

REAL ESTATE CONTRACT

Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND JOHN A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, DECEASED** (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:

Tract One:

Fee simple title in and to a 11.237 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein **(Parcel 314)**; and

Tract Two:

Drainage Easement interest only in and across a 0.005 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein **(Parcel 314D)**; and

Tract Three:

Electric Line Easement only in and across a 3.091 acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-3" attached hereto and incorporated herein **(Parcel 314E)**;

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 as Tract One 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 and Additional Compensation

2.01. The Purchase Price for the fee simple and drainage easement portion of the Property described as Tract One and Tract Two, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of FOUR MILLION THREE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED EIGHT and 00/100 Dollars (\$4,398,508.00).

2.02. The Purchase Price for the electric line easement portion of the Property described as Tract Three, any improvements on that portion of the Property, and any damage to or cost of cure for the remaining property of Seller as a result of this purchase, shall be the sum of ONE MILLION FOUR HUNDRED TWENTY-FOUR THOUSAND FIFTY-ONE and 00/100 Dollars (\$1,424,051.00).

Payment of Purchase Price

2.03. 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.

3.02. **PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY OR ITS CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT**

DELIVERED AT OR IN CONNECTION WITH THE CLOSING, PURCHASER AGREES THAT THE PROPERTY WILL BE SOLD AND CONVEYED TO PURCHASER AT THE CLOSING IN ITS THEN EXISTING CONDITION, AS-IS, WHERE-IS, WITH ALL FAULTS, AND WITHOUT ANY WRITTEN OR VERBAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED AT OR IN CONNECTION WITH THE CLOSING. PURCHASER REPRESENTS TO SELLER THAT IT IS AN EXPERIENCED AND KNOWLEDGEABLE REAL ESTATE INVESTOR AND IS RELYING ON ITS OWN ANALYSIS AND INVESTIGATION OF THE PROPERTY. THE AS-IS NATURE OF THIS TRANSACTION IS A SIGNIFICANT FACTOR IN THE PARTIES AGREEING TO THE INSPECTION PERIOD AND STATED PURCHASE PRICE. This provision shall survive termination of the Agreement as well as Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge, with no duty to investigate or inspect:

- (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.

4.02. 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 March 1, 2024, 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 Exhibit A-1, a duly executed and acknowledged Drainage Easement conveying such interest to Williamson County, Texas in and across all of the Property described in Exhibit A-2, and a duly executed and acknowledged Electric Easement conveying such interest to LCRA Transmission Services Corporation to all of the Property described in Exhibit A-3, all free and clear of any and all monetary liens, restrictions and leases, 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 "B" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Electric Line Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property 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..

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 fee simple portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected 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.

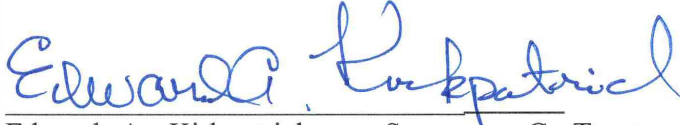
Access for Due Diligence Purposes

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 February 21, 2024 to enter the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation 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. To the extent allowed by law, Purchaser agrees to indemnify and hold Seller harmless from any and all claims that may arise or be asserted against Seller as a result of Purchaser's or Purchaser's contractors' or utility facility owners' presence upon the Property prior to Closing.

[signature pages follow]

SELLER:



Edward A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust

Address: _____

Date: _____



John A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust, and as Independent Executor of the Estate of Emogene M. Champion, Deceased

Date: _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

County: Williamson
Parcel: 314
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 314

METES & BOUNDS DESCRIPTION FOR A 11.327 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 101 ACRE TRACT OF LAND AS CONVEYED TO EMOGENE M. CHAMPION, AS TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST BY EXECUTRIX'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2008083902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 11.327 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at an "X" chiseled in concrete found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found) and the east right-of-way line of County Road 270 (width varies) (no deed of record found), at the southwest corner of the above described Champion Tract, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said County Road 270, bears S 77°41'32" W a distance of 44.54 feet;

THENCE, with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 17°45'49" W a distance of 95.99 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found for an angle point;

THENCE, generally along a fence, continuing with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 21°08'22" W a distance of 303.11 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,232.05, E: 3,083,112.72) set for the beginning of a non-tangent curve to the right and the northwest corner of the herein described tract, 182.02 feet left of FM 2243 baseline station 119+00.72;

THENCE, departing the east right-of-way line of said County Road 270, over and across said Champion Tract, along said curve to the right, an arc distance of 9.53 feet, having a radius of 4,347.00 feet, a central angle of 00°07'32" and a chord which bears N 68°13'17" E a distance of 9.53 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 182.74 feet left of FM 2243 baseline station 119+10.100;

THENCE, continuing over and across said Champion Tract, N 20°31'38" W a distance of 8.27 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right and an exterior corner of the herein described tract, 191.00 feet left of FM 2243 baseline station 119+09.66;

THENCE, continuing over and across said Champion Tract, along said curve to the right, an arc distance of 503.92 feet, having a radius of 4,347.00 feet, a central angle of 06°38'31" and a chord which bears N 71°36'18" E a distance of 503.64 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 208.41 feet left of FM 2243 baseline station 124+05.99;

THENCE, continuing over and across said Champion Tract, S 15°05'03" E a distance of 8.23 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the right and an interior corner of the herein described tract, 200.18 feet left of FM 2243 baseline station 124+05.95;

THENCE, continuing over and across said Champion Tract, along said curve to the right, an arc distance of 34.69 feet, having a radius of 4,347.00 feet, a central angle of 00°27'26" and a chord which bears N 75°08'40" E a distance of 34.69 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of tangency, 199.89 feet left of FM 2243 baseline station 124+40.16;

THENCE, continuing over and across said Champion Tract, N 75°22'23" E a distance of 841.18 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Champion Tract and the west line of a called 41.56 acre tract of land as conveyed to Hero Way Capital, LLC. by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021121563 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 199.00 feet left of FM 2243 baseline station 132+79.11, from which a 1/2-inch iron rod found on the east line of said Champion Tract and the west line of said Hero Way Capital Tract, bears N 21°28'57" W a distance of 281.89 feet;

THENCE, with the east line of said Champion Tract and the west line of said Hero Way Capital Tract, S 21°28'57" E, pass a found 5/8-inch iron rod with cap stamped "SAM LLC" at a distance of 176.09 feet, and continuing on for a total distance of 263.71 feet to a 5/8-inch iron rod with cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the most easterly southeast corner of said Champion Tract and the southwest corner of said Hero Way Capital Tract, for the most easterly southeast corner 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, bears N 68°45'55" E a distance of 86.85 feet;

THENCE, generally along a fence, with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 68°45'55" W a distance of 7.74 feet to a calculated point at a fence corner for an interior of the herein described tract;

THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 03°53'32" W a distance of 18.25 feet to a calculated point at a fence corner, and at the most southerly southeast corner of said Champion Tract, for the most southerly southeast corner of the herein described tract;

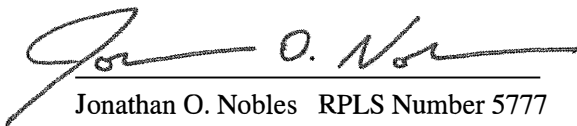
THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 66°13'26" W a distance of 26.02 feet to a gate post found for an angle point;

THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 68°55'01" W a distance of 488.01 feet to a gate post found for an angle point;

THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, 69°12'16" W a distance of 859.84 feet to the **POINT OF BEGINNING** and containing 11.327 acres (493,401 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

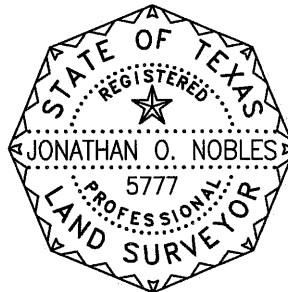
BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



08/16/2022

Date

Client: Williamson County

Date: August 16, 2022

Project Number: 7473-00

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

PARCEL 314E
PROPOSED 100'
ELECTRIC EASEMENT
C2
PROPOSED R.O.W.

PARCEL 314 11.327 ACRES.
493,401 SQUARE FEET

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION EXCEPTION
EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

STA 119+09.66
191.00' LT

STA 119+10.10
182.74' LT

STA 119+00.72
182.02' LT
— GRID COORDINATES
N: 10,187,232.05
E: 3,083,112.72

PROPOSED F.M. 2243 BASELINE

TALBOT CHAMBERS
SURVEY, A-125

JAMES G. VELCHOFF AND WIFE,
DEBORAH K. VELCHOFF
CALLED 10.00 ACRES
VOL. 2583, PG. 862 O.R.W.C. &
CORRECTED BY DOC. NO.
9550265 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 12.819 ACRES
(TRACT 9)
C. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
C. NO. 2004099911 O.P.R.W.C.

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 314
11.327 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION EXCEPTION
EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

**TALBOT CHAMBERS
SURVEY, A-125**

PARCEL 314E
PROPOSED 100'
ELECTRIC EASEMENT

PARCEL 314 11.327 ACRES
493,401 SQUARE FEET

EMOGENE M. CHAMPION, TRUSTEE OF THE ALBERT
R. CHAMPION EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

STA 132+79.11
199.00' LT

INGRESS/EGRESS
ESMT.
VOL. 1163, PG. 554
O.R.W.C.

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

MATCHLINE PAGE 4 OF 6

PROPOSED F.M. 2243 BASELINE

3.10 ACRE ELEC. LINE ESMT.
DOC. NO. 2021147874 O.P.R.W.C.

HERO WAY (F/K/A CR 269)

[S 71° W]

PRELUDE VENTURES LLC
CALLED 6.42 ACRES
DOC. NO. 2019005550 O.P.R.W.C.

LOT 2

LIBERTY HEIGHTS
DOC. NO. 2020092083 O.P.R.W.C.

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

JERRY WAYNE DROPTINI AND
WIFE, JAN DROPTINI
CALLED 4.95 ACRES
VOL. 1919, PG. 373 O.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 19.9973 ACRES
(TRACT 6)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004073246 O.P.R.W.C.



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

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PARCEL PLAT
SHOWING PARCEL 314
11.327 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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LEGEND

B.	BOLLARD
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.P.	GATE POST
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.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
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
T.L.S.	TRAFFIC LIGHT SUPPORT
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2008083902 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
✕	FOUND "X" CHISELED IN CONCRETE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
⬢	FENCE CORNER/GATE POST
—X—	WIRE FENCE
—○—	METAL FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
///	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 77°41'32" W	44.54'
L2	N 17°45'49" W	95.99'
L3	N 20°31'38" W	8.27'
L4	S 15°05'03" E	8.23'
L5	N 21°28'57" W	281.89'
L6	N 68°45'55" E	86.85'
L7	S 68°45'55" W	7.74'
L8	S 03°53'32" W	18.25'
L9	S 66°13'26" W	26.02'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	9.53'	4,347.00'	0°07'32"	N 68°13'17" E	9.53'
C2	503.92'	4,347.00'	6°38'31"	N 71°36'18" E	503.64'
C3	34.69'	4,347.00'	0°27'26"	N 75°08'40" E	34.69'



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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 314
11.327 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 6 of 7
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G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P314_EX1.dwg, 8/16/2022 11:27 AM, Stephen Barger

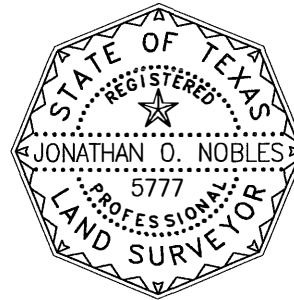
GENERAL NOTES:

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-164929, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2021147874, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN INGRESS/EGRESS EASEMENT AS DESCRIBED IN VOLUME 1163, PAGE 554, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WATER RIGHT AGREEMENT OF RECORD IN VOLUME 1346, PAGE 585, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083085, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058231, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY ADDENDUM TO THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2016058230, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

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 08/16/2022
JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400



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

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PARCEL PLAT
SHOWING PARCEL 314
11.327 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 7 of 7
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County: Williamson
Parcel: 314D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 314D

METES & BOUNDS DESCRIPTION FOR A 0.005 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 101 ACRE TRACT OF LAND AS CONVEYED TO EMOGENE M. CHAMPION, AS TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST BY EXECUTRIX'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2008083902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.005 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 an "X" chiseled in concrete found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found) and the east right-of-way line of County Road 270 (width varies) (no deed of record found), at the southwest corner of the above described Champion Tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said County Road 270, bears S 77°41'32" W a distance of 44.54 feet; Thence, over and across said Champion Tract, N 09°33'37" E a distance of 469.58 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,187,320.98, E: 3,083,329.29) for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 203.78 feet left of FM 2243 baseline station 121+30.70;

THENCE, continuing over and across said Champion Tract, N 18°33'46" W a distance of 6.73 feet to a calculated point at the beginning of a non-tangent curve to the right, for the northwest corner of the herein described tract;

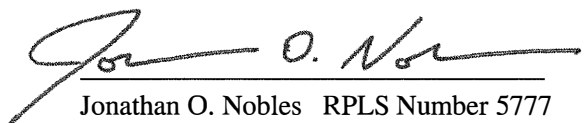
THENCE, continuing over and across said Champion Tract, along said curve to the right, an arc distance of 30.00 feet, having a radius of 4,362.00 feet, a central angle of 00°23'39" and a chord which bears N 71°26'14" E a distance of 30.00 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Champion Tract, S 18°33'46" E a distance of 6.73 feet to a calculated point at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract, 204.88 feet left of FM 2243 baseline station 121+60.25;

THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 30.00 feet, having a radius of 4,347.00 feet, a central angle of 00°23'44" and a chord which bears S 71°26'28" W a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.005 acre (202 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

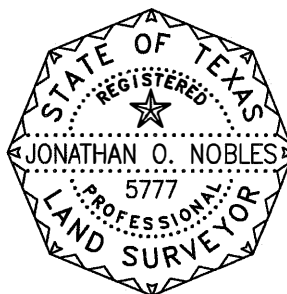
BGE, Inc.

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

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

EASEMENT PARCEL
314D 0.005 ACRE
202 SQUARE FEET

A PORTION OF THE REMAINDER OF A
CALLED 101 ACRES
EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
DOC. NO. 2008083902 O.P.R.W.C.



PARCEL 314E
PROPOSED 100'
ELECTRIC EASEMENT
PROPOSED R.O.W.

**TALBOT CHAMBERS
SURVEY, A-125**

PARCEL 314
PROPOSED
FM 2243 R.O.W.

P.O.B.
STA 121+30.70
203.78' LT
GRID COORDINATES
N: 10,187,320.98
E: 3,083,329.29

EMOGENE M. CHAMPION, TRUSTEE OF THE ALBERT R. CHAMPION EXCEPTION EQUIVALENT
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

3.10 ACRE ELEC. LINE ESMT.
DOC. NO. 2021147874 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
CALLED 12.819 ACRES
(TRACT 9)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004099911 O.P.R.W.C.

BOBBY GOLDEN AND WIFE,
CHRISTINE GOLDEN
REMAINDER OF A CALLED
10.96 ACRES
VOL. 2018, PG. 708 O.R.W.C.

ARS DEVELOPERS LLC (95.28% INTEREST)
NIRVANA ESTATE HOLDINGS, LLC (4.72% INTEREST)
CALLED 10.60 ACRES
DOC. NO. 2021019907 O.P.R.W.C.

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



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**PARCEL PLAT SHOWING
EASEMENT PARCEL 314D
0.005 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 10/04/2022	Page: 3 of 4
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LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 77°41'32" W	44.54'
L2	N 17°45'49" W	95.99'
L3	N 18°33'46" W	6.73'
L4	S 18°33'46" E	6.73'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	30.00'	4,362.00'	0°23'39"	N 71°26'14" E	30.00'
C2	30.00'	4,347.00'	0°23'44"	S 71°26'28" W	30.00'

LEGEND

B.	BOLLARD
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.P.	GATE POST
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
T.L.S.	TRAFFIC LIGHT SUPPORT
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2008083902 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
✕	FOUND "X" CHISELED IN CONCRETE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
—x—	WIRE FENCE
—○—	METAL FENCE
—HT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT



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**PARCEL PLAT SHOWING
 EASEMENT PARCEL 314D
 0.005 ACRES
 FM 2243
 WILLIAMSON COUNTY, TEXAS**

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

County: Williamson
Parcel: 314E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 314E

METES & BOUNDS DESCRIPTION FOR A 3.091 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 101 ACRE TRACT OF LAND AS CONVEYED TO EMOGENE M. CHAMPION, AS TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST BY EXECUTRIX'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2008083902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.091 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 an "X" chiseled in concrete found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found) and the east right-of-way line of County Road 270 (width varies) (no deed of record found), at the southwest corner of the above described Champion Tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said County Road 270, bears S 77°41'32" W a distance of 44.54 feet; Thence, with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 17°45'49" W a distance of 95.99 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found for an angle point; Thence, generally along a fence, continuing with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 21°08'22" W a distance of 303.11 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,232.05, E: 3,083,112.72) set for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, generally along a fence, continuing with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 21°08'22" W a distance of 100.01 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the right and the northwest corner of the herein described tract, 281.82 feet left of FM 2243 baseline station 118+94.42;

THENCE, departing the east right-of-way line of said County Road 270, over and across said Champion Tract, along said curve to the right, an arc distance of 558.73 feet, having a radius of 4,447.00 feet, a central angle of 07°11'56" and a chord which bears N 71°46'25" E a distance of 558.36 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency, 299.88 feet left of FM 2243 baseline station 124+41.25;

THENCE, continuing over and across said Champion Tract, N 75°22'23" E a distance of 829.16 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said Champion Tract and the west line of a called 41.56 acre tract of land as conveyed to Hero Way Capital, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021121563 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 299.00 feet left of FM 2243 baseline station 132+67.09, from which a 1/2-inch iron rod found on the east line of said Champion Tract and the west line of said Hero Way Capital Tract, bears N 21°28'57" W a distance of 181.17 feet;

THENCE, with the east line of said Champion Tract and the west line of said Hero Way Capital Tract, S 21°28'57" E a distance of 100.72 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 199.00 feet left of FM 2243 baseline station 132+79.11, from which a 5/8-inch iron rod with cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the most easterly southeast corner of said Champion Tract and the southwest corner of said Hero Way Capital Tract, bears S 21°28'57" E a distance of 263.71 feet;

THENCE, departing the west line of said Hero Way Capital Tract, over and across said Champion Tract, S 75°22'23" W a distance of 841.18 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the left, 199.89 feet left of FM 2243 baseline station 124+40.16;

THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 34.69 feet, having a radius of 4,347.00 feet, a central angle of 00°27'26" and a chord which bears S 75°08'40" W a distance of 34.69 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 200.18 feet left of FM 2243 baseline station 124+05.95;

THENCE, continuing over and across said Champion Tract, N 15°05'03" W a distance of 8.23 feet set to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" for the beginning of a non-tangent curve to the left and an interior corner of the herein described tract, 208.41 feet left of FM 2243 baseline station 124+05.99;

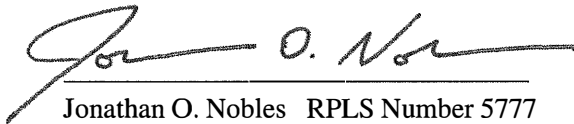
THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 503.92 feet, having a radius of 4,347.00 feet, a central angle of 06°38'31" and a chord which bears S 71°36'18" W a distance of 503.64 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 191.00 feet left of FM 2243 baseline station 119+09.66;

THENCE, continuing over and across said Champion Tract, S 20°31'38" E a distance of 8.27 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left and an exterior corner of the herein described tract, 182.74 feet left of FM 2243 baseline station 119+10.10;

THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 9.53 feet, having a radius of 4,347.00 feet, a central angle of 00°07'32" and a chord which bears S 68°13'17" W a distance of 9.53 feet to the **POINT OF BEGINNING** and containing 3.091 acres (134,662 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.

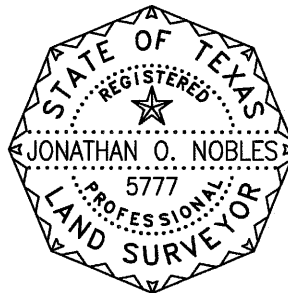


Jonathan O. Nobles RPLS Number 5777
BGE, Inc.

101 West Louis Henna Blvd., Suite 400
Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

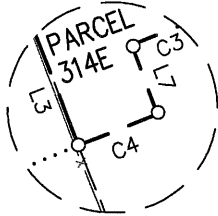
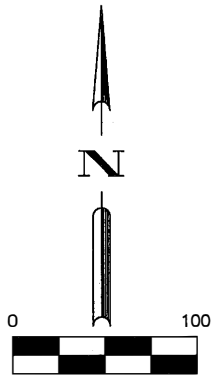


08/16/2022

Date

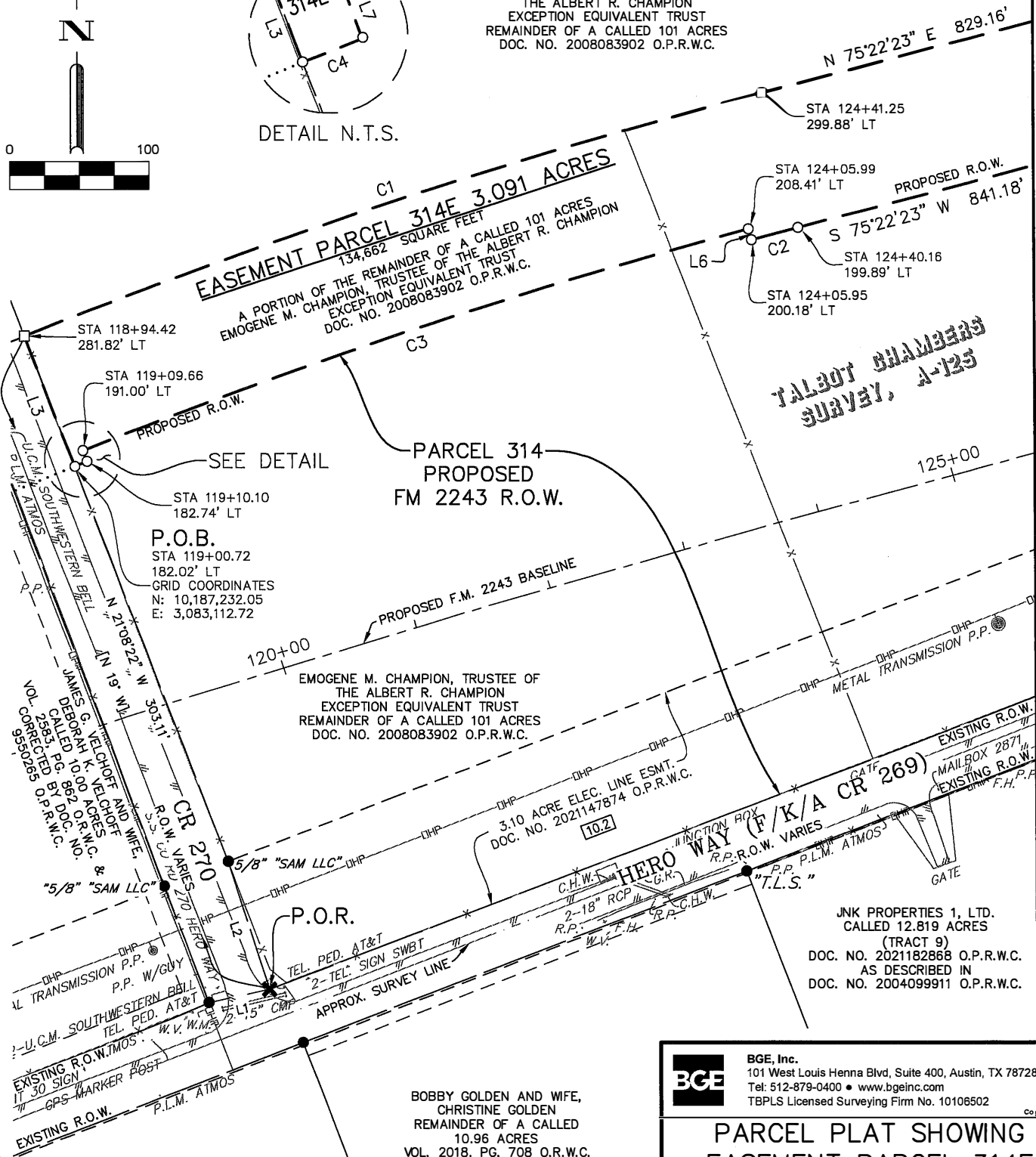
Client: Williamson County
Date: August 16, 2022
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DETAIL N.T.S.

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.



ARS DEVELOPERS LLC (95.28% INTEREST)
NIRVANA ESTATE HOLDINGS, LLC (4.72% INTEREST)
CALLED 10.60 ACRES
DOC. NO. 2021019907 O.P.R.W.C.

BOBBY GOLDEN AND WIFE,
CHRISTINE GOLDEN
REMAINDER OF A CALLED
10.96 ACRES
VOL. 2018, PG. 708 O.R.W.C.

ELIJAH D. HARMON
SURVEY, A-3

TALBOT CHAMBERS
SURVEY, A-125

JNK PROPERTIES 1, LTD.
CALLED 12.819 ACRES
(TRACT 9)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004099911 O.P.R.W.C.



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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 314E
3.091 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	4 of 7

MATCHLINE PAGE 5 OF 6

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

**TALBOT CHAMBERS
SURVEY, A-123**

EMOGENE M. CHAMPION, TRUSTEE OF THE ALBERT
R. CHAMPION EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

EASEMENT PARCEL 314E 3.091 ACRES
134,662 SQUARE FEET
A PORTION OF THE REMAINDER OF A CALLED 101 ACRES
EMOGENE M. CHAMPION, TRUSTEE OF THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
DOC. NO. 2008083902 O.P.R.W.C.
PROPOSED R.O.W.

EMOGENE M. CHAMPION, TRUSTEE OF
THE ALBERT R. CHAMPION
EXCEPTION EQUIVALENT TRUST
REMAINDER OF A CALLED 101 ACRES
DOC. NO. 2008083902 O.P.R.W.C.

**PARCEL 314
PROPOSED
FM 2243 R.O.W.**

INGRESS/EGRESS ESMT.
VOL. 1163, PG. 554
O.R.W.C.

U.C.M. SOUTHWESTERN BELL
CATTLE GUARD
WATER CONNECTION
SAN. M.H.
GATE

"5/8" "SAM INC"
P.P. W/G
EXISTING R.O.W. MAILBOX

JERRY WAYNE DROPTINI
AND WIFE, JAN DROPTINI
CALLED 4.95 ACRES
VOL. 1919, PG. 373
O.R.W.C.

HERO WAY (F/K/A CR 269)
R.O.W. VARIES
3/8"
CROSS
P.P. W/TRANS
P.P. DEAD
LIBERTY HEIGHTS
DOC. NO. 2020092083 O.P.R.W.C.
LOT 2
PRELUDE VENTURES LLC
CALLED 6.42 ACRES
DOC. NO. 2019005550 O.P.R.W.C.
LOT 1

JNK PROPERTIES 1, LTD.
CALLED 12.819 ACRES
(TRACT 9)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004099911 O.P.R.W.C.

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



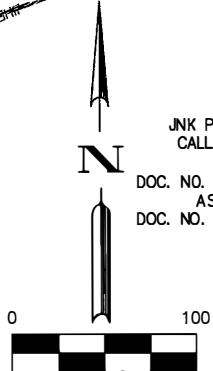
BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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**PARCEL PLAT SHOWING
EASEMENT PARCEL 314E
3.091 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	5 of 7

MATCHLINE PAGE 4 OF 6



LEGEND

B.	BOLLARD
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.P.	GATE POST
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
T.L.S.	TRAFFIC LIGHT SUPPORT
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2008083902 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
×	FOUND "X" CHISELED IN CONCRETE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
—x—	WIRE FENCE
—⊙—	METAL FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
///	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 77°41'32" E	44.54'
L2	N 17°45'49" W	95.99'
L3	N 21°08'22" W	100.01'
L4	N 21°28'57" W	181.17'
L5	S 21°28'57" E	100.72'
L6	N 15°05'03" W	8.23'
L7	S 20°31'38" E	8.27'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	558.73'	4,447.00'	7°11'56"	N 71°46'25" E	558.36'
C2	34.69'	4,347.00'	0°27'26"	S 75°08'40" W	34.69'
C3	503.92'	4,347.00'	6°38'31"	S 71°36'18" W	503.64'
C4	9.53'	4,347.00'	0°07'32"	S 68°13'17" W	9.53'



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

Copyright 2022

PARCEL PLAT SHOWING
EASEMENT PARCEL 314E
3.091 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 6 of 7
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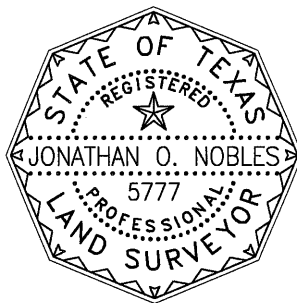
GENERAL NOTES:

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-164929, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2021147874, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN INGRESS/EGRESS EASEMENT AS DESCRIBED IN VOLUME 1163, PAGE 554, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WATER RIGHT AGREEMENT OF RECORD IN VOLUME 1346, PAGE 585, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083085, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058231, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY ADDENDUM TO THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2016058230, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

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.



08/16/2022

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



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

Copyright 2022

PARCEL PLAT SHOWING
EASEMENT PARCEL 314E

3.091 ACRES

FM 2243

WILLIAMSON COUNTY, TEXAS

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EXHIBIT "B"

Parcel 314

DEED

Hero Way/RM 2243 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 **EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND JOHN A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, DECEASED**, 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"):

Being a 11.327 acre tract, more or less, 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 314)**.

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 public roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Property described herein is being conveyed in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature pages follow]

GRANTOR:

Edward A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Edward A. Kirkpatrick, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

GRANTOR:

John A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust,
and as Independent Executor of the Estate of Emogene M. Champion, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by John A. Kirkpatrick, in the capacity and for the purposes and consideration recited herein.

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 "C"

DRAINAGE EASEMENT

Hero Way

THE STATE OF TEXAS

,

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

,

That **EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND JOHN A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, DECEASED**, 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 0.005 acre tract of land out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; said tract further described by metes and bounds in Exhibit "C" attached hereto and incorporated herein (**Parcel 314DE**).

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 Exhibits "A-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 ____ day of _____, 2024.

[signature page follows]

GRANTOR:

Edward A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Edward A. Kirkpatrick, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

GRANTOR:

John A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust, and as Independent Executor of the Estate of Emogene M. Champion, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS

20

COUNTY OF WILLIAMSON

§

2

This instrument was acknowledged before me on this the ____ day of _____, 2024 by John A. Kirkpatrick, in the capacity and for the purposes and consideration recited herein.

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 "D"

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: _____, 2024

GRANTOR: EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND JOHN A. KIRKPATRICK, AS SUCCESSOR CO TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, DECEASED

GRANTOR'S MAILING ADDRESS:

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: A tract of land consisting of 3.091 acres, more or less, more particularly described in the attached Exhibit 1, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to 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.

1. 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.
2. 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 reserves the right to use and enjoy the surface of the EASEMENT PROPERTY for all purposes not inconsistent with this grant, including, without limitation, upon the EASEMENT PROPERTY, to cultivate and grow crops; to cultivate gardens, grass, and landscaping; to pasture livestock; to build fences across; to pave and to temporarily park cars, trucks, and equipment; and to place, across the EASEMENT PROPERTY, roads, streets, driveways, gates, entrances, and sidewalks, and utilities so long as any and all uses do not interfere with or adversely interrupt the

exercise of the rights granted to GRANTEE herein and GRANTOR obtains prior written approval from GRANTEE.

3. 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.

Notwithstanding anything herein to the contrary, GRANTEE shall have the right to construct, erect, operate, maintain, relocate, and reconstruct communication lines and related appurtenances within the EASEMENT PROPERTY, provided however any communication lines and related appurtenances may only be placed on poles or towers used for the electric transmission line(s) that are permissible under the easement. No additional poles, towers, or support structures may be constructed or installed solely in connection with any communication lines or related appurtenances. For the avoidance of doubt, nothing herein shall reduce or further limit GRANTOR'S rights of access or use of the surface estate beyond the terms of the easement.

4. 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.
5. 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.
6. 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.
7. 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.

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

[signature pages follow]

GRANTOR:

EDWARD A. KIRKPATRICK, AS SUCCESSOR CO-TRUSTEE OF THE ALERT R. CHAMPION
EXEMPTION EQUIVALENT TRUST

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by Edward A. Kirkpatrick, GRANTOR, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

GRANTOR:

JOHN A. KIRKPATRICK, AS SUCCESSOR CO TRUSTEE OF THE ALBERT R.
CHAMPION EXEMPTION EQUIVALENT TRUST, AND AS INDEPENDENT EXECUTOR OF THE
ESTATE OF EMOGENE M. CHAMPION, DECEASED

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023 by John A. Kirkpatrick,
GRANTOR, in the capacity and for the purposes and consideration recited herein.

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: _____