

REAL ESTATE CONTRACT

Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HOLLINGSHEAD MATERIALS, LLC, a Tennessee limited liability company** (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 0.374-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 307)**; and

Tract Two:

Electric Line Easement in and across a 0.116-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 307E)**;

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 shall be the sum of ONE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FIFTY-SIX and 00/100 Dollars (\$144,356.00).

2.02. The Purchase Price for the Electric Line Easement portion of the Property described as Tract Two shall be the sum of FORTY THOUSAND TWO HUNDRED TWENTY-ONE and 00/100 Dollars (\$40,221.00).

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 which 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.

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.

4.03. Seller acknowledges that it has been informed of the entitlement to receive fair market value payment for the Property, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving that appraisal right.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before March 30, 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

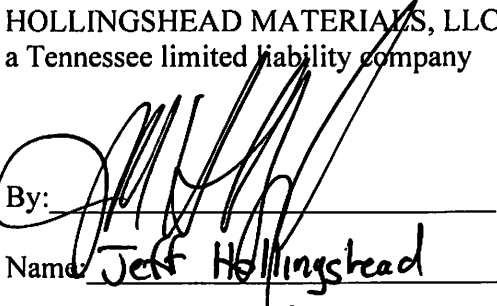
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

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 March 30, 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:

HOLLINGSHEAD MATERIALS, LLC,
a Tennessee limited liability company

By: 

Name: Jeff Hollingshead

Its: Chief Executive Officer

Address: 1000 Hollingshead Circle
Murfreesboro, TN 37129

Date: 3-14-2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell, Jr.
Bill Gravell, Jr. (Mar 26, 2024 20:44 CDT)
Bill Gravell, Jr.
County Judge

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

Date: Mar 26, 2024

County: Williamson
Parcel: 307
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 307

METES & BOUNDS DESCRIPTION FOR A 0.374 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 9.205 ACRE TRACT OF LAND AS CONVEYED TO FLORIDA ROCK INDUSTRIES, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023036116 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.374 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 with a cap stamped "Pape Dawson" found on the north right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, at the northwest corner of a called 0.1252 acre tract of land described as Parcel 11 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Florida Rock Industries 9.205 acre tract, 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 Florida Rock Industries 9.205 acre tract, N 21°27'24" W a distance of 27.86 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found at the northeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, and at the southeast corner of a called 13.342 acre tract of land as conveyed to Roger Beasley Mazda, Inc. by Special Warranty Deed recorded in Document Number 2022042091 of the Official Public Records of Williamson County, Texas, for an angle point;

THENCE, continuing with the west line of said Florida Rock Industries 9.205 acre tract and the east line of said Roger Beasley Tract, N 21°01'29" W a distance of 296.97 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,808.21, E: 3,081,892.63) set for the northwest corner of the herein described tract, 195.92 feet left of FM 2243 baseline station 106+20.12, from which a 60D nail found at the northeast corner of said Roger Beasley Tract, at the northwest corner of said Florida Rock Industries 9.205 acre tract, and at the southeast terminus of CR 269 as dedicated by PAG LEANDER H1, PHASE 1 FINAL PLAT, a subdivision recorded in Document Number 2020085884 of the Official Public Records of Williamson County, Texas, bears N 21°01'29" W a distance of 651.45 feet;

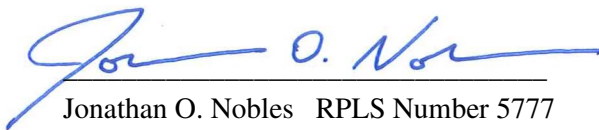
THENCE, over and across said Florida Rock Industries 9.205 acre tract, N 74°21'51" E a distance of 50.46 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said Florida Rock Industries 9.205 acre tract and the west line of the remaining portion of a called 15.783 acre tract of land as conveyed to FM 269 Investors, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2008015124 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 191.25 feet left of FM 2243 baseline station 106+70.37, from which a 1/2-inch iron rod with a cap stamped "West 4188" found at an interior corner of said Florida Rock Industries 9.205 acre tract, and at the northwest corner of the remainder of said FM 269 Investors 15.783 acre tract, bears N 21°03'15" W a distance of 212.70 feet;

THENCE, with the east line of said Florida Rock Industries 9.205 acre tract and the west line of the remainder of said FM 269 Investors 15.783 acre tract, S 21°03'15" E a distance of 322.85 feet to a calculated point on the north right-of-way line of said Hero Way, at the southeast corner of said Florida Rock Industries 9.205 acre tract, and at the southwest corner of the remainder of said FM 269 Investors 15.783 acre tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "Pape Dawson" found bears N 72°06'48" E a distance of 44.88 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Florida Rock Industries 9.205 acre tract, S 72°06'48" W a distance of 50.27 feet to the **POINT OF BEGINNING** and containing 0.374 acre (16,293 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



06/16/2023

Date

Client: Williamson County

Date: June 16, 2023

Project Number: 7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

FM 269 INVESTORS, LLC
REMAINDER OF A CALLED 15.783 ACRES
DOC. NO. 2008015124 O.P.R.W.C.

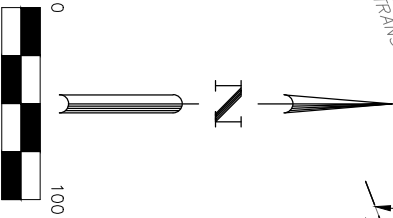
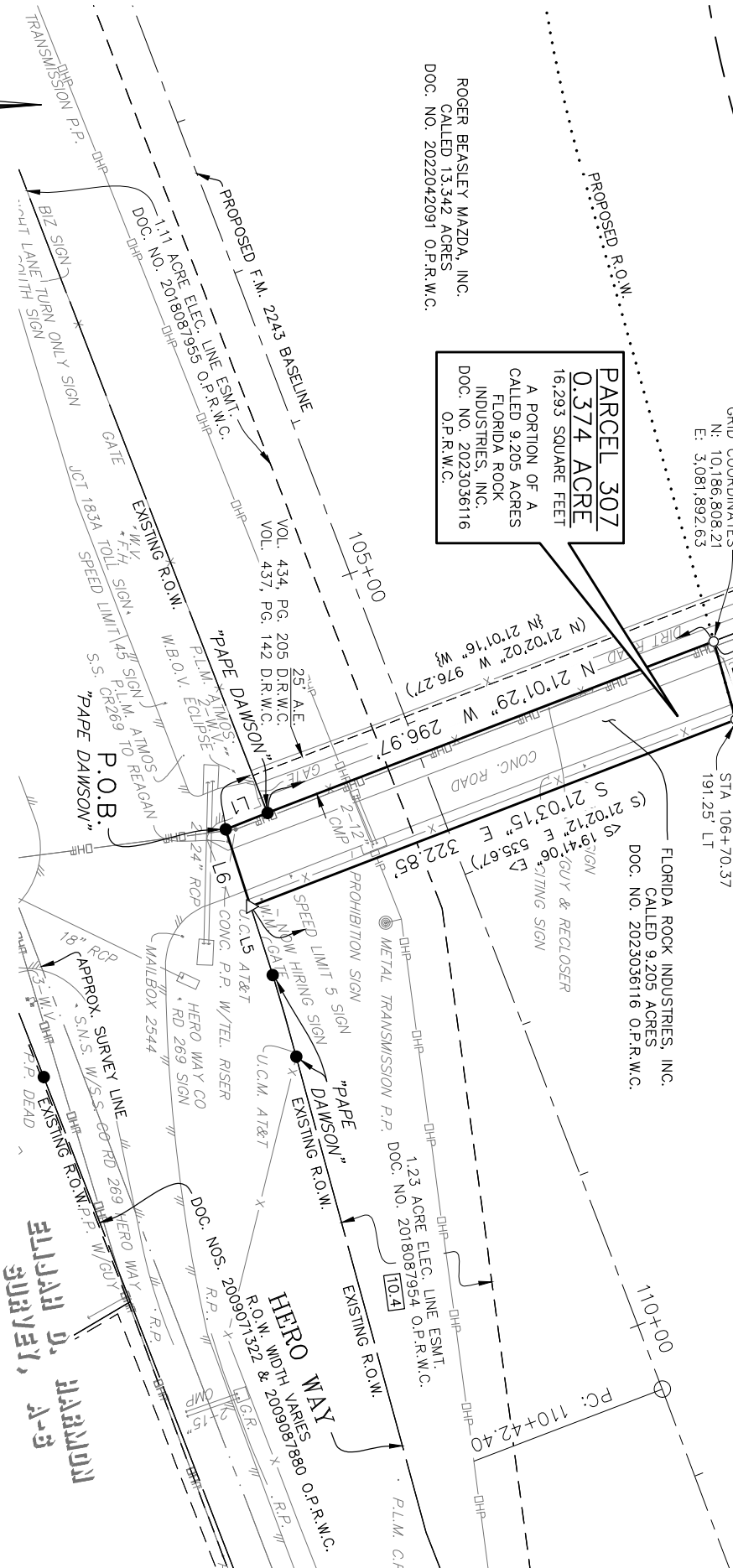
FM 269 INVESTORS, LLC
REMAINDER OF A CALLED 15.783 ACRES
DOC. NO. 2008015124 O.P.R.W.C.

STA 106+20.12
195.92' LT
GRID COORDINATES
N: 10,186,808.21
E: 3,081,892.63

FLORIDA ROCK INDUSTRIES, INC.
CALLED 9.205 ACRES
DOC. NO. 2023036116 O.P.R.W.C.

PARCEL 307
0.374 ACRE
16,293 SQUARE FEET
A PORTION OF A
CALLED 9.205 ACRES
FLORIDA ROCK
INDUSTRIES, INC.
DOC. NO. 2023036116
O.P.R.W.C.

ROGER BEASLEY MAZDA, INC.
CALLED 13.342 ACRES
DOC. NO. 2022042091 O.P.R.W.C.



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

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PARCEL PLAT
SHOWING PARCEL 307
0.374 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
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LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2023036116 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NOS. 2009071322 & 2009087880 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2022042091 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2008015124 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
▲	FOUND 60D NAIL
△	CALCULATED POINT
X	WIRE FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
//	EDGE OF ASPHALT
[10.2]	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°27'24" W	27.86'
L2	N 21°01'29" W	651.45'
L3	N 74°21'51" E	50.46'
L4	N 21°03'15" W	212.70'
L5	N 72°06'48" E	44.88'
L6	S 72°06'48" W	50.27'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L1)	(N 21°02'02" W)	(27.83')
[L5]	[N 71°57'14" E]	
[L6]	[S 71°57'14" W]	



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

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PARCEL PLAT
SHOWING PARCEL 307
0.374 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

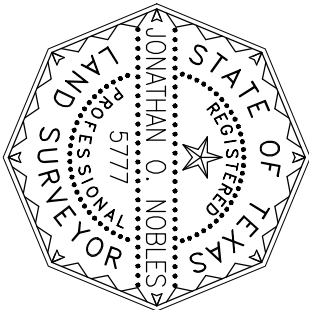
GENERAL NOTES:

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-172637, DATED EFFECTIVE JUNE 5, 2023 AND ISSUED ON JUNE 12, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 A SEWER/WATER LINES EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1287, PAGE 898 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 A SEWER, WATER AND OTHER UTILITIES LINES EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 230 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087954 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2009087879 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-040-00 OF RECORD IN DOCUMENT NO. 2017011285 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



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

06/16/2023



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TBP L.S. Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 307
0.374 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	6/16/2023	5 of 5

County: Williamson
Parcel: 307E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 307E

METES & BOUNDS DESCRIPTION FOR A 0.116 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 9.205 ACRE TRACT OF LAND AS CONVEYED TO FLORIDA ROCK INDUSTRIES, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023036116 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.116 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 with a cap stamped "Pape Dawson" found on the north right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, at the northwest corner of a called 0.1252 acre tract of land described as Parcel 11 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas, and at the southwest corner of the above described Florida Rock Industries 9.205 acre tract; Thence, with the north right-of-way line of said Hero Way and the west line of said Florida Rock Industries 9.205 acre tract, N 21°27'24" W a distance of 27.86 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found at the northeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, and at the southeast corner of a called 13.342 acre tract of land as conveyed to Roger Beasley Mazda, Inc. by Special Warranty Deed recorded in Document Number 2022042091 of the Official Public Records of Williamson County, Texas; Thence, continuing with the west line of said Florida Rock Industries 9.205 acre tract and the east line of said Roger Beasley Tract, N 21°01'29" W a distance of 296.97 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,808.21, E: 3,081,892.63) set for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 195.92 feet left of FM 2243 baseline station 106+20.12;

THENCE, continuing with the west line of said Florida Rock Industries 9.205 acre tract and the east line of said Roger Beasley Tract, N 21°01'29" W a distance of 100.44 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 296.36 feet left of FM 2243 baseline station 106+19.98, from which a 60D nail found at the northeast corner of said Roger Beasley Tract, at the northwest corner of said Florida Rock Industries 9.205 acre tract, and at the southeast terminus of CR 269 as dedicated by PAG LEANDER H1, PHASE 1 FINAL PLAT, a subdivision recorded in Document Number 2020085884 of the Official Public Records of Williamson County, Texas, bears N 21°01'29" W a distance of 551.01 feet;

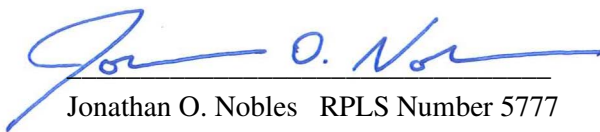
THENCE, over and across said Florida Rock Industries 9.205 acre tract, N 74°21'51" E a distance of 50.41 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said Florida Rock Industries 9.205 acre tract and the west line of the remaining portion of a called 15.783 acre tract of land as conveyed to FM 269 Investors, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2008015124 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 291.70 feet left of FM 2243 baseline station 106+70.18, from which a from which a 1/2-inch iron rod with a cap stamped "West 4188" found at an interior corner of said Florida Rock Industries 9.205 acre tract, and at the northwest corner of the remainder of said FM 269 Investors 15.783 acre tract, bears N 21°03'15" W a distance of 112.25 feet;

THENCE, with the east line of said Florida Rock Industries 9.205 acre tract and the west line of the remainder of said FM 269 Investors 15.783 acre tract, S 21°03'15" E a distance of 100.45 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 191.25 feet left of FM 2243 baseline station 106+70.37;

THENCE, departing the west line of the remainder of said FM 269 Investors 15.783 acre tract, over and across said Florida Rock Industries 9.205 acre tract, S 74°21'51" W a distance of 50.46 feet to the **POINT OF BEGINNING** and containing 0.116 acre (5,044 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



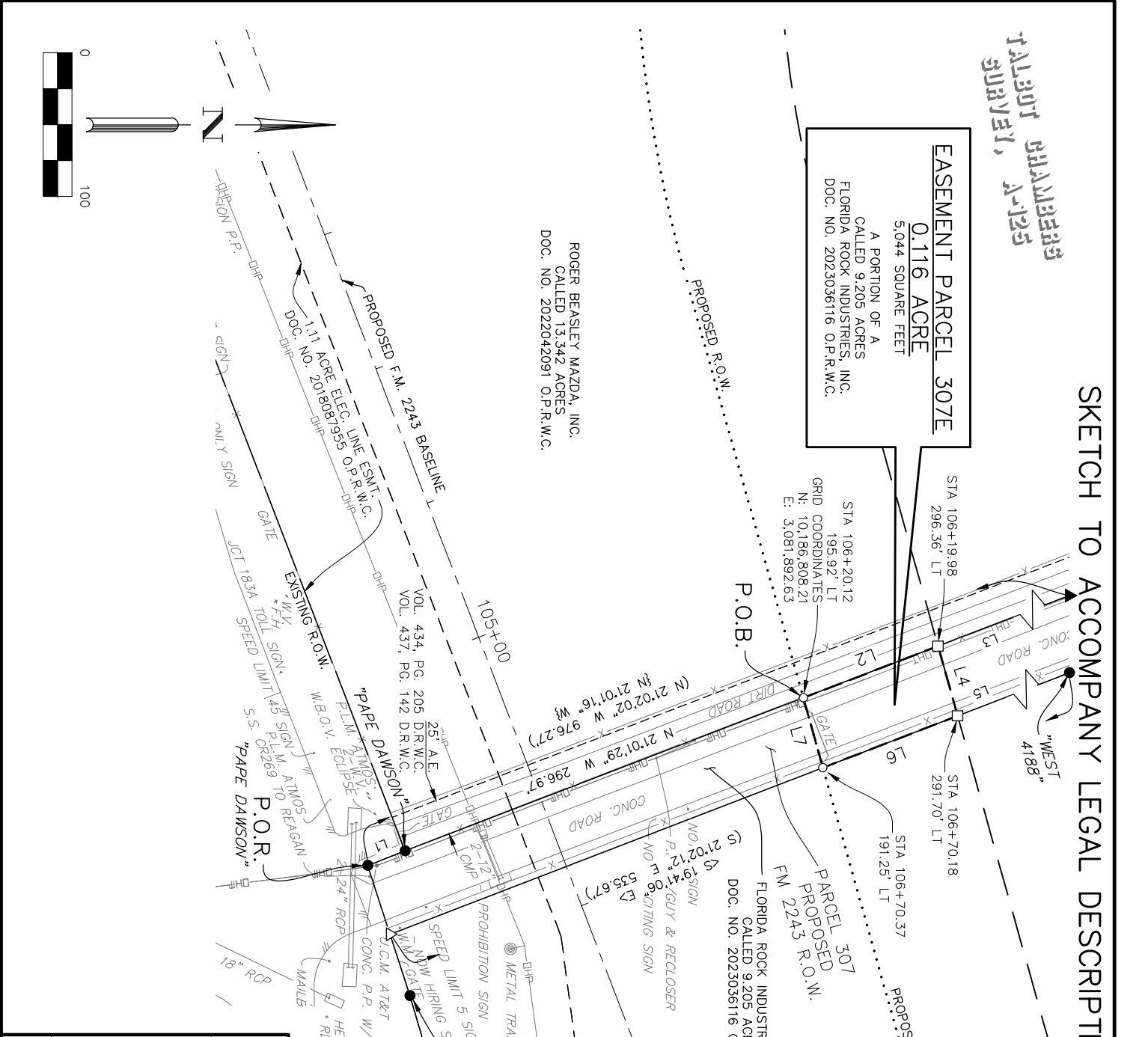
06/16/2023

Date

Client: Williamson County

Date: June 16, 2023

Project Number: 7473-00



LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2023036116 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NOS. 2009071322 & 2009087880 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2022042091 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2008015124 O.P.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"
▲	FOUND 60D NAIL
△	CALCULATED POINT
— X —	WIRE FENCE
— DHT —	OVERHEAD TELEPHONE
— DHP —	OVERHEAD POWER
— // —	EDGE OF ASPHALT
[10.2]	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°27'24" W	27.86'
L2	N 21°01'29" W	100.44'
L3	N 21°01'29" W	551.01'
L4	N 74°21'51" E	50.41'
L5	N 21°03'15" W	112.25'
L6	S 21°03'15" E	100.45'
L7	S 74°21'51" W	50.46'



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

Copyright 2023

PARCEL PLAT SHOWING
EASEMENT PARCEL 307E
0.116 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

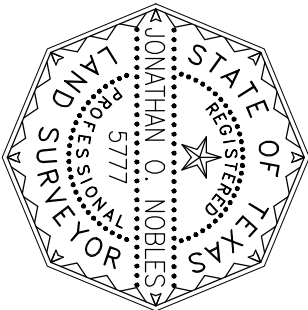
GENERAL NOTES:

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-172637, DATED EFFECTIVE JUNE 5, 2023 AND ISSUED ON JUNE 12, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 A SEWER/WATER LINES EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1287, PAGE 898 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 A SEWER, WATER AND OTHER UTILITIES LINES EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 230 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087954 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2009087879 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-040-00 OF RECORD IN DOCUMENT NO. 2017011285 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.



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

06/16/2023



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

Copyright 2023

PARCEL PLAT SHOWING
EASEMENT PARCEL 307E
0.116 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	6/16/2023	5 of 5

EXHIBIT "B"

Parcel 307

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 **HOLLINGSHEAD MATERIALS, LLC, a Tennessee limited liability company**, 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 0.374 acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 307)**.

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]

HOLLINGSHEAD MATERIALS, LLC,
a Tennessee limited liability company

Title: _____

[illegible]

Notary Public, State of Texas

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

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

3.

EXHIBIT "C"

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

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

Hero Way Project

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE: _____, 2023

GRANTOR: HOLLINGSHEAD MATERIALS, LLC, a Tennessee limited liability company

GRANTOR'S MAILING ADDRESS: c/o Smyrna Ready Mix Concrete, LLC
1000 Hollingshead Circle
Murfeesboro, TN 37129
Attn: JD Kiouss

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

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

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

EASEMENT PROPERTY: A tract of land consisting of **0.116 acre**, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

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

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

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

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

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

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

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

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

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

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

[signature page follows]

GRANTOR:

HOLLINGSHEAD MATERIALS, LLC,
a Tennessee limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024, by _____
_____, the _____ of Florida Rock Industries, Inc., in the capacity and for the
purposes and consideration recited herein.

Notary Public, State of Texas

AFTER RECORDING RETURN TO: