

REAL ESTATE CONTRACT
Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HERO WAY CAPITAL, LLC** (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 2.801-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 320)**; and

Tract Two:

Electric Line Easement in and across a 1.154-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 320E)**;

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 portion of the Property described as Tract One and for the Electric Line easement portion of the Property described as Tract Two shall be the sum of **ONE MILLION SIX HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED** and 00/100 Dollars (\$1,637,500.00).

2.02. The parties acknowledge that **ONE MILLION FOUR HUNDRED EIGHTEEN THOUSAND SIX HUNDRED FORTY-SIX and 60/100 Dollars (\$1,418,646.60)** was previously paid by Purchaser to Seller under the terms that certain Possession and Use Agreement, dated February 14, 2024, and recorded as Document No. _____ in the Official Public Records of Williamson County, Texas, leaving a balance of **THREE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED FIFTY-THREE and 40/100 Dollars (\$331,353.40)** due and owing to Seller at closing under this Agreement.

Payment of Purchase Price

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

Special Provisions and Additional Compensation

2.04. Access during construction. As an obligation that shall survive the Closing of this transaction, Purchaser agrees that during construction of the proposed roadway improvements upon the Property it shall maintain reasonable all-weather ingress and egress for the current uses to the remaining property of Seller at all times from Monday to Saturday, unless otherwise agreed with Seller in advance.

2.05. Extension of existing utilities. the Purchaser 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.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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:

(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 April 15, 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, and a duly executed and acknowledged Electric Easement conveying such interest to LCRA Transmission Services Corporation, both 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 Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the 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 if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then-current year relating to the 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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after April 15, 2024 to enter and possess 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.

SELLER:

HERO WAY CAPITAL, LLC

By:  _____

Name: Tinn Tieu _____

Its: Managing Member _____

Date: 3/18/2024

Address: 1900 Jay Ell Dr. _____

Richardson TX 75081 _____

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

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

Date: _____

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;

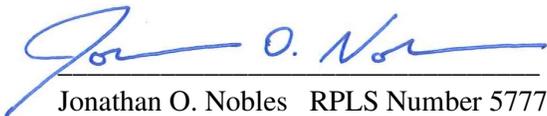
THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 194.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 211.00 feet left of FM 2243 baseline station 134+72.91;

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.

ALBERT GAMBRETT SURVEY, A-125

PARCEL 320 2.801 ACRES
 122,032 SQUARE FEET
 A PORTION OF
 A CALLED 41.56 ACRES
 HERO WAY CAPITAL, LLC.
 DOC. NO. 2021121563 O.P.R.W.C.

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

STA 134+72.91
 211.00' LT

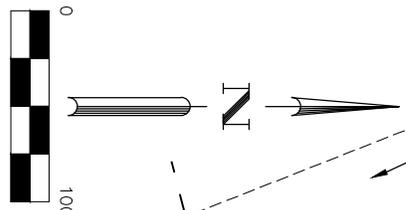
STA 137+80.94
 211.00' LT

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

STA 134+72.91
 211.00' LT

STA 137+80.94
 211.00' LT

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



EMOGENE M. CHAMPION, TRUSTEE OF
 THE ALBERT R. CHAMPION
 EXCEPTION EQUIVALENT TRUST
 REMAINDER OF A CALLED 101 ACRES
 DOC. NO. 2008083302 O.P.R.W.C.

EXISTING R.O.W. W/OUT
 U.C.M. SOUTHWESTERN BELT-LINE
 CATTLE CONNECTING WATER MAINS

EXISTING R.O.W. W/OUT
 U.C.M. SOUTHWESTERN BELT-LINE
 CATTLE CONNECTING WATER MAINS

EXISTING R.O.W. W/OUT
 U.C.M. SOUTHWESTERN BELT-LINE
 CATTLE CONNECTING WATER MAINS

EXISTING R.O.W. W/OUT
 U.C.M. SOUTHWESTERN BELT-LINE
 CATTLE CONNECTING WATER MAINS

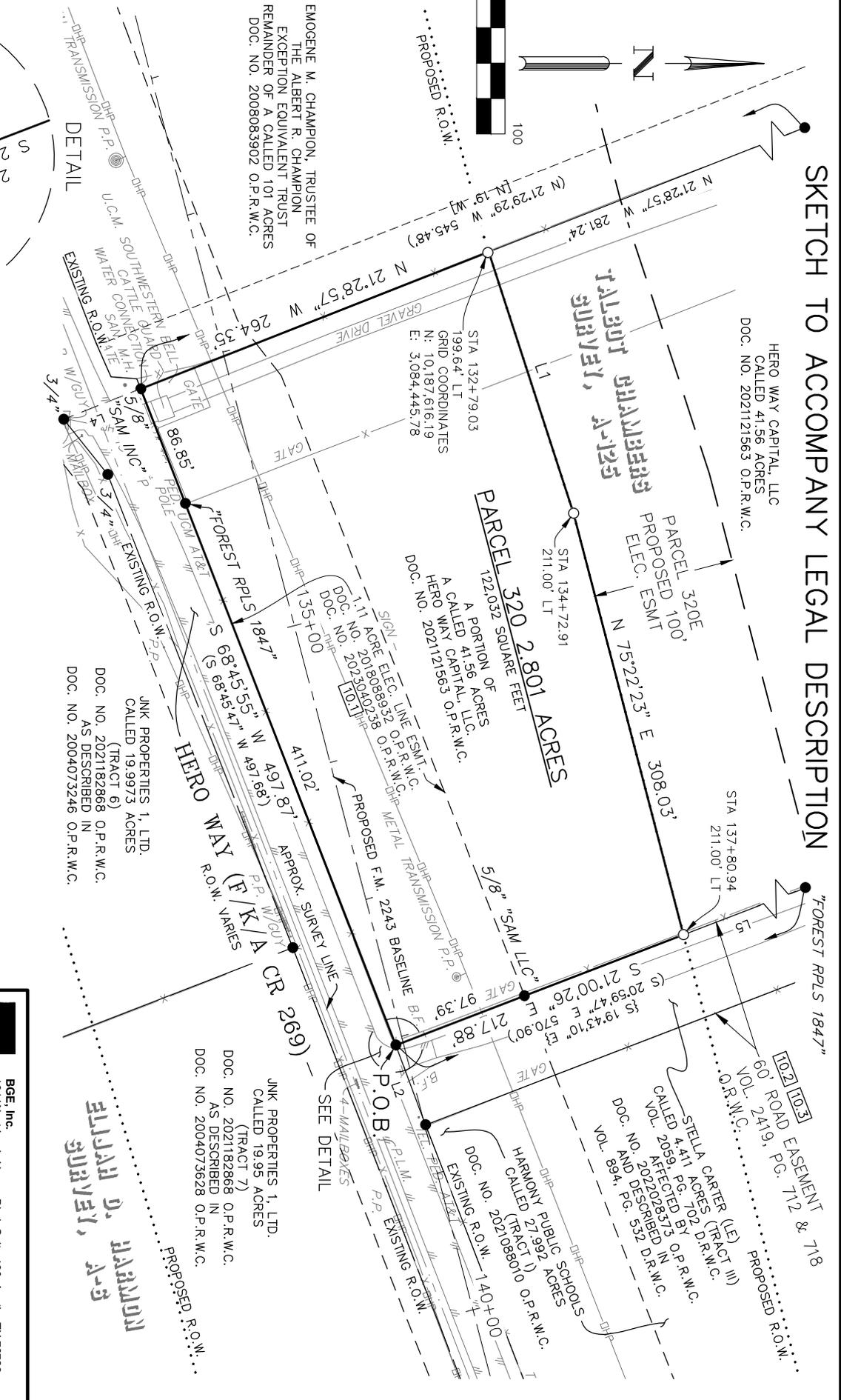
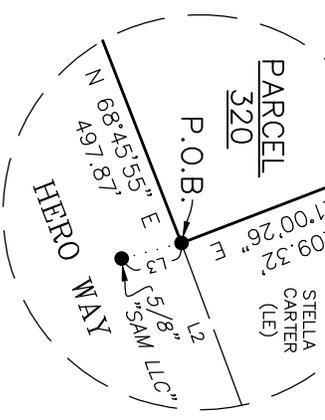
"FOREST RPLS 1847"
 60' ROAD EASEMENT & 71.8
 FT. ROAD
 CALLED 27.362 ACRES
 D.D.R.W.C.
 DOC. NO. 2021080810 O.P.R.W.C.
 HARMONY PUBLIC SCHOOLS
 CALLED (TRACT I)
 DOC. NO. 2021080810 O.P.R.W.C.
 STELLA CARTER (LE) (TRACT III)
 CALLED 4.41 ACRES
 D.D.R.W.C.
 DOC. NO. 20059473 O.P.R.W.C.
 20 AFECTED D.73
 CALLED 202228873 N.W.C.
 D.D.R.W.C.
 DOC. NO. 202228873 N.W.C.
 D.D.R.W.C.
 DOC. NO. 202228873 N.W.C.
 D.D.R.W.C.

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

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 DOC. NO. 2021121563 O.P.R.W.C.



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

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
- OVERHEAD TELEPHONE
- 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'



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

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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: 4 of 5

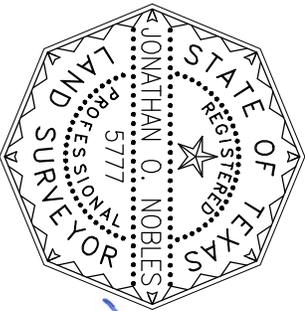
GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY 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 LORA 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.



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

08/03/2023

BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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 TBP&LS Licensed Surveying Firm No. 10106502

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

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;

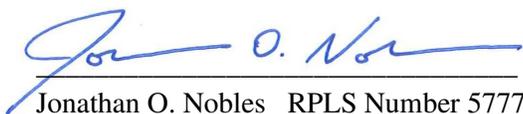
THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 203.26 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point, 311.00 feet left of FM 2243 baseline station 134+69.99;

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

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
—○—	OVERHEAD TELEPHONE
—DHT—	OVERHEAD POWER
—DHP—	EDGE OF ASPHALT
—//—	SCHEDULE B ITEM

10.3

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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 TBP/LS 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	4 of 5

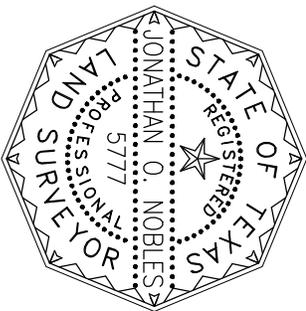
GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY 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 LORA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018088932, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AMENDED IN DOCUMENT NO. 2025040238 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.



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

08/03/2023

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

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

EXHIBIT "B"

Parcel 320

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 **HERO WAY CAPITAL, LLC** 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 2.801-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-1" attached hereto and incorporated herein (**Parcel 320**).

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:

HERO WAY CAPITAL, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

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

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO: