

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BEVERLY ANN SHERIDAN n/k/a BEVERLY ANN KETCHUM and BILLY KETCHUM, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, 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:

All of that certain 0.116 acre tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**); and

All of that certain 0.101 acre tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 12R**);

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 portion of the Property and the acquisition of any improvements on the portion of the Property described in Exhibit "A", shall be the sum of ONE HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED NINETY FOUR and 00/100 Dollars (\$164,694.00).

2.02. The Purchase Price for the remaining portion of the Property and the acquisition of any improvements on the remaining portion of the Property of Seller which is described in Exhibit "B", shall be the sum of FOUR THOUSAND THREE HUNDRED SIX and 00/100 Dollars (\$4,306.00).

Special Provisions

2.03. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Seller agrees that within ten (10) days after the Closing of this transaction it shall cause to be executed and filed a Notice of Nonsuit with Prejudice in the lawsuit styled *Billy and Beverly Ketchum v. Freese & Nichols, Inc. and City of Round Rock, Texas*; Cause No. 14-0643-C277, 277th Judicial District Court of Williamson County. By their signatures on this Contract the parties agree that this promise shall constitute a Rule 11 agreement in the above described cause, and at the request of either party shall be set out in a separate letter agreement for filing with the Court.

2.04. As an agreement which shall survive the Closing of this transaction, Seller shall be allowed to retain and remove any portion of the single family brick veneer residence and covered porch improvements prior to vacating the structure. Any portion of the brick veneer single family residence and covered porch improvements which are not removed prior to the date of vacation shall become the property of Purchaser, and Seller shall not remove any additional improvements after the vacation date, and shall not allow or authorize any other person to do so. Said vacation date shall be upon the later of (1) thirty (30) days after the Closing, or (2) the expiration of any Notice to Vacate deadline provided pursuant to the rules of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A., et. al., or any applicable TxDoT relocation assistance program.

Payment of Purchase Price

2.05. The Purchase Price shall be payable in cash 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 herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before December 15th, 2016, 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 (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 the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the remaining property of Seller described in Exhibit "B", both free and clear of any and all 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.

The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Deed to the City of Round Rock shall be in the form as shown in Exhibit "D" attached hereto.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement 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".

(3) Deliver to Purchaser possession of the Property.

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 Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash 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. Agricultural roll-back taxes, if any, 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

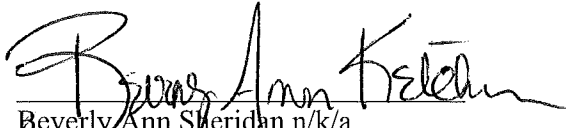
8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

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.

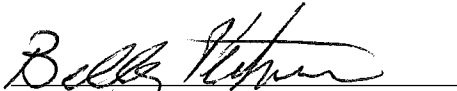
[signature pages follow]

SELLER:


Beverly Ann Sheridan n/k/a
Beverly Ann Ketchum

Address: 406 Briarwood St.
Round Rock Tx 78681

Date: October 12, 2016


Billy Ketchum

Address: 406 Briarwood St
Round Rock Tx 78681

Date: 10/12/16

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Highway: R. M. 620
Limits: Deepwood Dr. to IH 35
CSJ: 0683-01-092

PROPERTY DESCRIPTION FOR
PARCEL 12

DESCRIPTION OF A 0.116 ACRE (5,039 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 18 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO BEVERLY ANN SHERIDAN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2001011534 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.116 ACRE (5,039 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a capped ½" iron rod, stamped "Inland 4933" set, 111.91 feet right of proposed Ranch to Market (R.M.) 620 baseline station 485+75.89, in the existing westerly right-of-way (ROW) line of Briarwood St. (50' ROW width), being the northeasterly corner of Lot 17 of said subdivision, same being the southeasterly corner of said Lot 18;

THENCE, with said existing westerly ROW line of Briarwood St., same being the easterly boundary line of said Lot 18, N 07°30'27" W a distance of 11.18 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 100.83 feet right of proposed R.M. 620 baseline station 485+74.30, being the southerly proposed ROW line of R.M. 620 (ROW width varies), for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said existing westerly ROW line of Briarwood St., with said proposed ROW line, through the interior of said Lot 18 the following two (2) courses:

- 1) **N 42°50'05" W** for a distance of **17.56** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 88.00 feet right of proposed R.M. 620 baseline station 485+61.89, for a point of non-tangency of the herein described parcel;
- 2) Along a curve to the left, having a delta angle of **01°21'23"**, a radius of **4891.00** feet, an arc length of **115.79** feet, and a chord which bears **N 88°27'13" W** for a distance of **115.78** feet to a ½" iron rod with TxDOT aluminum cap set, 82.94 feet right of proposed R.M. 620 baseline station 484+43.91, in the easterly boundary line of Lot 1 of the Elm Fork subdivision recorded in Cabinet E, Slide 205 of the Plat Records of Williamson County Texas, and conveyed to LCC Realty Partners, LTD by instrument recorded in Document No. 2005059309 of the Official Public Records of Williamson County, Texas, same being the westerly boundary line of said Lot 18, for the southwesterly corner of the herein described parcel,
- 3) **THENCE**, departing said proposed ROW line, with the easterly boundary line of said Lot 1, same being the westerly boundary line of said Lot 18, **N 07°27'30" W** at a distance of 35.09 feet pass a ½" iron rod found and continuing for a total distance of **36.79** feet to a calculated point being an angle point in the existing southerly ROW line of R.M. 620 (ROW width varies); being the northwesterly corner of said Lot 18, same being the northeasterly corner of said Lot 1, for the northwesterly corner of the herein described parcel;

- 4) **THENCE**, continuing with said existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 18, **N 88°29'03" E** for a distance of **125.15** feet to a calculated point, being the intersection of said existing ROW line of R.M. 620 and said Briarwood St. ROW line, being the northeasterly corner of said Lot 18, for the northeasterly corner of the herein described parcel, and from which a 1/2" iron rod found bears **N 48°37'25" W** at a distance of 0.25 feet;
- 5) **THENCE**, departing said existing southerly ROW line of R.M. 620, with said existing westerly ROW line of Briarwood St., same being the easterly boundary line of said Lot 18, **S 07°30'27" E** for a distance of **56.27** feet to the **POINT OF BEGINNING**, containing 0.116 acres (5,039 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

10 MAR 2014
Date

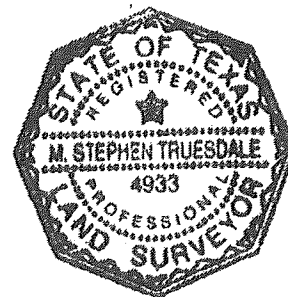


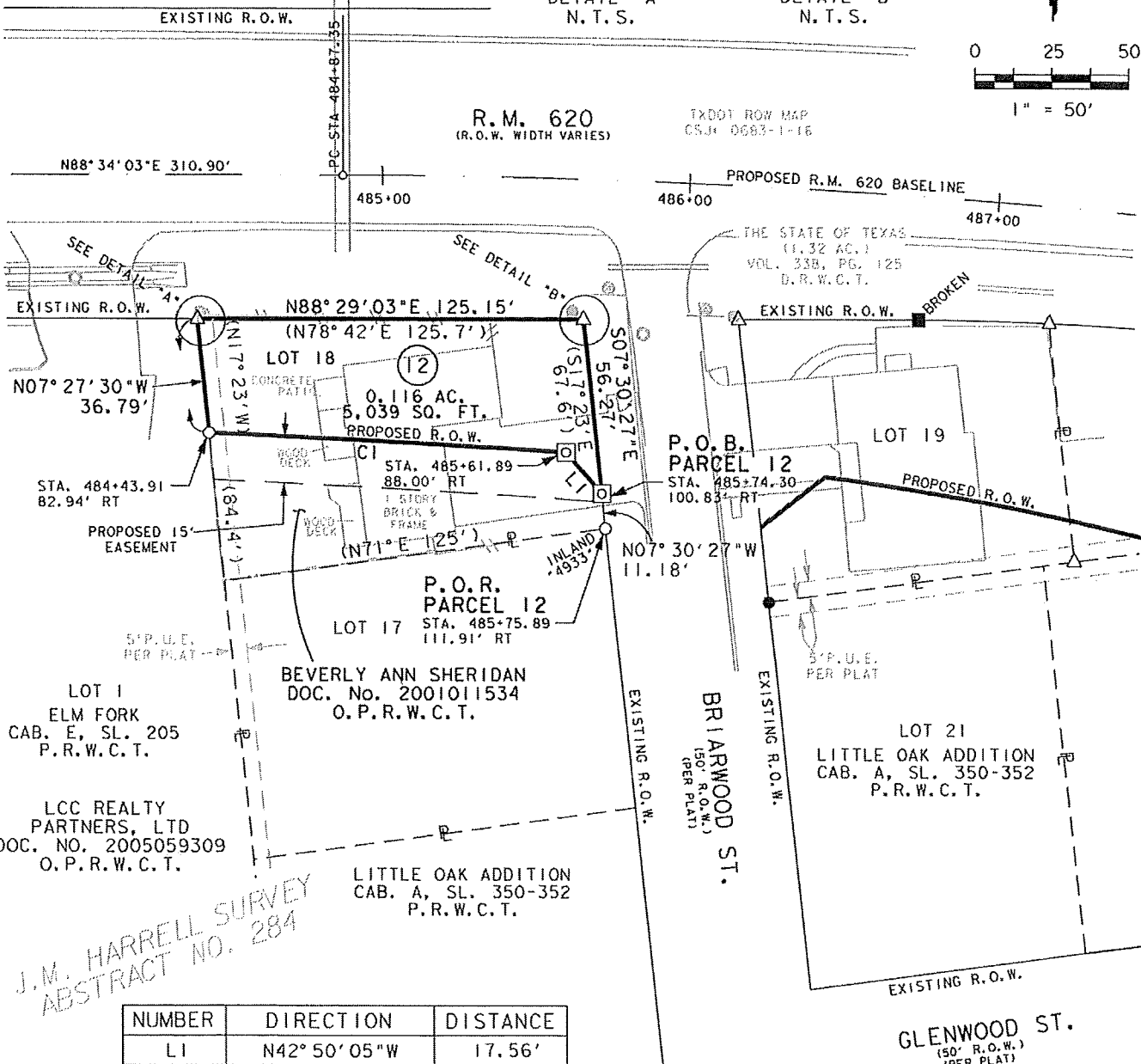
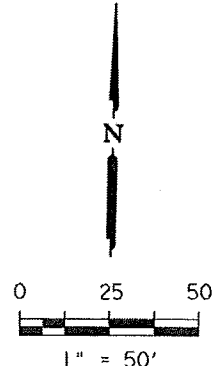
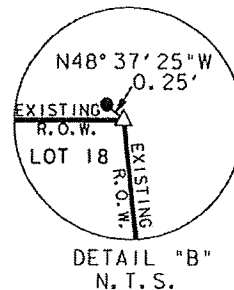
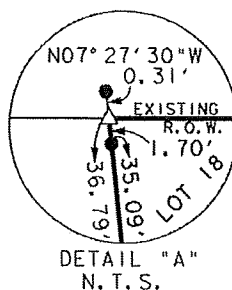
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15
PAGE 3 OF 4

PROPOSED R.M. 620 BASELINE
PI STATION = 490+55.90
DELTA = 22° 57' 22" (RT)
DEGREE OF CURVE = 02° 02' 47"
TANGENT = 568.55
LENGTH = 1121.85
RADIUS = 2800.00
PC STATION = 484+87.35
PT STATION = 496+09.20

P.C. X=3128065.2590 Y=10160813.5144
P.I. X=3128633.6335 Y=10160827.7278
P.T. X=3129162.5381 Y=10160619.1340



NUMBER	DIRECTION	DISTANCE
LI	N42° 50' 05" W	17.56'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	01° 21' 23"	4891.00'	115.79'	115.78'	N88° 27' 13" W

INLAND U
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
BEVERLY ANN SHERIDAN



1" = 50'
CSJ # 0683-01-092
PROJECT RM 620
COUNTY WILLIAMSON

PARCEL 12

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
□	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
▣	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌋	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
℄	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1022, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 17, 2014, ISSUE DATE JANUARY 28, 2014.

1. RESTRICTIVE COVENANTS: CABINET A, SLIDE 350, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10E. A PUBLIC UTILITY EASEMENT 5 FEET IN WIDTH ALONG THE REAR PROPERTY LINE, AS SHOWN PER THE RECORDED PLAT IN CABINET A, SLIDE 350, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

G. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

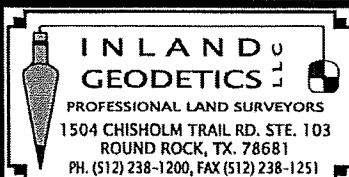
M. Stephen Truesdale

DATE: 10 MAR 2014

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



	ACRES	SQUARE FEET
ACQUISITION	0.116	5,039
CALC/DEED AREA	0.217	9,454
REMAINDER AREA	0.101	4,415



PARCEL PLAT SHOWING PROPERTY OF
BEVERLY ANN SHERIDAN



PARCEL 12

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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EXHIBIT B

County: Williamson
 Parcel : Sheridan
 Highway: R. M. 620

PROPERTY DESCRIPTION FOR BEVERLY SHERIDAN

DESCRIPTION OF A 0.101 ACRE (4,413 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 18 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDE 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO BEVERLY ANN SHERIDAN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2001011534 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.101 ACRE (4,413 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped ½" iron, marked "Inland 4933" set 111.91 feet right of proposed Ranch to Market (R.M.) 620 baseline station 485+75.89 in the existing westerly right-of-way "ROW" line of Briarwood St. (50' ROW width), being the northeasterly corner of Lot 17 of said subdivision, same being the southeasterly corner of said Lot 18, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing the existing westerly ROW line of said Briarwood St., with the common boundary line of said Lot 17 and said Lot 18, **S 80°42'29" W** for a distance of **124.60** feet to a calculated point in the easterly boundary line of Lot 1 of the Elm Fork subdivision recorded in Cabinet E, Slide 205 of the Plat Records of Williamson County Texas, being the northwesterly corner of said Lot 17, same being the southwesterly corner of said Lot 18, for the southwesterly corner of the herein described tract;
- 2) **THENCE**, departing the northerly boundary line of said Lot 17, with the easterly boundary line of said Lot 1, same being the westerly boundary line of said Lot 18, **N 07°27'30" W** for a distance of **47.61** feet to a capped ½" iron, marked "Inland 4933" set, 82.94 feet right of proposed R.M. 620 baseline station 484+43.91 in the proposed southerly ROW line of R.M. 620 (ROW width varies), and from which the calculated northwesterly corner of said Lot 18, being the existing southerly ROW line of R.M. 620 (ROW width varies) bears, **N 07°27'30" W** at a distance of 35.09 feet passing a ½" iron rod found and continuing for a total distance of 36.79 feet;

THENCE, departing the easterly boundary line of said Lot 1, with said proposed southerly ROW line of R.M. 620, through the interior of said Lot 18 the following two (2) courses:

- 3) along a curve to the right, having a delta angle of **01°21'23"**, a radius of **4,891.00** feet, an arc length of **115.79** feet, and a chord which bears **S 88°27'13" E** for a distance of **115.78** feet to a ½" iron rod with TxDOT aluminum cap set, (to be replaced with TxDOT Type II monument) 88.00 feet right of proposed R.M. 620 baseline station 485+61.89, for a point of non-tangency;
- 4) **S 42°50'05" E** for a distance of **17.56** feet to a ½" iron rod with TxDOT aluminum cap set, (to be replaced with TxDOT Type II monument) 100.83 feet right of proposed R.M. 620 baseline station 485+74.30 in said existing westerly ROW line of Briarwood St., same being the easterly boundary line of said Lot 18, for the northeasterly corner of the herein described tract, and from which a calculated point at the intersection of the existing southerly ROW line of R.M. 620 and said existing westerly ROW line of Briarwood St., being the northeasterly corner of said Lot 18, bears **N 07°30'27" W** at a distance of 56.27 feet;

- 5) **THENCE**, departing said proposed southerly ROW line of R.M. 620, with the existing westerly ROW line of said Briarwood St., same being the easterly boundary line of said Lot 18, **S 07°30'27" E** for a distance of **11.18** feet to the **POINT OF BEGINNING**, containing 0.101 acres (4,413 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

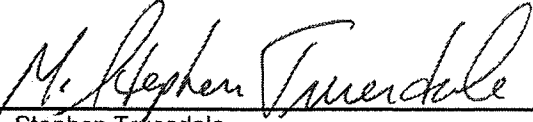
THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681


Date



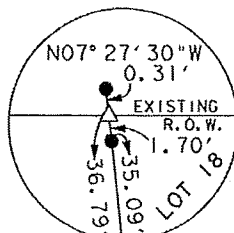
EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

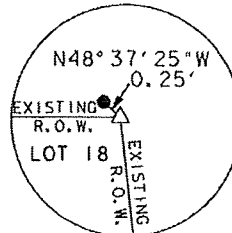
09/22/16
PAGE 3 OF 4

PROPOSED R.M. 620 BASELINE
P.I. STATION = 490+55.90
DELTA = 22° 57' 22" (RT)
DEGREE OF CURVE = 02° 02' 47"
TANGENT = 568.55
LENGTH = 1121.85
RADIUS = 2800.00
PC STATION = 484+87.35
PT STATION = 496+09.20

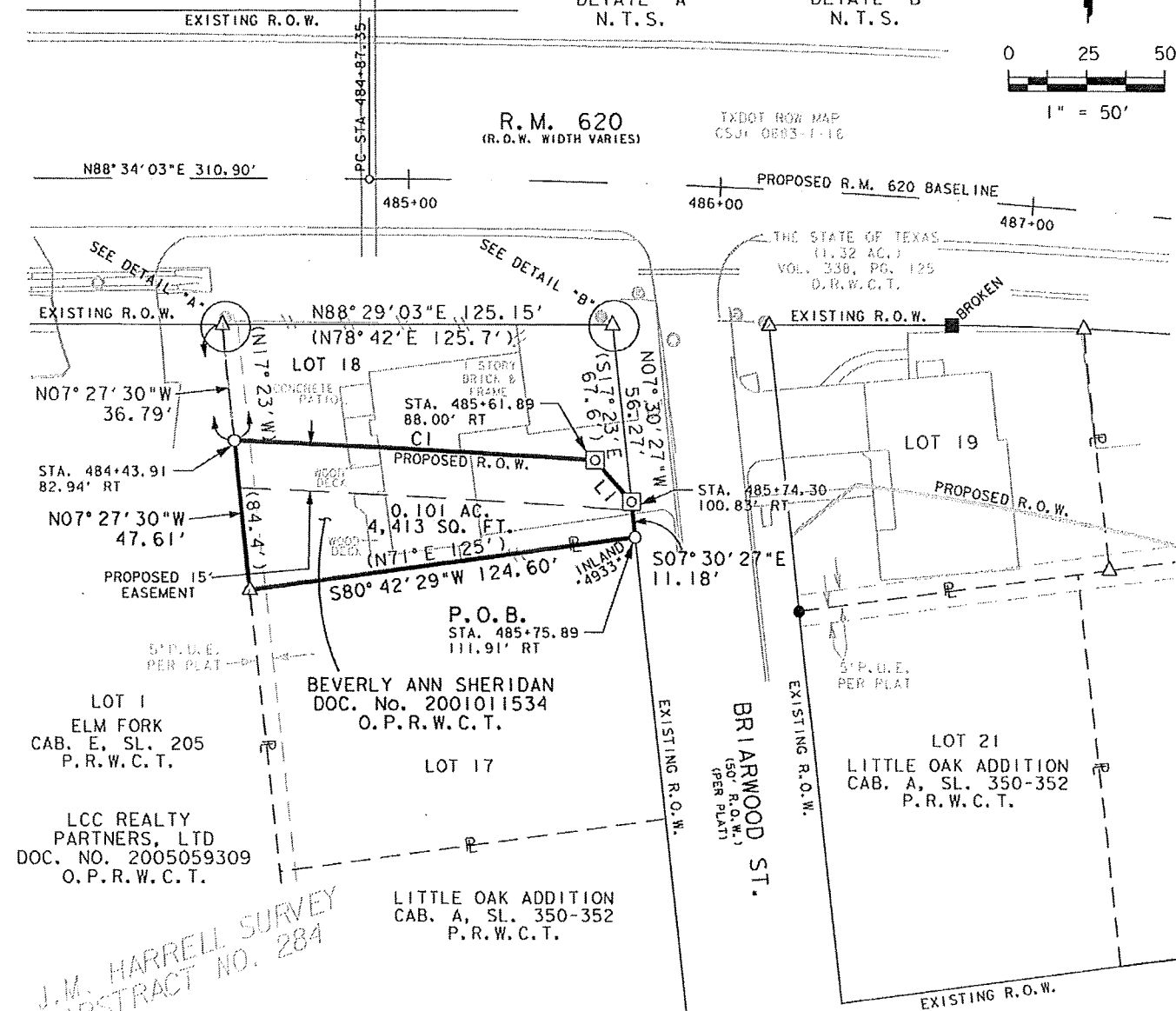
P.C. X=3128065.2590 Y=10160813.5144
P.I. X=3128633.6335 Y=10160827.7278
P.T. X=3129162.5381 Y=10160619.1340



DETAIL "A"
N.T.S.

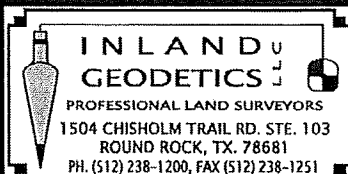


DETAIL "B"
N.T.S.



NUMBER	DIRECTION	DISTANCE
LI	S42° 50' 05" E	17.56'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	01° 21' 23"	4891.00'	115.79'	115.78'	S88° 27' 13" E



PARCEL PLAT SHOWING PROPERTY OF
BEVERLY ANN SHERIDAN

**0.010 AC.
4,413 SQ. FT.**

SCALE 1" = 50' CSJ # 0683-01-092 PROJECT RM 620 COUNTY WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/22/16
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊠	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
⊡	TXDOT TYPE II CONCRETE MONUMENT FOUND	—	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
×	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
⊕	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1022, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 17, 2014, ISSUE DATE JANUARY 28, 2014.

I. RESTRICTIVE COVENANTS: CABINET A, SLIDE 350, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOE. A PUBLIC UTILITY EASEMENT 5 FEET IN WIDTH ALONG THE REAR PROPERTY LINE, AS SHOWN PER THE RECORDED PLAT IN CABINET A, SLIDE 350, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

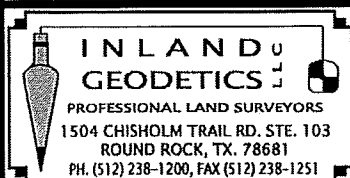
F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

G. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

M. Stephen Truesdale
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:



PARCEL PLAT SHOWING PROPERTY OF

BEVERLY ANN SHERIDAN

0.010 AC.
4,413 SQ. FT.

SCALE

1" = 50'

CSJ #

0683-01-092

PROJECT

RM 620

COUNTY

WILLIAMSON

EXHIBIT "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



DEED

RM 620 Right of Way

TxDOT ROW CSJ: 0683-01-092

TxDOT Parcel No.: 12

Grantor(s), whether one or more:

Beverly Ann Sheridan n/k/a Beverly Ann Ketchum and Billy Ketchum

Grantor's Mailing Address (including county):

406 Briarwood Street
Round Rock, Texas 78681
Williamson County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761
Travis County

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. 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, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: Brick Veneer Residence and Covered Garage.

Grantor covenants and agrees to remove the Retained Improvements from the Property by the later of (1) thirty (30) days after the date of this Deed, or (2) the expiration of any Notice to Vacate deadline provided pursuant to the rules of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A., et. al., or any applicable TxDOT relocation assistance program, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This Deed is being delivered in lieu of condemnation.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

Beverly Ann Sheridan n/k/a
Beverly Ann Ketchum

Acknowledgement

State of Texas

County of Williamson

This instrument was acknowledged before me on _____
_____ by Beverly Ann Sheridan n/k/a Beverly Ann Ketchum, in the capacity and for the purposes and
consideration recited herein.

Notary Public—State of Texas

GRANTOR:

Billy Ketchum

Acknowledgement

State of Texas

County of Williamson

This instrument was acknowledged before me on _____
_____ by Billy Ketchum, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

EXHIBIT "D"

DEED

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 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 BEVERLY ANN SHERIDAN n/k/a BEVERLY ANN KETCHUM and BILLY KETCHUM, 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 City of Round Rock, 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 CITY OF ROUND ROCK, 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 (the "Property"), being more particularly described as follows:

All of that certain 0.101 acre (4,413 Sq. Ft.) tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12R**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein ("the Retained Improvements"), to wit: Brick Veneer Residence and Covered Garage.

Grantor covenants and agrees to remove the Retained Improvements from the Property by the later of (1) thirty (30) days after the date of this Deed, or (2) the expiration of any Notice to Vacate deadline provided pursuant to the rules of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A., et. al., or any applicable TxDoT relocation assistance program, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2016.

Beverly Ann Sheridan n/k/a
Beverly Ann Ketchum

[illegible]

Notary Public, State of Texas

GRANTOR:

Billy Ketchum

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Billy Ketchum, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Manager
221 East Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: