

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 320

§

COUNTY OF WILLIAMSON

§

Project: Hero Way @ RM 2243

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between **WILLIAMSON COUNTY, TEXAS** (“County” or “Grantee”), and **HERO WAY CAPITAL, LLC** (the “Grantor” whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor’s property for the purpose of constructing a portion of the proposed Hero Way @ RM 2243 roadway project and related appurtenances, drainage, and utility relocations (the “Roadway Construction Project”). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibits “A” and “B” which are made a part of this Agreement by reference (the “Property”).

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property. As such, the County agrees and covenants to extend, construct, relocate, and replace all utilities and associated lines existing and serving the Property to the Property’s Remainder within a reasonable time following the acquisition in this matter.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **ONE MILLION FOUR HUNDRED EIGHTEEN THOUSAND SIX HUNDRED FORTY-SIX and 60/100 Dollars (\$1,418,646.60)** (the “Entry Deposit”). The Grantor agrees that the Entry Deposit represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment of the Entry Deposit directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

The parties agree that the Entry Deposit tendered represents 90% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County’s determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special

Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the Entry Deposit, then the Grantor agrees that the original amount tendered represents an overpayment for the difference. Upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-157577, issued August 9, 2023, by Texas National Title, Inc. (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

The above-made warranties are made by Grantor and accepted by the County, subject to the following:

- A. Visible and apparent easements not appearing of record.
 - B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. 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.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be April 15, 2024.
 6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. If the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period prior to the date of the award. Payment of any interest may be deferred by the County until entry of Judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas, and sulfur in and under the land herein conveyed but waives all rights of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: See paragraph 1 above.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:
Hero Way Capital, LLC

By: [Signature]

Its: Managing Member

Date: 1/31/24

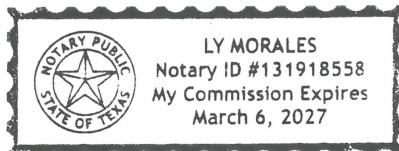
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on this the 31st day of January, 2024 by
_____ in the capacity and for the purposes and consideration recited herein.

[Signature]

Notary Public, State of Texas
Printed Name: Ly Morales
My Commission Expires: 3/6/27



COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____, 2024 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

EXHIBIT A

County: Williamson
Parcel: 320
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 320

METES & BOUNDS DESCRIPTION FOR A 2.801 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION 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; SAID 2.801 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 southeast corner of the above described Hero Way Capital Tract, and at the southwest corner of a called 4.411 acre tract of land described as Tract III 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 southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a found 5/8-inch iron rod with cap stamped "SAM Inc" bears S 14°43'02" E a distance of 0.78 feet, and from which a 1/2-inch iron rod found at the southeast corner of said Carter Tract bears N 69°33'50" E a distance of 60.09 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Hero Way Capital Tract, S 68°45'55" W, pass a 1/2-inch iron rod with cap stamped "Forest RPLS 1847" found at a distance of 411.02 feet, and continuing on for a total distance of 497.87 feet to a 5/8-inch iron rod with cap stamped "SAM INC" found on the east line of a called 101 acre tract of land as conveyed to Emogene M. Champion, as trustee of the Albert R. Champion Exception Equivalent Trust by Executrix's Special Warranty Deed recorded in Document Number 2008083902 of the Official Public Records of Williamson County, Texas, at the southwest corner of said Hero Way Capital Tract, for the southwest corner of the herein described tract, from which a 3/4-inch iron rod found on the south right-of-way line of said Hero Way bears S 21°30'12" E a distance of 58.68 feet;

THENCE, with the west line of said Hero Way Capital Tract and the east line of said Champion Tract, N 21°28'57" W a distance of 264.35 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,616.19, E: 3,084,445.78) set for the northwest corner of the herein described tract, 199.64 feet left of FM 2243 baseline station 132+79.03, from which a found 1/2-inch iron rod bears N 21°28'57" W a distance of 281.24 feet;

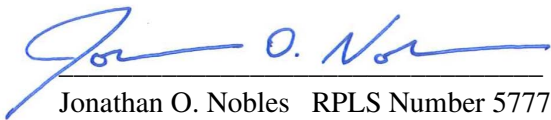
THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 194.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 211.00 feet left of FM 2243 baseline station 134+72.91;

THENCE, continuing over and across said Hero Way Capital Tract, N 75°22'23" E a distance of 308.03 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Hero Way Capital Tract and the west line of said Carter Tract, for the northeast corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 137+80.94, from which a 1/2-inch iron rod with cap stamped "Forest RPLS 1847" found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00'26" W a distance of 353.07 feet;

THENCE, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, S 21°00'26" E a distance of 217.88 feet to the **POINT OF BEGINNING** and containing 2.801 acres (122,032 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

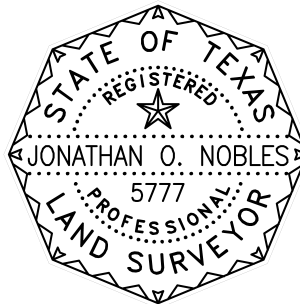
BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



08/03/2023

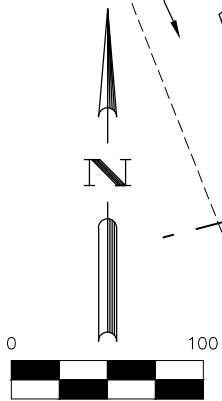
Date

Client: Williamson County

Date: August 3, 2023

Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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

**TALBOT CHAMBERS
SURVEY, A-125**

PARCEL 320E
PROPOSED 100'
ELEC. ESMT

STA 137+80.94
211.00' LT

N 75°22'23" E 308.03'

PARCEL 320 2.801 ACRES
122,032 SQUARE FEET

STA 132+79.03
199.64' LT
GRID COORDINATES
N: 10,187,616.19
E: 3,084,445.78

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

1.11 ACRE ELEC. LINE ESMT.
DOC. NO. 2018088932 O.P.R.W.C.
DOC. NO. 2023040238 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.

"FOREST RPLS 1847"

10.2 10.3
60' ROAD EASEMENT
VOL. 2419, PG. 712 & 718
O.R.W.C.:..... PROPOSED R.O.W.

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

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

P.O.B.
SEE DETAIL

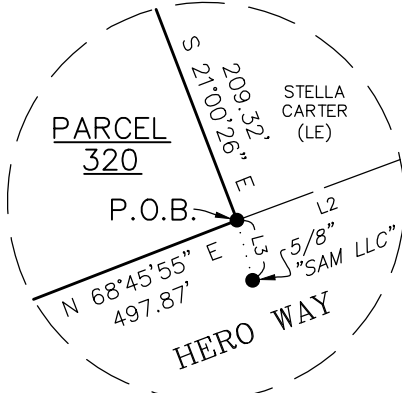
JNK PROPERTIES 1, LTD.
CALLED 19.95 ACRES
(TRACT 7)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004073628 O.P.R.W.C.

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.

**ELIJAH D. HARMON
SURVEY, A-6**

HERO WAY (F/K/A CR 269)
R.O.W. VARIES

DETAIL



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 2023

**PARCEL PLAT
SHOWING PARCEL 320
2.801 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale: 1"=100'	Job No.: 7473-00	Date: 08/03/2023	Page: 3 of 5
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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
ELEC.	ELECTRIC
ESMT.	EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
LE	LIFE ESTATE
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.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
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.
{ }	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
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 72°01'12" E	194.21'
L2	N 69°33'50" E	60.09'
L3	S 14°43'02" E	0.78'
L4	S 21°30'12" E	58.68'
L5	N 21°00'26" W	353.07'



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 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 320
2.801 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	4 of 5

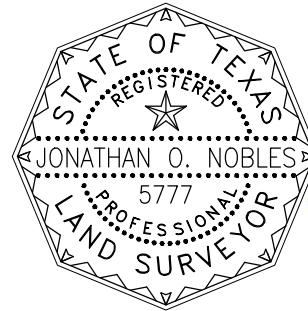
G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P320_EX1.dwg, 8/3/2023 8:07 AM, Stephen Barger

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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-157577, DATED EFFECTIVE MAY 22, 2023 AND ISSUED ON MAY 30, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 623, PAGE 86, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 ELECTRIC LINE AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018088932, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AMENDED IN DOCUMENT NO. 2023040238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMUNITY ROAD MAINTENANCE AGREEMENT OF RECORD IN VOLUME 2419, PAGE 712, AS AMENDED IN VOLUME 2594, PAGE 896, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT OF RECORD IN VOLUME 2419, PAGE 718, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (APPURTENANT) DO NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083094, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083095, 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.

08/03/2023


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
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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 320
2.801 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	5 of 5

EXHIBIT B

County: Williamson
Parcel: 320E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 320E

METES & BOUNDS DESCRIPTION FOR A 1.154 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION 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; SAID 1.154 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 southeast corner of the above described Hero Way Capital Tract, and at the southwest corner of a called 4.411 acre tract of land described as Tract III 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 5/8-inch iron rod with cap stamped "SAM Inc" found bears S 14°43'02" E a distance of 0.78 feet, and from which a 1/2-inch iron rod found at the southeast corner of said Carter Tract bears N 69°33'50" E a distance of 60.09 feet; Thence, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, N 21°00'26" W a distance of 217.88 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,753.90, E: 3,084,928.49) set for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 211.00 feet left of FM 2243 baseline station 137+80.94;

THENCE, over and across said Hero Way Capital Tract, S 75°22'23" W a distance of 308.03 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 211.00 feet left of FM 2243 baseline station 134+72.91;

THENCE, continuing over and across said Hero Way Capital Tract, S 72°01'12" W a distance of 194.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said Hero Way Capital Tract and the east line of a called 101 acre tract of land as conveyed to Emogene M. Champion, as trustee of the Albert R. Champion Exception Equivalent Trust by Executrix's Special Warranty Deed recorded in Document Number 2008083902 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 199.64 feet left of FM 2243 baseline station 132+79.03, 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 southeast corner of said Hero Way Tract, bears S 21°28'57" E a distance of 264.35 feet;

THENCE, with the west line of said Hero Way Capital Tract and the east line of said Champion Tract, N 21°28'57" W a distance of 100.19 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 299.11 feet left of FM 2243 baseline station 132+67.07, from which a found 1/2-inch iron rod bears N 21°28'57" W a distance of 181.06 feet;

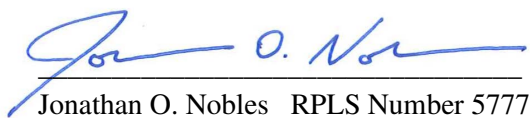
THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 203.26 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point, 311.00 feet left of FM 2243 baseline station 134+69.99;

THENCE, continuing over and across said Hero Way Capital Tract, N 75°22'23" E a distance of 299.77 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said Hero Way Capital Tract and the west line of said Carter Tract, for the northeast corner of the herein described tract, 311.00 feet left of FM 2243 baseline station 137+69.76, from which a 1/2-inch iron rod with cap stamped "Forest RPLS 1847" found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00'26" W a distance of 252.45 feet;

THENCE, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, S 21°00'26" E a distance of 100.62 feet to the **POINT OF BEGINNING** and containing 1.154 acres (50,263 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

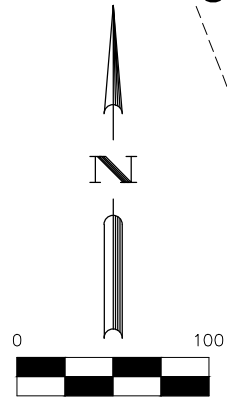


08/03/2023

Date

Client: Williamson County
Date: August 3, 2023
Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



**TALBOT CHAMBERS
SURVEY, A-125**

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.

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

STA 134+69.99
311.00' LT

EASEMENT PARCEL 320E 1.154 ACRES
50,263 SQUARE FEET
A PORTION OF
A CALLED 41.56 ACRES
HERO WAY CAPITAL, LLC.
DOC. NO. 2021121563 O.P.R.W.C.

STA 132+67.07
299.11' LT

STA 134+72.91
211.00' LT

60' ROAD EASEMENT
VOL. 2419, PG. 712 & 718
O.R.W.C.

**PARCEL 320
PROPOSED
FM 2243 R.O.W.**

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

STA 132+79.03
199.64' LT

1.11 ACRE ELEC. LINE ESMT.
DOC. NO. 2018088932 O.P.R.W.C.
DOC. NO. 2023040238 O.P.R.W.C.

P.O.B.
STA 137+80.94
211.00' LT
GRID COORDINATES
N: 10,187,753.90
E: 3,084,928.49

"FOREST RPLS 1847"

STELLA CARTER (LE)
CALLED 4.41 ACRES (TRACT III)
VOL. 2059, PG. 702 D.R.W.C.
AFFECTED BY
DOC. NO. 2022028373 O.P.R.W.C.
AND DESCRIBED IN
VOL. 894, PG. 532 D.R.W.C.
PROPOSED R.O.W.

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

5/8" "SAM LLC"

GATE 97.36'

PROPOSED F.M. 2243 BASELINE

APPROX. SURVEY LINE

HERO WAY (F/K/A CR 269)

R.O.W. VARIES

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.

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.

SEE DETAIL

EXISTING R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

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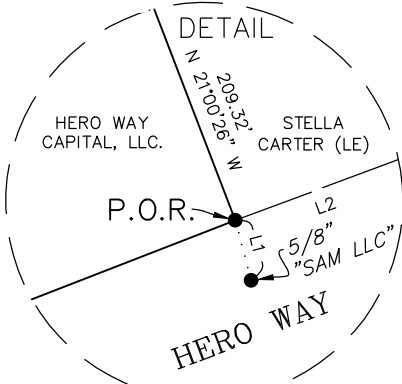


BGE, Inc.
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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**PARCEL PLAT SHOWING
EASEMENT PARCEL 320E
1.154 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	3 of 5



LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
ELEC.	ELECTRIC
ESMT.	EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
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.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
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.
{ }	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"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
—x—	WIRE FENCE
—○—	METAL FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 14°43'02" E	0.78'
L2	N 69°33'50" E	60.09'
L3	S 72°01'12" W	194.21'
L4	N 21°28'57" W	100.19'
L5	N 72°01'12" E	203.26'
L6	N 21°00'26" W	252.45'
L7	S 21°00'26" E	100.62'



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 1.154 ACRES
 FM 2243
 WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'	Job No.: 7473-00	Date: 08/03/2023	Page: 4 of 5
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G:\TXC\Projects\County_Williamson\7473-00_RM_2243\06_Survey\04_Finals\Drawings\7473-00_P320E_EX1.dwg, 8/3/2023 8:20 AM, Stephen Barger

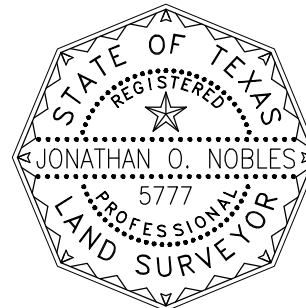
GENERAL NOTES:

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 FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-157577, DATED EFFECTIVE MAY 22, 2023 AND ISSUED ON MAY 30, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 623, PAGE 86, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 ELECTRIC LINE AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018088932, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AMENDED IN DOCUMENT NO. 2023040238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMUNITY ROAD MAINTENANCE AGREEMENT OF RECORD IN VOLUME 2419, PAGE 712, AS AMENDED IN VOLUME 2594, PAGE 896, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT OF RECORD IN VOLUME 2419, PAGE 718, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (APPURTENANT) DO NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083094, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083095, 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.



08/03/2023

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



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