pay the amount of SIX HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED NINETY-SEVEN and 00/100 Dollars (\$621,597.00).

2.01.3. Compensation for the acquisition of the Drainage Easement on the Property described in Exhibit "C," Purchaser shall pay the amount of TWO HUNDRED TWENTY-NINE and 00/100 Dollars (\$229.00).

2.01.4. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of TWENTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-SIX and 00/100 Dollars (\$28,766.00).

#### Payment of Purchase Price

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

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### Conditions to Purchaser's Obligations

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

#### Miscellaneous Conditions

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 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 October 15, 2023, 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 Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", deliver to Williamson County a duly executed and acknowledged Electric Line Easement conveying such interest in all of the Property described in Exhibit "B", and deliver to Williamson County a duly executed and acknowledged Drainage Easement in and across the portion of the Property described in Exhibit "C", all 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 to Purchaser shall be in the form as shown in Exhibit "D" attached hereto. The Electric Line Easement shall be in the form as shown in Exhibit "E" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "F".

(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

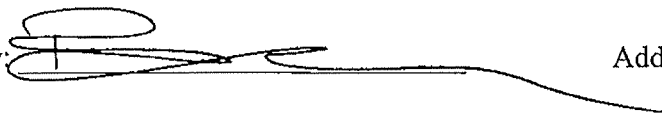
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

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 August 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.

**SELLER:**

HARMONY PUBLIC SCHOOLS

By:  Address: 1321 W Sam Houston Pkwy S

Name: Nihat Bayhan Houston, TX 77099

Its: Deputy Superintendent

Date: 9/11/23

**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:** 325  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 325**

METES & BOUNDS DESCRIPTION FOR A 3.098 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 27.992 ACRE TRACT OF LAND DESCRIBED AS TRACT I AS CONVEYED TO HARMONY PUBLIC SCHOOLS BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021088010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.098 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 found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southwest corner of the above described Harmony Public Schools Tract, and at the southeast corner of a called 4.411 acre tract of land as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said Carter Tract, bears S 69°33'50" W a distance of 60.09 feet;

THENCE, with the west line of said Harmony Public Schools Tract and the east line of said Carter Tract, N 21°03'39" W, pass a 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 98.28 feet, and continuing on for a total distance of 211.78 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,769.12, E: 3,084,986.80) set for the northwest corner of the herein described tract, 211.0 feet left of FM 2243 baseline station 138+41.21, from which a 1/2-inch iron rod found on the line common to said Harmony Public Schools Tract and said Carter Tract, bears N 21°03'39" W a distance of 627.66 feet;

THENCE, over and across said Harmony Public Schools Tract, N 75°22'23" E a distance of 822.17 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 146+63.37;

THENCE, continuing over and across said Harmony Public Schools Tract, S 21°13'36" E a distance of 3.81 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+63.81;

THENCE, continuing over and across said Harmony Public Schools Tract, N 75°22'23" E a distance of 3.80 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said Harmony Public Schools Tract and the west line of a called 6.481 acre tract of land as conveyed to Charles Todd Hoskins and wife, Terry Hoskins by Warranty Deed recorded in Document Number 2004000861 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+67.62, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northwest corner of said Hoskins Tract, bears N 21°16'05" W a distance of 552.92 feet;

THENCE, with the east line of said Harmony Public Schools Tract and the west line of said Hoskins Tract, S 21°16'05" E a distance of 112.04 feet to a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Harmony Public Schools Tract, and at the southwest corner of said Hoskins Tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPSL 4303" found on the north right-of-way line of said Hero Way, at the southeast corner of said Hoskins Tract, bears N 68°52'47" E a distance of 426.65 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Harmony Public Schools Tract, S 68°34'25" W a distance of 521.05 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Harmony Public Schools Tract, S 68°55'47" W a distance of 300.15 feet to the **POINT OF BEGINNING** and containing 3.098 acres (134,952 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.

### **PRELIMINARY**

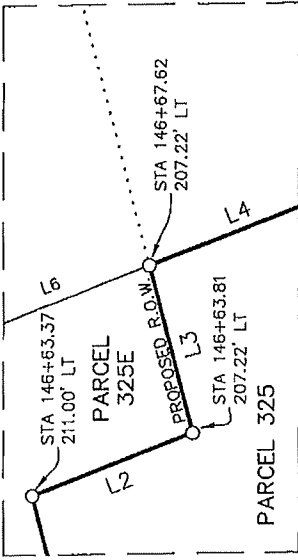
**This document shall not be  
recorded for any purpose.**

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

\_\_\_\_\_  
Date

Client: Williamson County  
Date: April 18, 2023  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DETAIL "A" N.T.S.

**TALBOT CHAMBERS  
SURVEY, A-125**

CHARLES TODD HOSKINS  
AND WIFE, TERRY HOSKINS  
CALLED 6.481 ACRES  
DOC. NO. 2004000861  
O.P.R.W.C.

"U.E. GARON RPLS 4303"

HARMONY PUBLIC SCHOOLS  
CALLED 27.992 ACRES  
(TRACT I)  
DOC. NO. 2021088010  
O.P.R.W.C.

PARCEL 325D  
PROPOSED  
DRAINAGE  
EASEMENT

SEE DETAIL "A"

PARCEL 325E  
PROPOSED  
ELECTRIC  
EASEMENT

STA 138+41.21  
GRID COORDINATES  
N: 10,187,769.12  
E: 3,084,986.80

**PARCEL 325 3.098 ACRES**  
134,952 SQUARE FEET

A PORTION OF A CALLED 27.992 ACRES  
(TRACT I) HARMONY PUBLIC SCHOOLS  
DOC. NO. 2021088010  
O.P.R.W.C.

STELLA CARTER (LE)  
CALLED 4.411 ACRES  
VOL. 2059, PG. 702 O.R.W.C.  
AS AFFECTED BY  
DOC. NO. 2022028373 O.P.R.W.C.  
AND DESCRIBED IN  
VOL. 894, PG. 532 D.R.W.C.

HEROWAY CROSSING LLC  
CALLED 27.868 ACRES  
DOC. NO. 2020158793 O.P.R.W.C.

HERO WAY  
CAPITAL, LLC  
CALLED 41.56  
ACRES  
DOC. NO.  
2021121563  
O.P.R.W.C.

**ELIJAH D. HARMON  
SURVEY, A-3**

**PRELIMINARY  
PENDING FINAL  
REVIEW**

JNK PROPERTIES 1, LTD.  
CALLED 19.95 ACRES  
(TRACT 7)  
DOC. NO. 2021182868 O.P.R.W.C.  
AS DESCRIBED IN  
DOC. NO. 2004073628 O.P.R.W.C.

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

**PARCEL PLAT SHOWING**  
**PARCEL 325**  
**3.098 ACRES**  
**FM 2243**  
**WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'  
Job No.: 7473-00  
Date: 04/18/2023  
Page: 3 of 4

LEGEND

- B.F. BOARD FENCE  
B.W.F. BARBED WIRE FENCE  
C.H.W. CONCRETE HEADWALL  
C.L.F. CHAIN LINK FENCE  
CMP CORRUGATED METAL PIPE  
C.R.S. CATHODIC READING STATION  
DOC. DOCUMENT  
D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY  
ELEC. ELECTRIC  
ESMT. EASEMENT  
F.P. FENCE POST  
G.C.B. GATE CONTROL BOX  
G.P. GATE POST  
G.R. GUARD RAIL  
NO. NUMBER  
N.T.S. NOT TO SCALE  
O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY  
O.P.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY  
PED. PEDESTAL  
PG. PAGE  
P.L.M. PIPELINE MARKER  
P.O.B. POINT OF BEGINNING  
P.P. POWER POLE  
R.P. REFLECTOR POST  
R.O.W. RIGHT-OF-WAY  
TEL. TELEPHONE  
TRANS. TRANSFORMER  
VOL. VOLUME  
W.M. WATER METER  
W.V. WATER VALVE  
( ) RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.  
[ ] RECORD INFO FOR DOC. NO. 2021008010 O.P.R.W.C.  
{ } RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.  
● FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)  
○ SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"  
△ CALCULATED POINT  
x WIRE FENCE  
— METAL FENCE  
— OVERHEAD TELEPHONE  
— OVERHEAD POWER  
— EDGE OF ASPHALT

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. NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°33'50" W	60.09'
L2	S 21°13'36" E	3.81'
L3	N 75°22'23" E	3.80'
L4	S 21°16'05" E	112.04'
L5	N 68°52'47" E	426.65'
L6	N 21°16'05" W	552.92'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{S 70°07'25" W}	{60.00'}
(L8)	(N 70°56'19" E)	(426.49')

PRELIMINARY  
PENDING FINAL  
REVIEW



BGE, Inc.  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10108502

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PARCEL PLAT SHOWING

PARCEL 325  
3.098 ACRES  
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/18/2023	4 of 4

**EXHIBIT B**

County: Williamson  
Parcel: 325E  
Highway: FM 2243

**METES & BOUNDS DESCRIPTION FOR PARCEL 325E**

METES & BOUNDS DESCRIPTION FOR A 1.896 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 27.992 ACRE TRACT OF LAND DESCRIBED AS TRACT I AS CONVEYED TO HARMONY PUBLIC SCHOOLS BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021088010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.896 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 found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southwest corner of the above described Harmony Public Schools Tract, and at the southeast corner of a called 4.411 acre tract of land as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said Carter Tract, bears S 69°33'50" W a distance of 60.09 feet; Thence, with the west line of said Harmony Public Schools Tract and the east line of said Carter Tract, N 21°03'39" W, pass a 5/8-inch iron rod with cap stamped "SAM LLC" found at a distance of 98.28 feet, and continuing on for a total distance of 211.78 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,769.12, E: 3,084,986.80) set for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 211.00 feet left of FM 2243 baseline station 138+41.21;

THENCE, continuing with the west line of said Harmony Public Schools Tract and the east line of said Carter Tract, N 21°03'39" W a distance of 100.63 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 311.00 feet left of FM 2243 baseline station 138+29.93, from which a 1/2-inch iron rod found on the line common to said Harmony Public Schools Tract and said Carter Tract, bears N 21°03'39" W a distance of 527.02 feet;

THENCE, over and across said Harmony Public Schools Tract, N 75°22'23" E a distance of 825.60 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said Harmony Public Schools Tract and on the west line of a called 6.481 acre tract of land as conveyed to Charles Todd Hoskins and wife, Terry Hoskins by Warranty Deed recorded in Document Number 2004000861 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 311.00 feet left of FM 2243 baseline station 146+55.53, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northwest corner of said Hoskins tract, bears N 21°16'05" W a distance of 448.44 feet;

THENCE, with the east line of said Harmony Public Schools Tract and the west line of said Hoskins Tract, S 21°16'05" E a distance of 104.48 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+67.62, from which a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Harmony Public Schools Tract, and at the southwest corner of said Hoskins Tract, bears S 21°16'05" E a distance of 112.04 feet;

THENCE, over and across said Harmony Public Schools Tract, S 75°22'23" W a distance of 3.80 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 207.22 feet left of FM 2243 baseline station 146+63.81;

THENCE, continuing over and across said Harmony Public Schools Tract, N 21°13'36" W a distance of 3.81 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 146+63.37;

THENCE, continuing over and across said Harmony Public Schools Tract, S 75°22'23" W a distance of 822.17 feet to the **POINT OF BEGINNING** and containing 1.896 acres (82,593 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.

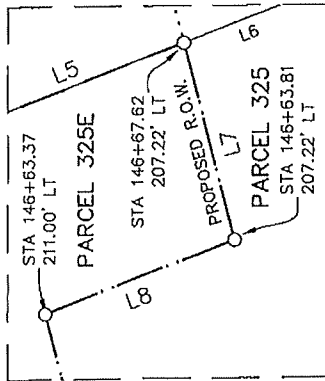
**PRELIMINARY**  
This document shall not be  
recorded for any purpose.

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

\_\_\_\_\_  
Date

Client: Williamson County  
Date: April 18, 2023  
Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**TALBOT CHAMBERS  
SURVEY, A-125**

"J.E. GARNON  
RPLS 4303"

CHARLES TODD HOSKINS  
AND WIFE, TERRY HOSKINS  
CALLED 6.481 ACRES  
DOC. NO. 2004000861  
O.P.R.W.C.

HARMONY PUBLIC SCHOOLS  
CALLED 27.992 ACRES  
(TRACT 1)  
DOC. NO. 2021088010  
O.P.R.W.C.

SEE DETAIL "A"

PARCEL 325E 1.896 ACRES

82.593 SQUARE FEET

A PORTION OF A CALLED 27.992 ACRES (TRACT 1)  
HARMONY PUBLIC SCHOOLS  
DOC. NO. 2021088010 O.P.R.W.C.

PARCEL 325D  
PROPOSED  
DRAINAGE  
EASEMENT

PROPOSED R.O.W.

PARCEL 325  
PROPOSED FM 2243 R.O.W. DR. TRANSMISSION

STELLA CARTER  
CALLED 4.411 ACRES  
VOL. 2059, PG. 702 O.P.R.W.C.  
AFFECTED BY  
DOC. NO. 2022028373 O.P.R.W.C.  
AND DESCRIBED IN  
VOL. 894, PG. 532 D.R.W.C.

HERO WAY  
CAPITAL, LLC  
CALLED 41.56  
ACRES  
DOC. NO.  
2021121563  
O.P.R.W.C.

JNK PROPERTIES 1, LTD.  
CALLED 19.95 ACRES  
(TRACT 7)  
DOC. NO. 2021182868 O.P.R.W.C.  
AS DESCRIBED IN  
DOC. NO. 2004073628 O.P.R.W.C.



BCE, Inc.  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-379-0400 • www.bcelinc.com  
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2022

PARCEL PLAT SHOWING

PARCEL 325E

1.896 ACRES

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'  
Job No: 7473-00  
Date: 04/18/2023  
Page: 4 of 5

PRELIMINARY  
PENDING FINAL  
REVIEW

**ELIJAH D. HARMON  
SURVEY, A-5**

HEROWAY CROSSING LLC  
CALLED 27.868 ACRES  
DOC. NO. 2020158793 O.P.R.W.C.

B.F.

B.W.F.

C.H.W.

C.L.F.

CMP

C.R.S.

DOC.

D.R.W.C.

ELEC.

ESMT.

F.P.

G.C.B.

G.P.

G.R.

NO.

N.T.S.

O.P.R.W.C.

O.P.W.C.

PED.

PG.

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BOARD FENCE

BARBED WIRE FENCE

CONCRETE HEADWALL

CHAIN LINK FENCE

CORRUGATED METAL PIPE

CATHODIC READING STATION

DOCUMENT

DEED RECORDS OF WILLIAMSON COUNTY

ELECTRIC

EASEMENT

FENCE POST

GATE CONTROL BOX

GATE POST

GUARD RAIL

NUMBER

NOT TO SCALE

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

OFFICIAL RECORDS OF WILLIAMSON COUNTY

PEDESTAL

PAGE

PIPELINE MARKER

POINT OF BEGINNING

POWER POLE

REFLECTOR POST

RIGHT-OF-WAY

TELEPHONE

TRANSFORMER

VOLUME

WATER METER

WATER VALVE

RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.

RECORD INFO FOR DOC. NO. 2021008010 O.P.R.W.C.

RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.

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

SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"

CALCULATED POINT

WIRE FENCE

METAL FENCE

OVERHEAD TELEPHONE

OVERHEAD POWER

EDGE OF ASPHALT

GENERAL NOTES:

- 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
- A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
- NO TITLE COMMITMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER THE SUBJECT TRACT.

PRELIMINARY  
PENDING FINAL  
REVIEW

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°33'50" W	60.09'
L2	N 21°03'39" W	100.63'
L3	N 21°03'39" W	527.02'
L4	N 21°16'05" W	448.44'
L5	S 21°16'05" E	104.48'
L6	S 21°16'05" E	112.04'
L7	S 75°22'23" W	3.80'
L8	N 21°13'36" W	3.81'



BCE, Inc.  
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Tel: 512-878-0400 • www.bgeinc.com  
TSPS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING

PARCEL 325E

1.896 ACRES

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100' Job No.: 7473-00 Date: 04/18/2023 Page: 5 of 5



**EXHIBIT C**

**County:** Williamson  
**Parcel:** 325D  
**Highway:** FM 2243

**METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 325D**

METES & BOUNDS DESCRIPTION FOR A 0.012 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 27.992 ACRE TRACT OF LAND DESCRIBED AS TRACT I AS CONVEYED TO HARMONY PUBLIC SCHOOLS BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021088010 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.012 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 found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southwest corner of the above described Harmony Public Schools Tract, and at the southeast corner of a called 4.411 acre tract of land as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said Carter Tract, bears S 69°33'50" W a distance of 60.09 feet; Thence, with the north right-of-way line of said Hero Way and the south line of said Harmony Public Schools Tract, N 68°55'47" E a distance of 300.15 feet to a 1/2-inch iron rod found for an angle point, from which a 5/8-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Harmony Public Schools Tract, bears N 68°34'25" E a distance of 521.05 feet; Thence, departing the north right-of-way line of said Hero Way, over and across said Harmony Public Schools Tract, N 03°00'54" E a distance of 185.49 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,187,864.61, E: 3,085,352.70) for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 211.00 feet left of FM 2243 baseline station 142+19.41;

THENCE, continuing over and across said Harmony Public Schools Tract, N 44°08'24" W a distance of 17.24 feet to a calculated point for the northwest corner of the herein described tract;

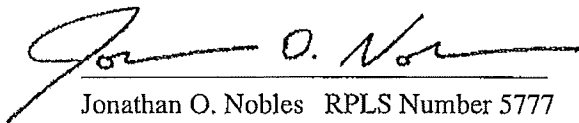
THENCE, continuing over and across said Harmony Public Schools Tract, N 75°22'23" E a distance of 34.47 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Harmony Public Schools Tract, S 44°08'24" E a distance of 17.24 feet to a calculated point for the southeast corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 142+53.88;

THENCE, continuing over and across said Harmony Public Schools Tract, S 75°22'23" W a distance of 34.47 feet to the **POINT OF BEGINNING** and containing 0.012 acre (517 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

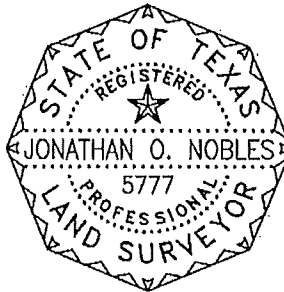
BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



10/04/2022

Date

Client: Williamson County

Date: October 4, 2022

Project Number: 7473-00

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**TALBOT CHAMBERS  
SURVEY, A-125**

HARMONY PUBLIC SCHOOLS  
CALLED 27.992 ACRES  
(TRACT I)  
DOC. NO. 2021088010  
O.P.R.W.C.

**EASEMENT PARCEL 325D**  
**0.012 ACRE**  
517 SQUARE FEET

A PORTION OF A CALLED 27.992 ACRES  
(TRACT I) HARMONY PUBLIC SCHOOLS  
DOC. NO. 2021088010

HARMONY PUBLIC SCHOOLS  
CALLED 27.992 ACRES  
(TRACT I)  
DOC. NO. 2021088010  
O.P.R.W.C.

CHARLES TODD HOSKINS  
AND WIFE, TERRY HOSKINS  
CALLED 6.481 ACRES  
DOC. NO. 2004000861  
O.P.R.W.C.

HEROWAY CROSSING LLC  
CALLED 27.868 ACRES  
DOC. NO. 2020158793 O.P.R.W.C.

HERO WAY  
CAPITAL, LLC  
CALLED 41.56  
ACRES  
DOC. NO.  
2021121563  
O.P.R.W.C.

STELLA CARTER (LE)  
CALLED 4.411 ACRES  
VOL. 2059, PG. 702 O.R.W.C.  
AS AFFECTED BY  
DOC. NO. 2022028373 O.P.R.W.C.  
AND DESCRIBED IN  
VOL. 894, PG. 532 D.R.W.C.

JNK PROPERTIES 1, LTD.  
CALLED 19.95 ACRES  
(TRACT 7)  
DOC. NO. 2021182868 O.P.R.W.C.  
AS DESCRIBED IN  
DOC. NO. 2004073628 O.P.R.W.C.

**ELIJAH D. HARMON  
SURVEY, A-3**

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

**PARCEL PLAT SHOWING**  
**EASEMENT PARCEL 325D**  
**0.012 ACRE**  
**FM 2243**

**WILLIAMSON COUNTY, TEXAS**

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/04/2022	3 of 4

- B.F.  
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- BOARD FENCE  
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CONCRETE HEADWALL  
CHAIN LINK FENCE  
CORRUGATED METAL PIPE  
CATHODIC READING STATION  
DOCUMENT  
DEED RECORDS OF WILLIAMSON COUNTY  
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FENCE POST  
GATE CONTROL BOX  
GATE POST  
GUARD RAIL  
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NOT TO SCALE  
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY  
OFFICIAL RECORDS OF WILLIAMSON COUNTY  
PEDESTAL  
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PIPELINE MARKER  
POINT OF BEGINNING  
POWER POLE  
REFLECTOR POST  
RIGHT-OF-WAY  
TELEPHONE  
TRANSFORMER  
VOLUME  
WATER METER  
WATER VALVE

- RECORD INFO FOR DOC. NO 2021008010 O.P.R.W.C.  
RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.  
FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)  
SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"  
CALCULATED POINT  
WIRE FENCE  
METAL FENCE  
OVERHEAD TELEPHONE  
OVERHEAD POWER  
EDGE OF ASPHALT

LEGEND

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°33'50" W	60.09'
L2	N 44°08'24" W	17.24'
L3	N 75°22'23" E	34.47'
L4	S 44°08'24" E	17.24'
L5	S 75°22'23" W	34.47'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{S 70°07'25" W}	{60.00'}

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.

BGE, Inc.  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-379-0400 • www.bgeinc.com  
TBPLS Licensed Surveying Firm No. 10106502



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PARCEL PLAT SHOWING

EASEMENT PARCEL 325D

0.012 ACRE

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/04/2022	4 of 4

Exhibit "D"

Parcel 325

**DEED**  
Hero 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 **HARMONY PUBLIC SCHOOLS**, 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 3.098-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 325**)

**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 11<sup>th</sup> day of September, 2023.

*[signature pages follow]*

GRANTOR:

HARMONY PUBLIC SCHOOLS

By: [Signature]

Its: Deputy Superintendent

ACKNOWLEDGMENT

STATE OF TEXAS

§  
§  
§

COUNTY OF Fort Bend

This instrument was acknowledged before me on this the 11 day of September, 2023 by Jason Yagci in the capacity and for the purposes and consideration recited therein.



[Signature]  
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:

Exhibit "E"

**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 DRIVERS LICENSE NUMBER.**

**ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

STATE OF TEXAS §

COUNTY OF Williamson §

DATE: September 11, 2023

GRANTOR: HARMONY PUBLIC SCHOOLS

GRANTOR'S MAILING ADDRESS: 4321 W Sam Houston Pkwy S  
Houston, TX 77099

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220  
Austin, Texas 78767

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**EASEMENT PROPERTY:** All of that certain 1.896-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 325E);

**PROJECT:** Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.



GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way on, over, upon, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to place any number of poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant

to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTOR:

HARMONY PUBLIC SCHOOLS

By: [Signature]

Its: Deputy Superintendent

ACKNOWLEDGMENT

STATE OF TEXAS

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§  
§

COUNTY OF Fort Bend

This instrument was acknowledged before me on this the 11 day of September, 2023 by Jason Yagci in the capacity and for the purposes and consideration recited therein.



[Signature]

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LCRA Transmission Services Corporation  
c/o Lower Colorado River Authority  
P. O. Box 220  
Austin, Texas 78767-0220  
Attn: \_\_\_\_\_

Exhibit "F"

**DRAINAGE EASEMENT**

Hero Way

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That **HARMONY PUBLIC SCHOOLS**, their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.012-acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "C", attached hereto and incorporated herein (**Parcel 325D**);

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit B together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making

connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor, its successors and assigns covenant not to convey any other easement or conflicting rights within, or otherwise use for drainage purposes, the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 11<sup>th</sup> day of September, 2023.

*[signature page follows]*

GRANTOR:

HARMONY PUBLIC SCHOOLS

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

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

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF Fort Bend

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This instrument was acknowledged before me on this the 11 day of September 2023 by Jason Yagci in the capacity and for the purposes and consideration recited therein.



Jason Yagci  
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: