

REAL ESTATE CONTRACT
RM 2243/Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TDW DEVELOPMENT, LLC** (referred to in this Contract as "Seller", whether one or more) 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: Electric easement interest only in and across all of that certain 0.379 acre (16,525 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 341-PEC**); and

TRACT TWO: Fee simple interest in and to all of that certain 0.277 acre (12,059 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 341**);

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 and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the TRACT ONE portion of the Property described in Exhibit "A" shall be the sum of THIRTY THOUSAND and 00/100 Dollars (\$30,000.00).

2.02. The Purchase Price for the TRACT TWO portion of the Property described in Exhibit “B” shall be the sum of ONE HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$125,000.00).

Pursuant to the terms of that certain Possession and Use Agreement between the parties which is recorded as Document No. 2025049457, Official Records of Williamson County, Purchaser has previously deposited the amount of \$109,759.00 with Texas National Title Company. This amount will be deducted from the final purchase or settlement amount, **therefore leaving a net Purchase Price due and owing for TRACT TWO in the sum of TWENTY-FIVE THOUSAND TWO HUNDRED FORTY-ONE and 00/100 Dollars (\$25,241.00).**

The total purchase price for TRACT ONE and TRACT TWO is \$155,000. Upon full execution of this contract, Seller may close with Texas National Title Company and receive the previously deposited funds (\$109,759.00), along with the additional funds of \$45,241.00 (totaling \$155,000.000).

In addition, within 60 days or less of the execution of the deed and payment of funds, the Purchaser will fully release the recorded Possession and Use Agreement (Document No. 2025049457). The Purchaser will provide written confirmation of same to Buyer’s legal counsel.

Payment of Purchase Price

2.04. The Purchase Price shall be payable in cash or other readily available 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

3.02. 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 knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) 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 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 January 31, 2026, or at such time, date, and place as Seller and Purchaser may agree upon, 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, or the completion of the erosion control construction obligation in Section (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 Electric Utility Easement conveying such interest to Pedernales Electric Cooperative in and to the portion of the Property described in Exhibit A, and a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the portion of the Property described in Exhibit A, and, all free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Electric Utility Easement shall be in the form as shown in Exhibit "C" attached

hereto and incorporated herein. The Deed shall be in the form as shown in Exhibit “D” attached hereto and incorporated herein.

The Title Company shall record the Electric Utility Easement in the Official Records of Williamson County, Texas PRIOR to recording of the Deed.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner’s Title Policy at Purchaser's sole expense, in Grantee’s favor in the full amount of the Purchase Price, insuring Purchaser’s contracted interests in and to the permanent interests being conveyed in 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.
 - (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”; and
 - (d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.
- (4) 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 and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. 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. Agricultural roll-back taxes, if any, which directly result from this Contract 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) Special Warranty 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 the Williamson County Commissioners' court, 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.

[signature page follows]

SELLER:

TDW DEVELOPMENT, LLC

By: James C. Hermun

Name: James C. Hermun

Title: Member

Date: 12/9/2025

Address: 107 Pitchstone Cove

Georgetown TX 78628

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

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

Date: _____

County: Williamson
Parcel: 341 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 341 PEC

METES & BOUNDS DESCRIPTION FOR A 0.379 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 9, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO TDW DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023071363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF TRACT 10 OF SAID KITTIE HILL ACRES, AS CONVEYED TO TDW DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022013182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.379 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 west line of the above described Tract 9 and the east line of Tract 5 of AMENDED PLAT KITTIE HILL ACRES TRACT 5 AND TRACT 6, a subdivision as recorded in Cabinet X, Slides 378 and 379 of the Plat Records of Williamson County, Texas, as conveyed to Zoomers Investment Group LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021055330 of the Official Public Records of Williamson County, Texas, at the northeast corner of original Tract 5 of said KITTIE HILL ACRES, from which a 1/2-inch iron rod found on the west line of Tract 8 of said KITTIE HILL ACRES, at the northeast corner of said Tract 5, bears N 20°59'09" W a distance of 226.19 feet; Thence, with the west line of said Tract 9 and the east line of said Tract 5, S 21°01'05" E a distance of 390.61 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 253.00 feet left of FM 2243 baseline station 173+84.46;

THENCE, leaving the east line of said Tract 5 and over and across said Tract 9 the following three (3) courses:

- 1) N 69°25'18" E a distance of 106.22 feet to a calculated point for the beginning of a non-tangent curve to the right, 253.00 feet left of FM 2243 baseline station 174+90.68;
- 2) Along said curve to the right, an arc distance of 113.63 feet, having a radius of 8,162.00 feet, a central angle of 00°47'52" and a chord which bears N 69°50'47" E a distance of 113.63 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,929.53, E: 3,088,536.59) set at the beginning of a non-tangent curve to the right, for an exterior corner of the herein described tract, 252.16 feet left of FM 2243 baseline station 176+04.31; and

- 3) Along said curve to the right, pass a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" at an arc distance of 38.36 feet, and continuing on for a total arc distance of 38.96 feet, having a radius of 1,320.00 feet, a central angle of 01°41'28" and a chord which bears S 47°06'55" W a distance of 38.96 feet to a calculated point on the north line of a 20-foot wide electric easement recorded in Volume 799, Page 641 of the Deed Records of Williamson County, Texas, for an interior corner of the herein described tract, 237.59 feet left of FM 2243 baseline station 175+68.82;

THENCE, with the north line of said 20-foot wide electric easement and over and across said Tract 9 and said Tract 10, N 69°40'48" E a distance of 491.21 feet to a calculated point on the east line of said Tract 10 and the west line of Tract 13A of KITTIE HILL ACRES, TRACT 13 REPLAT, a subdivision as recorded in Document Number 2016014191 of the Official Public Records of Williamson County, Texas, as conveyed to NWC Hero #1, LLC by Special Warranty Deed recorded in Document Number 2022013181 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 248.54 feet left of FM 2243 baseline station 180+44.94, , from which a 1/2-inch iron rod found at the northeast corner of Tract 8, and at the northwest corner of Tract 11, both of said KITTIE HILL ACRES, bears N 20°59'25" W a distance of 1,278.89 feet;

THENCE, with the east line of said Tract 10 and the west line of said Tract 13A, S 20°59'25" E, pass a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the northwest corner of the remainder of a called 27.07 acre tract of land as conveyed to JGHTDH #1, LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2016075658 of the Official Public Records of Williamson County, Texas, at a distance of 10.00 feet, and continuing on with the east line of said Tract 10 and the west line of said JGHTDH #1 remainder tract for a total distance of 20.00 feet to a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found on the north right-of-way line of Hero Way (width varies), as dedicated by Document Number 2023087245 of the Official Public Records of Williamson County, Texas, at the southeast corner of said Tract 10, and at the southwest corner of the remainder of said JGHTDH #1 tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Diamond Surveying" found at the intersection of the north right-of-way of said Hero Way and the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2004069273, 2019092213, 2023090344 and 2025046600, all of the Official Public Records of Williamson County, bears N 68°25'11" E a distance of 291.86 feet;

THENCE, with the existing north right-of-way line of said Hero Way and the south line of said Tract 10, S 69°40'48" W, pass a calculated point at the southwest corner of said Tract 10, and at the southeast corner of said Tract 9 at a distance of 336.56, and continuing on with the existing north right-of-way line of said Hero Way and the south line of said Tract 9, for a total distance of 555.24 feet to a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Tract 9, S 69°58'26" W a distance of 119.66 feet to a 1/2-inch iron rod found at the southwest corner of said Tract 10 and at the southeast corner of a called 0.176 acre tract of land described as Parcel 338 as dedicated in said Document Number 2023087245 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, continuing with the north right-of-way line of said Hero Way and with the west line of said Tract 10, N 21°01'05" W, pass a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the northeast corner of said Parcel 338, and continuing with the west line of said Tract 10 and the east line of said Tract 5, for a total distance of 34.19 feet to the **POINT OF BEGINNING** and containing 0.379 acre (16,525 square feet) of land, more or less.

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

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

PRELIMINARY
This document shall not be recorded for any purpose.

Damian G. Fisher RPLS Number 6928
BGE, Inc.

_____ Date

101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client: Williamson County
Date: April 1, 2025
Revised Date: August 20, 2025
Project Number: 7473-00

LEGEND

BWF	BARBED WIRE FENCE
CAB.	CABINET
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
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
Pg.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
T.R.W.	TIMBER RETAINING WALL
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR CAB. X, SLIDES 378-379 P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
[]	RECORD INFO FOR CAB. NO. 2016075658 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2016014191 O.P.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
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
A10.2	SCHEDULE B ITEM

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	113.63'	8,162.00'	0°47'52"	N 69°50'47" E	113.63'
C2	38.96'	1,320.00'	1°41'28"	S 47°06'55" W	38.96'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 20°59'09" W	226.19'
L2	N 69°25'18" E	106.22'
L3	S 20°59'25" E	20.00'
L4	S 69°58'26" W	119.66'
L5	N 21°01'05" W	34.19'
L6	N 68°25'11" E	291.86'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
L1	{N 18°55' W	
	(N 18°55'30 W)	
L3	{N 21°01'07" W]	[226.02']
L3	<S 20°59'08" E}	
L4	{S 72°08' W}	
	[S 70°02'24" W]	[119.74']
L6	{N 70°33' E}	
	[N 68°24'23" E]	[291.89']

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 THOSE CERTAIN COMMITMENTS FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166261, DATED EFFECTIVE MAY 5, 2023 AND ISSUED ON JULY 31, 2023, AND G.F. NO. T-166335, DATED EFFECTIVE OCTOBER 10, 2023 AND ISSUED ON OCTOBER 17, 2023.

REVISED 8/20/2025 - UPDATED PARCEL BOUNDARY



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPUS Licensed Surveying Firm No. 10106500

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**PARCEL PLAT SHOWING
EASEMENT PARCEL 441 PEC
0.379 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS**

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/01/2025	4 of 6

RESTRICTIVE COVENANT AND EASEMENT NOTES (T-183533):

- A1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1872, PAGE 482, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NUMBERS 2015078669 AND 2016096986, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
 - A10.1 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
 - A10.2 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)
 - A10.3 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
 - A10.4 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
 - A10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- RESTRICTIVE COVENANT AND EASEMENT NOTES (T-166335):
- B1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1215, PAGE 413, OFFICIAL RECORDS, AND DOCUMENT NO.(S) 2015078669, 2016096986, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
 - B10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
 - B10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
 - B10.4 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)
 - B10.5 A 150 FOOT RADIUS SANITARY EASEMENT AROUND EACH WATER WELL SIDE WITH NO WATER WELL SITE BEING LOCATED CLOSER THAN

150 FEET TO ANY PROPERTY LINE AS SET OUT IN VOLUME 1326, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

B10.6 BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.7 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.8 A DRAINAGE EASEMENT AS DESCRIBED IN DOCUMENT NO. 2016096987, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

B10.12 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF 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. There are no visible encroachments, except as shown hereon.

**PRELIMINARY
PENDING FINAL
REVIEW**

DAMIAN G. FISHER RPLS NO. 6928
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400
 REVISED 8/20/2025 - UPDATED PARCEL BOUNDARY



BGE, Inc.
 101 West Louis Henna Blvd Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106500

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**PARCEL PLAT SHOWING
EASEMENT PARCEL 441 PEC
0.379 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS**

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1"=100'	7473-00	04/01/2025	6 of 6

County: Williamson
Parcel: 341
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 341

METES & BOUNDS DESCRIPTION FOR A 0.277 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 9, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO TDW DEVELOPMENT, LLC, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023071363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF TRACT 10 OF SAID KITTIE HILL ACRES, AS CONVEYED TO TDW DEVELOPMENT, LLC, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022013182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.277 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) as dedicated by Document Number 2023087245 of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Tract 9, and at the southeast corner of a called 0.176 acre tract of land described as Parcel 338 as dedicated in said Document Number 2023087245 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Hero Way and the west line of said Tract 9, N 21°01'05" W a distance of 19.19 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,839.05, E: 3,088,335.88) set at the northeast corner of said Parcel 338, and at the southeast corner of the remainder of Tract 5 of AMENDED PLAT KITTIE HILL ACRES TRACT 5 AND TRACT 6, a subdivision as recorded in Cabinet X, Slides 378 and 379 of the Plat Records of Williamson County, Texas, as conveyed to Zoomers Investment Group LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021055330 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 238.00 feet left of FM 2243 baseline station 173+84.58, from which a 1/2-inch iron rod found on the west line of said Tract 9, at the northeast corner of original Tract 5 of said KITTIE HILL ACRES, bears N 21°01'05" W a distance of 405.61 feet;

THENCE, leaving the north right-of-way line of said Hero Way and over and across said Tract 9, N 69°25'18" E a distance of 106.10 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, 238.00 feet left of FM 2243 baseline station 174+90.68;

THENCE, continuing over and across said Tract 9, along said curve to the right, an arc distance of 78.15 feet, having a radius of 8,147.00 feet, a central angle of 00°32'59" and a chord which bears N 69°43'20" E a distance of 78.15 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, 237.59 feet left of FM 2243 baseline station 175+68.82;

THENCE, continuing over and across said Tract 9, along said curve to the left, an arc distance of 38.36 feet, having a radius of 1,320.00 feet, a central angle of 01°39'54" and a chord which bears N 47°06'09" E a distance of 38.36 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, 252.16 feet right of FM 2243 baseline station 176+04.31;

THENCE, continuing over and across said Tract 9, along said curve to the right, an arc distance of 118.54 feet, having a radius of 8,162.00 feet, a central angle of 00°49'56" and a chord which bears N 70°39'40" E a distance of 118.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Tract 9 and the west line of said Tract 10, for an exterior corner of the herein described tract, 250.43 feet left of FM 2243 baseline station 177+19.09, from which a 1/2-inch iron rod found at the northeast corner of said Tract 9, and at the northwest corner of said Tract 10, bears N 20°59'56" W a distance of 612.51 feet;

THENCE, with the east line of said Tract 9 and the west line of said Tract 10, S 20°59'56" E a distance of 22.92 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 227.52 feet left of FM 2243 baseline station 177+19.58;

THENCE, leaving the east line of said Tract 9 and over and across said Tract 10, N 69°40'48" E a distance of 336.57 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Tract 10, and at the southwest corner of Tract 13A of KITTIE HILL ACRES, TRACT 13 REPLAT, a subdivision as recorded in Document Number 2016014191 of the Official Public Records of Williamson County, Texas, as conveyed to NWC Hero #1, LLC by Special Warranty Deed recorded in Document Number 2022013181 of the Official Public Records of Williamson County, Texas, and at the northwest corner of the remainder of a called 27.07 acres of land as conveyed to JGHTDH #1, LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2016075658 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 238.56 feet left of FM 2243 baseline station 180+45.59, from which a 1/2-inch iron rod found at the northeast corner of Tract 8, and at the northwest corner of Tract 11, both of said KITTIE HILL ACRES, bears N 20°59'25" W a distance of 1,288.90 feet;

THENCE, with the east line of said Tract 9 and the west line of said JGHTDH #1 remainder tract, S 20°59'25" E a distance of 10.00 feet to a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found on the existing north right-of-way line of said Hero Way, at the southeast corner of said Tract 10, and at the southwest corner of said JGHTDH #1 remainder tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Diamond Surveying" found at the intersection of the north right-of-way of said Hero Way and the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2004069273, 2019092213, 2023090344 and 2025046600, all of the Official Public Records of Williamson County, bears N 68°25'11" E a distance of 291.86 feet;

THENCE, with the existing north right-of-way line of said Hero Way and the south line of said Tract 10, S 69°40'48" W, pass a calculated point at the southwest corner of said Tract 10, and at the southeast corner of said Tract 9 at a distance of 336.56, and continuing on with the existing north right-of-way line of said Hero Way and the south line of said Tract 9, for a total distance of 555.24 feet to a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Tract 9, S 69°58'26" W a distance of 119.66 feet to the **POINT OF BEGINNING** and containing 0.277 acre (12,059 square feet) of land, more or less.

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

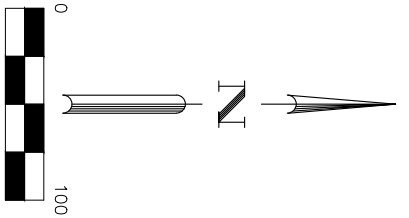
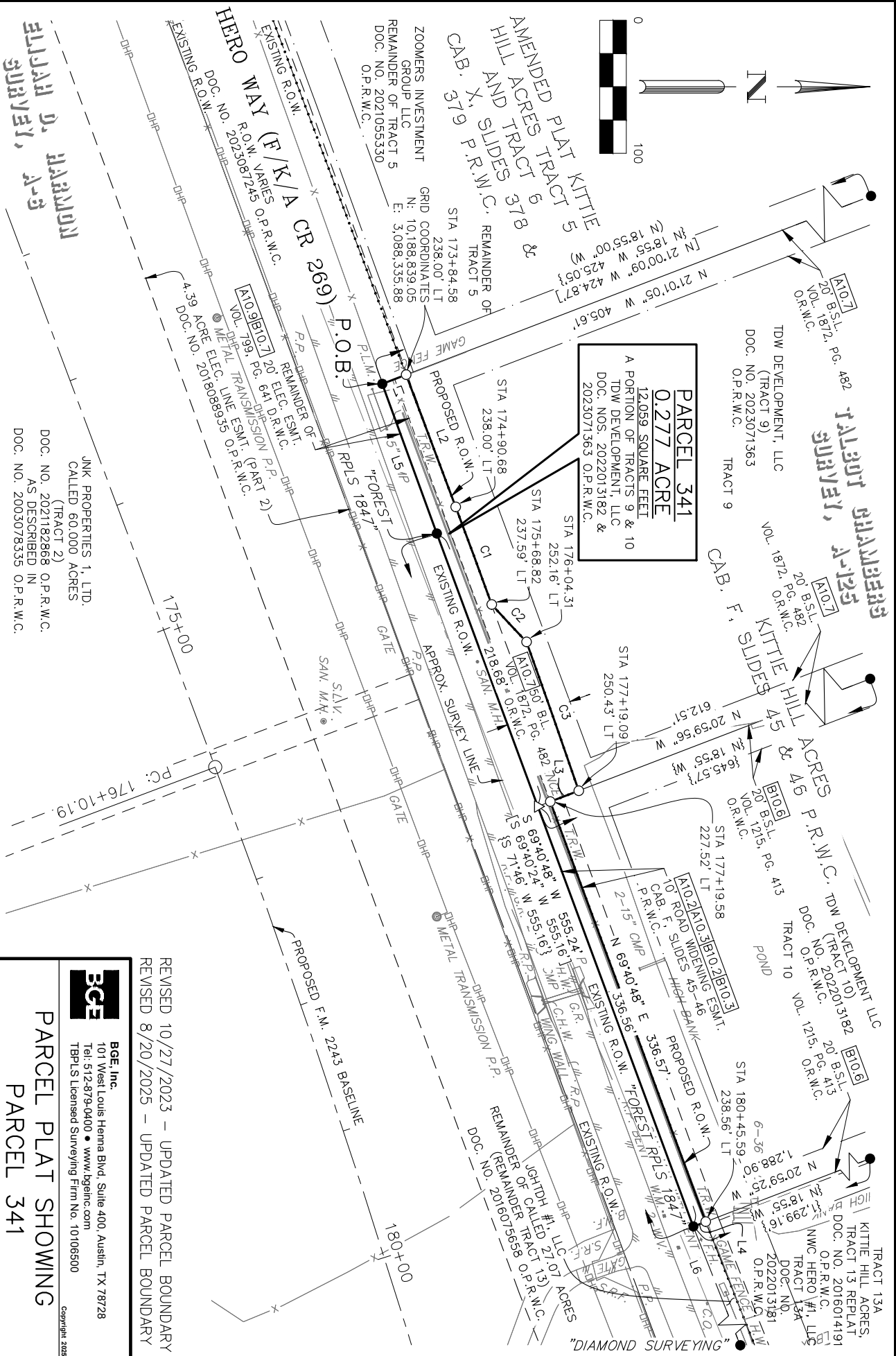
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

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

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Date

Client: Williamson County
Date: October 19, 2023
Revised: October 27, 2023
Revised: August 20, 2025
Project Number: 7473-00



PARCEL 341
 0.277 ACRE
 12,059 SQUARE FEET
 A PORTION OF TRACTS 9 & 10
 TDW DEVELOPMENT, LLC
 DOC. NOS. 2022013182 &
 202307363 O.P.R.W.C.

JNK PROPERTIES 1, LTD.
 CALLED 60,000 ACRES
 (TRACT 2)
 DOC. NO. 2021182868 O.P.R.W.C.
 AS DESCRIBED IN
 DOC. NO. 2003078335 O.P.R.W.C.

TALBOT SURVEY, A-125
 TDW DEVELOPMENT, LLC
 (TRACT 9)
 DOC. NO. 202307363
 O.P.R.W.C. TRACT 9
 CAB. F, SLIDES
 KITTLE HILL
 ACRES 4.5
 P.R.W.C. TDW DEVELOPMENT LLC
 (TRACT 10)
 DOC. NO. 2022013182
 O.P.R.W.C. TRACT 10
 VOL. 1215, O.R.W.C.

KITTLE HILL ACRES,
 TRACT 13 REPLAT
 DOC. NO. 2016014191
 O.P.R.W.C.
 NMC HERO #1, LLC
 TRACT 13A
 DOC. NO.
 2022013181
 O.P.R.W.C.

REVISED 10/27/2023 - UPDATED PARCEL BOUNDARY
 REVISED 8/20/2025 - UPDATED PARCEL BOUNDARY

BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106500

PARCEL PLAT SHOWING

PARCEL 341
 0.277 ACRE
 FM 2243

WILLIAMSON COUNTY, TEXAS

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1"=100'	7473-00	10/19/2023	4 of 6

LEGEND

B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
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
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
T.R.W.	TIMBER RETAINING WALL
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR CAB. X, SLIDES 378-379 P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2016075658 O.P.R.W.C.
<	RECORD INFO FOR DOC. NO. 2016014191 O.P.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
— DH —	OVERHEAD TELEPHONE
— DHP —	OVERHEAD POWER
— // —	EDGE OF ASPHALT
A10.2	SCHEDULE B ITEM

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 THOSE CERTAIN COMMITMENTS FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166261, DATED EFFECTIVE MAY 5, 2023 AND ISSUED ON JULY 31, 2023, AND G.F. NO. T-166335, DATED EFFECTIVE OCTOBER 10, 2023 AND ISSUED ON OCTOBER 17, 2023.

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	78.15'	8,147.00'	0°32'59"	N 69°43'20" E	78.15'
C2	38.36'	1,320.00'	1°39'54"	N 47°06'09" E	38.36'
C3	118.54'	8,162.00'	0°49'56"	N 70°39'40" E	118.54'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 21°01'05" W	19.19'
L2	N 69°25'18" E	106.10'
L3	S 20°59'56" E	22.92'
L4	S 20°59'25" E	10.00'
L5	S 69°58'26" W	119.66'
L6	N 68°25'11" E	291.86'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
L4	<S 20°59'08" E>	
L5	{S 72°08' W}	
	[S 70°02'24" W]	[119.74']
L6	{N 70°33' E}	
	[N 68°24'23" E]	[291.89']

REVISED 10/27/2023 – UPDATED PARCEL BOUNDARY
 REVISED 8/20/2025 – UPDATED PARCEL BOUNDARY



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 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING
PARCEL 341
0.277 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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RESTRICTIVE COVENANT AND EASEMENT NOTES (T-166261):

- A1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1872, PAGE 482, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- A10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- A10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- A10.5 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)
- A10.7 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- A10.9 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- A10.14 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

RESTRICTIVE COVENANT AND EASEMENT NOTES (T-166335):

- B1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1215, PAGE 413, OFFICIAL RECORDS, AND DOCUMENT NO.(S) 2015078669, 2016096986, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- B10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- B10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- B10.4 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)
- B10.5 A 150 FOOT RADIUS SANITARY EASEMENT AROUND EACH WATER WELL SIDE WITH NO WATER WELL SITE BEING LOCATED CLOSER THAN 150

FEET TO ANY PROPERTY LINE AS SET OUT IN VOLUME 1326, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

B10.6 BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.7 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.8 A DRAINAGE EASEMENT AS DESCRIBED IN DOCUMENT NO. 2016096987, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

B10.12 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF 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.

**PRELIMINARY
PENDING FINAL
REVIEW**

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

REVISED 10/27/2023 - UPDATED PARCEL BOUNDARY
REVISED 8/20/2025 - UPDATED PARCEL BOUNDARY



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TBP&LS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING
PARCEL 341
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EXHIBIT "C"
ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That **TDW DEVELOPMENT, LLC**, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC.** (“Grantee”) an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across, under and upon the following described lands located in Williamson County, Texas, to-wit:

All of that certain 0.379 acre (16,525 square foot) tract in the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 341PEC**)

With guying easements as needed, together with the right of ingress and egress over Grantor’s adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor’s heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 2025.

[signature page follows]

GRANTOR:

TDW DEVELOPMENT, LLC

By: _____

Its: _____

(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of

_____, 2025.

Notary Public in and for
The State of Texas

Please Return to:

EXHIBIT "D"

Parcel 341

DEED

Hero Way Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **TDW DEVELOPMENT, 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"):

All of that certain 0.277 acre (12,059 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 341**)

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 its successors or assigns, 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 of the facilities and appurtenances of Grantee.

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

TDW DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
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: