

REAL ESTATE CONTRACT

Hero Way Right of Way Remainder Parcel

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ELSA MOORE** (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:

Being a 1.111 acre (48,381 square foot) tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 205 Part 1R**);

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 AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of SEVEN HUNDRED THIRTY THOUSAND THREE HUNDRED NINETY-EIGHT and 00/100 Dollars (\$730,398.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. Condemnation Suit Judgment. As an obligation of the parties which shall survive the Closing of this Contract, and as an additional agreement which may be enforceable pursuant to Rule 11 of the TRCP, on or before the expiration of seven (7) days following Closing, the parties agree to execute an Agreed Final Judgment for the condemnation suit identified as Cause No. 24-1518-CC4 and in the form as shown in Exhibit “B” attached hereto and incorporated herein, and Purchaser shall submit the signed judgment document to the Court for entry and filing as soon as possible. The obligations of this paragraph are specifically contingent upon completion of the Closing as set out herein.

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.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Inc. on or before April 30, 2025, 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 or contingent 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 the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property 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 Deed 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 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; 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".
- (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.

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) 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.

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.

SELLER:

Elsa Moore
Elsa Moore

Date: March 26, 2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey

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

Name: Valerie Covey
County Judge/Presiding Officer

Date: Apr 9, 2025

County: Williamson
Parcel: 205R
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 205R

METES & BOUNDS DESCRIPTION FOR A 1.111 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 OF HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 AS CONVEYED TO ELSA JOANNE LUTZ MOORE BY AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NUMBER 2024065575 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2605, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.111 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 southeast line of a called 15.436 acre tract of land as conveyed to 3F Fortune Investments LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021097292 of the Official Public Records of Williamson County, Texas, at the northeast corner of the above described Lot 1 and at the northwest corner of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, as conveyed to 121 Creekview Circle, LLC by Special Warranty Deed recorded in Document Number 2023086942 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract;

THENCE, with the east line of said Lot 1 and the west line of said Lot 3, S 06°18'54" W a distance of 188.54 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,362.48, E: 3,090,284.83) set for the southeast corner of the herein described tract, 256.39 feet left of FM 2243 baseline station 193+49.29, from which a 1/2-inch iron rod found on the west line of said Lot 3, at the southeast corner of said Lot 1 and at the northeast corner of Lot 2 of said HIGHMEADOW ESTATES PHASE ONE, as conveyed to Elsa Joanne Lutz Moore by said Affidavit of Heirship recorded in Document Number 2024065575 of the Official Public Records of Williamson County, Texas, and by said Special Warranty Deed with Vendor's Lien recorded in Volume 2605, Page 550 of the Official Public Records of Williamson County, Texas, bears S 06°18'54" W a distance of 140.52 feet;

THENCE, departing the west line of said Lot 3, over and across said Lot 1, N 86°55'12" W a distance of 84.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 271.62 feet left of FM 2243 baseline station 192+68.64;

THENCE, continuing over and across said Lot 1, S 88°15'32" W a distance of 84.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 280.69 feet left of FM 2243 baseline station 191+87.40;

THENCE, continuing over and across said Lot 1, S 83°14'19" W a distance of 286.80 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, 293.30 feet left of FM 2243 baseline station 189+11.70;

THENCE, continuing over and across said Lot 1, along said curve to the right, an arc distance of 51.81 feet, having a radius of 1,011.00 feet, a central angle of $02^{\circ}56'11''$ and a chord which bears N $68^{\circ}49'36''$ W a distance of 51.81 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the north line of said Lot 1 and the south line of a called 4.007 acre tract of land as conveyed to Sairam Ventures LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2019092211 of the Official Public Records of Williamson County, Texas, for the most westerly corner of the herein described tract, 320.52 feet left of FM 2243 baseline station 188+69.40, from which a 1/2-inch iron rod found on the east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003062377 and 2019092213, all of the Official Public Records of Williamson County, Texas, at the northwest corner of said described Lot 1, and at the southwest corner of said Sairam Ventures Tract, bears S $69^{\circ}07'40''$ W a distance of 275.65 feet;

THENCE, with the north line of said Lot 1 and the south line of said Sairam Ventures Tract, N $69^{\circ}07'40''$ E a distance of 407.56 feet to a 1-inch iron pipe found at the southeast corner of said Sairam Ventures Tract and at the southwest corner of said 3F Fortune Investments LLC Tract, for an angle point;

THENCE, with the north line of said Lot 1 and the south line of said 3F Fortune Investments LLC Tract, N $68^{\circ}49'20''$ E a distance of 152.94 feet to the **POINT OF BEGINNING** and containing 1.111 acres (48,381 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 March 4, 2025 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: March 17, 2025
 Project Number: 7473-00

PARCEL 205R
1.111 ACRES
48,381 SQUARE FEET

A PORTION OF
LOT 1, HIGHMEADOW ESTATES
PHASE ONE
ELSA JOANNE LUTZ MOORE
DOC. NO. 2024065575 O.P.R.W.C.
VOL. 2605, PG. 550 O.R.W.C.

PARCEL PLAT SHOWING
PARCEL 205R
1.111 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-679-0400 • www.bgeinc.com
TBP/LIS Licensed Surveying Firm No. 10106500

Scale: 1"=100'
Job No.: 7473-00
Date: 03/17/2025
Page: 3 of 5

WILLIAMSON COUNTY, TEXAS

EXISTING R.O.W.
PROPOSED F.M. 2243 BASELINE

RONALD W REAGAN BOULEVARD

185+00
190+00

EXISTING R.O.W.
PROPOSED R.O.W.

15' ROADWAY WIDENING ESMT
7' ESMT
30' P.U.E.

106
107
103
104
102

CAB. K. SL. 297-299 P.R.W.C.
CAB. K. SL. 297-299 P.R.W.C.
CAB. K. SL. 297-299 P.R.W.C.
CAB. K. SL. 297-299 P.R.W.C.
CAB. K. SL. 297-299 P.R.W.C.

STATIONING
STA 188+69.40
STA 191+87.40
STA 192+68.64
STA 193+49.29
STA 256.39' LT
STA 271.62' LT
STA 320.52' LT
STA 329.67'

GRID COORDINATES
N: 10,189,362.48
E: 3,090,284.83

PROPOSED R.O.W.
PROPOSED R.O.W.
PROPOSED R.O.W.
PROPOSED R.O.W.
PROPOSED R.O.W.

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10' ESMT.

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CAB. K. SL. 297-299 P.R.W.C.
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CAB. K. SL. 297-299 P.R.W.C.
CAB. K. SL. 297-299 P.R.W.C.

50' B.L. CAB. K. SL. 297-299 P.R.W.C.
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50' B.L. CAB. K. SL. 297-299 P.R.W.C.
50' B.L. CAB. K. SL. 297-299 P.R.W.C.
50' B.L. CAB. K. SL. 297-299 P.R.W.C.

121 CREEKVIEW CIRCLE, LLC
LOT 3
DOC. NO. 2023086942
O.P.R.W.C.

SE FORTUNE LLC
INVESTMENTS ACRES
CALLED 1.5 ACRES
DOC. NO. 2021097292
O.P.R.W.C.

SAILAM VENTURES LLC
CALLED 4.007 ACRES
DOC. NO. 2019092211 O.P.R.W.C.

WILLIAM S. ALBRECHT AND WIFE.
PARADEE ALBRECHT
REMAINDER OF A CALLED 4.10 ACRES
DOC. NO. 9708055 O.P.R.W.C.

BRICK HOUSE
WOOD SHED
GATE
GRAVEL DRIVE
TRANS.
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PARCEL 205R
1.111 ACRES
48,381 SQUARE FEET

A PORTION OF
LOT 1, HIGHMEADOW ESTATES
PHASE ONE
ELSA JOANNE LUTZ MOORE
DOC. NO. 2024065575 O.P.R.W.C.
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TBPLS Licensed Surveying Firm No. 10106500

Scale: 1"=100'
Job No.: 7473-00
Date: 03/17/2025
Page: 3 of 5

WILLIAMSON COUNTY, TEXAS

EXISTING R.O.W.
PROPOSED F.M. 2243 BASELINE

RONALD W REAGAN BOULEVARD

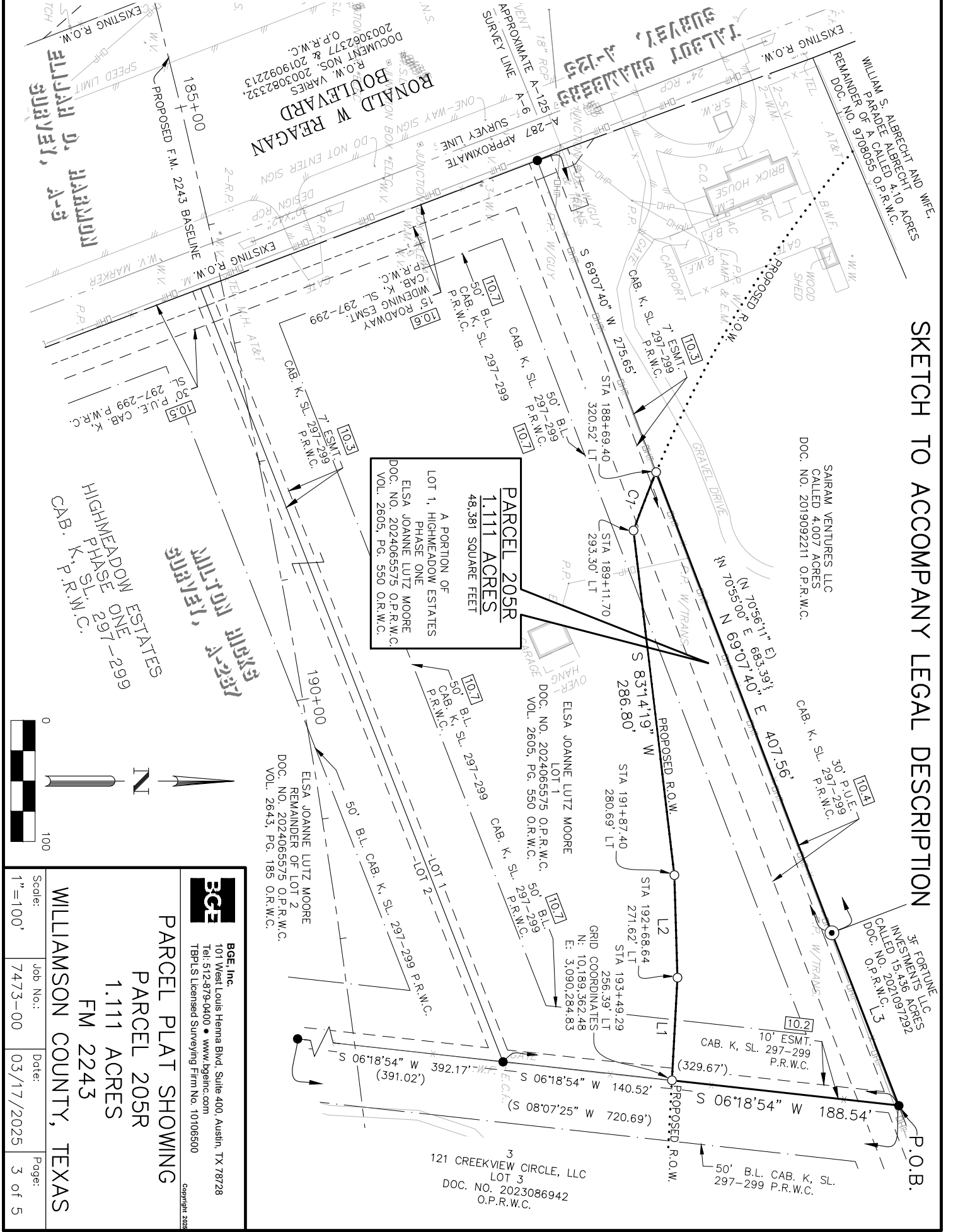
185+00
190+00

EXISTING R.O.W.
PROPOSED R.O.W.

15' ROADWAY WIDENING ESMT
7' ESMT
30' P.U.E.

CAB. K. SL. 297-299 P.R.W.C.
CAB. K. SL. 297-299 P.R.W.C.
CAB. K. SL. 297-299 P.R.W.C.

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LEGEND

B.F.	BOARD FENCE
B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLAMSON COUNTY
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
E.M.	ELECTRIC METER
ESMT.	EASEMENT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SL.	SLIDE
S.N.S.	STREET NAME SIGN
S.R.W.	STONE RETAINING WALL
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WATER WELL
()	RECORD INFO FOR CAB. K, SL. 297-299 P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2021097292 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2019092211 O.P.R.W.C.
{ }	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●	FOUND MAG NAIL
◐	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
x	WIRE FENCE
—○—	METAL FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
[10.3]	SCHEDULE B ITEM

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 86°55'12" W	84.94'
L2	S 88°15'32" W	84.80'
L3	N 68°49'20" E	152.94'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
[L3]	[N 69°05'36" E]	[152.76']
	(N 70°56'11" E)	

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	51.81'	1,011.00'	2°56'11"	N 68°49'36" W	51.81'



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

PARCEL 205R

1.111 ACRES

FM 2243

WILLAMSON 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-166312, DATED EFFECTIVE APRIL 13, 2023 AND ISSUED ON APRIL 20, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET K, SL. 297-299, PLAT RECORDS, VOLUME 2378, PAGE 823, OFFICIAL RECORDS AND DOCUMENT NO(S) 2015081209 AND 2016021909, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT; VOLUME 703, PAGE 200, VOLUME 709, PAGE 702, VOLUME 714, PATE 690, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.2 A 10 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL REAR LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 A 7 FOOT WIDE EASEMENT OF UNDETERMINED USE RESERVED ALONG EACH SIDE OF ALL SIDE LOT LINES, AS STATED ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG THE NORTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 A 30 FOOT PUBLIC UTILITY EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 A 15 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE WESTERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.7 BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN CABINET K, SLIDE 297 OF THE PLAT RECORDS OF WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

- 10.8 A PRIVATE ROADWAY EASEMENT GRANTED TO OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.9 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

- 10.10 A PUBLIC UTILITY EASEMENT GRANTED TO WILLAMSON COUNTY, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2003114402, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

- 10.13 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287, OFFICIAL PUBLIC RECORDS, WILLAMSON 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 March 4, 2025 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
This document shall not be recorded for any purpose.

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

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101 West Louis Henna Blvd Suite 400, Austin, TX 78728
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TBPUS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING
PARCEL 205R
1.111 ACRES
FM 2243
WILLAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	03/17/2025	5 of 5

EXHIBIT "B"

Hero Way/Moore (205)

CAUSE NO. 24-1518-CC4

WILLIAMSON COUNTY, TEXAS

Condemnor

§
§
§
§
§
§
§
§

IN THE COUNTY COURT

V.

AT LAW NO. FOUR

ELSA MOORE A/K/A ELSA JOANNE

LUTZ MOORE

Condemnee

WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

As the use of the property sought has been completed, the parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Final Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, the parties have agreed to all provisions contained within this Agreed Final Judgment, and the parties desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that fee simple title interest in and across to approximately 4.035 acre (Parcel 205) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, and additional rights or encumbrances as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about October 9, 2024; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for completion of the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the Hero Way roadway improvement project, and to perform associated public use and purposes.

It is further ORDERED that in complete satisfaction of any and all claims which have been made, or which could have been made in this litigation, including both the property to be acquired and damages (if any) to any remaining property of **ELSA MOORE aka ELSA**

JOANNE LUTZ MOORE(“CONDEMNEE”), that Condemnee shall recover from Condemnor the total sum of **THREE MILLION FIVE HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED SIXTY-ONE AND 00/100 DOLLARS (\$3,526,161.00)**. Pursuant to the provisions of a Possession and Use Agreement, which was recorded in the Official Records of Williamson County as Document No. 2024048836 Condemnor has previously paid to Condemnee the sum of **TWO MILLION NINE HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED EIGHTEEN and 0/100 DOLLARS (\$2,994,418.00)**. On December 18, 2024 an Award of Special Commissioners was filed with the court in the amount of **THREE MILLION THREE HUNDRED ONE THOUSAND THIRTY-EIGHT** and the parties agree that the additional sum of **THREE HUNDRED THOUSAND SIX HUNDRED TWENTY and 0/100 Dollars (\$306,620.00)** has **NOT** been deposited with the court pursuant to the written Award of Special Commissioners, thus leaving a total balance due of **FIVE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED FORTY-THREE AND 00/100 DOLLARS (\$531,743.00)**, and the remaining balance to be paid by check or warrant to: MARRS ELLIS & HODGE LLP. as Trustee for Elsa Moore, 9811 Katy Freeway, Suite 900, Houston, Texas 77024 within (45) days of court approval to avoid paying interest. If the remaining balance is not paid within (45) days of court approval of this Agreed Final Judgment, then the statutory interest will accrue on the unpaid balance until paid.

It is further ORDERED that all costs be assessed against Condemnor.

This Agreed Final Judgment is intended by the parties to fully and finally dispose of all claims, parties, and issues in this lawsuit.

SIGNED this _____ day of _____ 2025.

Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

/s/ Erik Cardinell
Erik Cardinell
State Bar No. 00796304
erik@scrllaw.com
(512) 255-8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

AGREED AS TO SUBSTANCE AND FORM:

Justin Hodge
State Bar No. 24036791
jhodge@mehlaw.com
Kyle Baum
State Bar No. 24082664
kbaum@mehlaw.com
Graham Taylor
State Bar No. 24110433
gtaylor@mehlaw.com
Marrs Ellis & Hodge LLP
9811 Katy Freeway, Suite 900
Houston, Texas 77024
713.609.9503
Attorneys for Condemnee

WILLIAMSON COUNTY

By: _____

Name: _____
County Judge/Presiding Officer

EXHIBIT "A"

County: Williamson
Parcel: 205 Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 205 PART 1

METES & BOUNDS DESCRIPTION FOR A 4.035 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF LOT 1 OF HIGHMEADOW ESTATES PHASE ONE, A SUBDIVISION AS RECORDED IN CABINET K, SLIDES 297-299 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 AS CONVEYED TO ELSA MOORE BY AFFIDAVIT OF HEIRSHIP RECORDED IN DOCUMENT NUMBER 2019121574 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2605, PAGE 550 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 4.035 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 east right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2003082332, 2003062377 and 2019092213, all of the Official Public Records of Williamson County, Texas, at the northwest corner of the above described Lot 1, and at the southwest corner of a called 4.007 acre tract of land as conveyed to Sairam Ventures LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2019092211 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "DIAMOND SURVEYING" found at the most southerly corner of a called 0.105 acre tract of land described as Parcel 27 as dedicated for right-of-way purposes in said Document Number 2019092213 of the Official Public Records of Williamson County, Texas, bears N 22°54'43" W a distance of 23.51 feet;

THENCE, with the north line of said Lot 1 and the south line of said Sairam Ventures Tract, N 69°07'40" E a distance of 275.65 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,349.42, E: 3,089,782.20) set at the beginning of a non-tangent curve to the left, for a northerly corner of the herein described tract, 320.52 feet left of FM 2243 baseline station 188+69.40, from which a 1-inch iron pipe found at the southeast corner of said Sairam Ventures Tract, bears N 69°07'40" E a distance of 407.56 feet;

THENCE, departing the south line of said Sairam Ventures Tract, over and across said Lot 1, along said curve to the left, an arc distance of 51.81 feet, having a radius of 1,011.00 feet, a central angle of 02°56'11" and a chord which bears S 68°49'36" E a distance of 51.81 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 293.30 feet left of FM 2243 baseline station 189+11.70;

THENCE, continuing over and across said Lot 1, N 83°14'19" E a distance of 286.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 280.69 feet left of FM 2243 baseline station 191+87.40;

THENCE, continuing over and across said Lot 1, N 88°15'32" E a distance of 84.80 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 271.62 feet left of FM 2243 baseline station 192+68.64;

THENCE, continuing over and across said Lot 1, S 86°55'12" E a distance of 84.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Lot 1 and the west line of Lot 3 of said HIGHMEADOW ESTATES PHASE ONE, for the northeast corner of the herein described tract, 256.39 feet left of FM 2243 baseline station 193+49.29, from which a 1/2-inch iron rod found at the northeast corner of said Lot 1, and at the northwest corner of said Lot 3, bears N 06°18'54" E a distance of 188.54 feet;

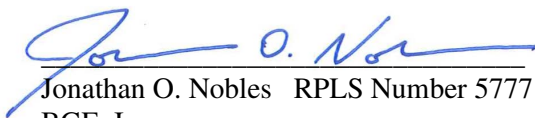
THENCE, with the east line of said Lot 1 and the west line of said Lot 3, S 06°18'54" W a distance of 140.52 to a 1/2-inch iron rod found at the southeast corner of said Lot 1, and at the northeast corner of Lot 2 of said HIGHMEADOW ESTATES PHASE ONE, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of Creekview Circle (60 feet wide) as dedicated by said plat of HIGHMEADOW ESTATES PHASE ONE, at the southeast corner of said Lot 2, and at the southwest corner of said Lot 3, bears S 06°18'54" W a distance of 392.17 feet;

THENCE, departing the west line of said Lot 3, with the south line of said Lot 1 and the north line of said Lot 2, S 68°38'57" W a distance of 686.11 feet to a 1/2-inch iron rod found on the east right-of-way line of said Ronald W Reagan Boulevard, at the southwest corner of said Lot 1, and at the northwest corner of said Lot 2, for the southwest corner of the herein described tract, from which a MAG nail found on the east right-of-way line of said Ronald W Reagan Boulevard, at the northwest corner of a called 0.016 acre tract of land described as Parcel 25A as dedicated for right-of-way purposes and recorded in Document Number 2003062377 of the Official Public Records of Williamson County, Texas, bears S 20°46'42" E a distance of 312.14 feet;

THENCE, with the east right-of-way line of said Ronald W Reagan Boulevard and the west line of said Lot 1, N 20°49'05" W a distance of 297.62 feet to the **POINT OF BEGINNING** and containing 4.035 acres (175,750 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



09/14/2023

Date

Client: Williamson County
Date: September 14, 2023
Project Number: 7473-00

3F FORTUNE
INVESTMENTS LLC
CALLED 15.436 ACRES
DOC. NO. 2021097292
O.P.R.W.C.

SAIRAM VENTURES LLC
CALLED 4.007 ACRES
DOC. NO. 2019092211 O.P.R.W.C.

104
30. P.U.E.
297-299
P.R.W.C.
CH.B. K. SLIDES

70°56'11" E 68°33'39" N
70°55'00" E 69°07'11" N

B.L.
50'-299
297-P.R.N.C.
SLIDES
K. CAB.
107

10.2
10' ESMT.
AB. K, SL. 297-299
P.R.W.C.
(67')

50' B.L. CAB. K, SLIDES
297-299 P.R.W.C.

24" RCP

RONALD W REAGAN
BOULEVARD
N.W. VARIES
2005082332
90922217

PARCEL 205 PAR 1

4.055 ACRES

A PORTION OF LOT 1 OF
HIGHMEADOW ESTATES PHASE ONE
ELSA MOORE
DOC. NO. 2019121574 O.P.R.W.C.,
AND VOL. 2605, PG. 550 O.R.W.C.

ELSA MOORE
LOT 1
DOC. NO. 2019121574 O.P.R.W.C.
AND VOL. 2605, PG. 550 O.R.W.C.

3
CAROL STIPANOVIC MIZE
AND MICHAEL ROBERT MIZE
A/K/A MICHAEL R. MIZE
LOT 3
DOC. NO. 2001057234
O.P.R.W.C.



BGE, Inc.
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TBPL's Licensed Surveying Firm No. 10106502

PARCEL PLAT SHOWING

PARCEL 205 PAR 11

4.035 ACRES

FM 2243

WILLIAMSON COUNTY, TEXAS


Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/14/2023	3 of 5

LEGEND

B.F.	BOARD FENCE
B.L.	BUILDING LINE
B.W.F.	BARBED WIRE FENCE
C.O.	CLEAN OUT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
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ELEC.	ELECTRIC
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LINE TABLE			
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CURVE TABLE				
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PARCEL PLAT SHOWING

PARCEL 205 PART 1

4.035 ACRES

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'

Job No.: 7473-00

Date: 09/14/2023

Page: 4 of 5

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RESTRICTIVE COVENANT AND EASEMENT NOTES:

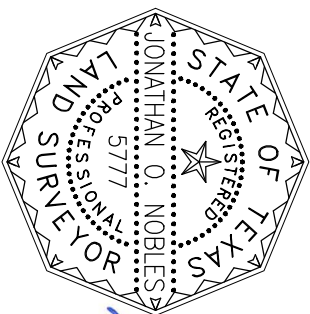
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- 10.8 A PRIVATE ROADWAY EASEMENT GRANTED TO OWNER OF SUBJECT PROPERTY AS DESCRIBED IN VOLUME 703, PAGE 206, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.9 AN UNDERGROUND TELECOMMUNICATIONS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 570, PAGE 702, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

- 10.10 A PUBLIC UTILITY EASEMENT GRANTED TO WILLAMSON COUNTY, TEXAS, AS DESCRIBED IN DOCUMENT NO. 2003114402, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

- 10.13 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017011287, OFFICIAL PUBLIC RECORDS, WILLAMSON 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

09/14/2023

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

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PARCEL PLAT SHOWING
PARCEL 205 PART 1
4.035 ACRES

FM 2243

WILLAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/14/2023	5 of 5

EXHIBIT "C"

Parcel 205P1R

DEED

Hero Way Right of Way (Remainder)

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 **ELSA MOORE a/k/a ELSA JOANNE LUTZ MOORE**, 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 1.111 acre (48,381 square foot) tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 205 Part 1R**);

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.

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 by and through Grantor but not otherwise.

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

[signature pages follow]

GRANTOR:

Elsa Moore a/k/a
Elsa Joanne Lutz Moore

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Elsa Moore a/k/a Elsa Joanne Lutz Moore, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: