

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between KRISTINE WARREN and JAMES A. WARREN, (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 0.218 acre (9,480 square foot) 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 14**); and

All of that certain 0.005 acre (238 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 14R**);

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 TWO HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED and 00/100 Dollars (\$234,500.00).

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 described in Exhibit "B" shall be the sum of FIVE HUNDRED and 00/100 Dollars (\$500.00).

Payment of Purchase Price

2.03. 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 January 10th, 2018, 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”).

Prior to the Closing, Purchaser, its contractors, employees or agents will be allowed to enter the improvements located on the Property for the purpose of collecting samples for hazardous materials testing according to TxDOT standard policies and procedures, and Seller shall make reasonable arrangements to provide Purchaser such entry and access on the date and time requested by Purchaser. The results of any testing authorized herein shall not alter any of the obligations in this Contract.

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 Property 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.

(2) 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.

(3) 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".
- (4) 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.

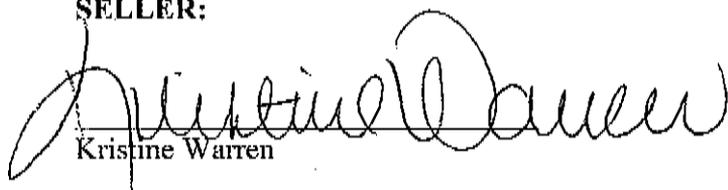
Effective Date

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

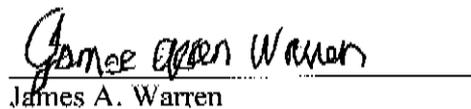
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:


Kristine Warren

Address: 1015 Eastview Dr
Georgetown TX 78626

Date: 11/22/17


James A. Warren

Address: 1015 Eastview Dr
Georgetown, TX 78626

Date: 11/22/17

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, 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 14**

DESCRIPTION OF A 0.218 ACRE (9,480 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 20 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO KRISTINE WARREN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004064710 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND JAMES A. WARREN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008082332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIMSON COUNTY, TEXAS, SAID 0.218 ACRE (9,480 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE, at calculated point in the northerly boundary line of Lot 22 of said subdivision and conveyed to Kyle Ray Ranne by instrument recorded in Document No. 9909052 of the Official Records of Williamson County, Texas, being the most southeasterly corner of Lot 19 of said subdivision and conveyed to Juanita A. Madonna by instrument recorded in Document No. 199931537 of the Official Public Records of Williamson County, Texas, same being the most southwesterly corner of said Lot 20, 112.88 feet right of proposed Ranch to Market (R.M.) 620 baseline station 487+34.40;

THENCE departing the northerly boundary line of said Lot 22, with the common boundary line of said Lot 19 and said Lot 20, N 07°25'33" W at a distance of 0.33 feet pass a ½" iron rod found and continuing for a total distance of 13.25 feet to a ½" iron rod with TxDOT aluminum cap set, 99.88 feet right of proposed R.M. 620 baseline station 487+31.77, being in the proposed southerly right-of-way (ROW) line of R.M. 620 (ROW width varies), for the most southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said proposed southerly ROW line of R.M. 620, continuing with the common boundary line of said Lot 19 and said Lot 20, **N 07°25'33" W** at a distance of 63.27 feet pass a ½" iron rod found and continuing for a total distance of **63.53** feet to a calculated point being in the existing curving southerly ROW line of R.M. 620 (ROW width varies), being the northeasterly corner of said Lot 19, same being the northwesterly corner of said Lot 20, for the northwesterly corner of the herein described parcel;
- 2) **THENCE** with said existing curving southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 20, along said curve to the right, having a delta angle of **09°06'57"**, a radius of **1095.92** feet, an arc length of **174.36** feet, and a chord which bears **S 84°28'07" E** for a distance of **174.18** feet to a calculated point, being the northwesterly corner of Lot 24 of said subdivision and conveyed to Penny A. Lackey and Tina D. Lackey by instrument recorded in Volume 1989, Page 563 of the Official Records of Williamson County, Texas, same being the northeasterly corner of said Lot 20, for the northeasterly corner of the herein described parcel;

Parcel 14

- 3) **THENCE**, departing said existing southerly ROW line of R.M. 620, with the common boundary line of said Lot 24 and said Lot 20, **S 07°25'33" E** at a distance of 1.01 feet pass a 3/8" iron rod found and continuing for a total distance of **32.98** feet to a calculated point being the most northeasterly corner of Lot 23 of said subdivision and conveyed to Steven W. Redden and Linda J. Redden by instrument recorded in Volume 2022, Page 46 of the Official Records of Williamson County, Texas, being the southeasterly corner of said Lot 20, for the southeasterly corner of the herein described parcel;
- 4) **THENCE**, with in part the northerly boundary line of said Lot 23 and in part the northerly boundary line of said Lot 22, same being the southerly boundary line of said Lot 20, **S 80°58'27" W** for a distance of **134.45** feet to a 1/2" iron rod with TxDOT aluminum cap set, 104.92 feet right of proposed R.M. 620 baseline station 487+70.25, being a point in said proposed southerly ROW line of R.M. 620, for an angle point of the herein described parcel;

THENCE, departing the northerly boundary line of said Lot 22, with said proposed southerly ROW line of R.M. 620, through the interior of said Lot 20, the following two (2) courses:

- 5) **N 77°42'08" W** for a distance of **9.57** feet to a 1/2" iron rod with TxDOT aluminum cap set, 103.58 feet right of proposed R.M. 620 baseline station 487+60.41, for a point of tangency;
- 6) Along a curve to the left, having a delta angle of **01°37'12"**, a radius of **985.00** feet, an arc length of **27.85** feet, and a chord which bears **N 78°30'43" W** for a distance of **27.85** feet to the **POINT OF BEGINNING**, containing 0.218 acres (9,480 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

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

Date



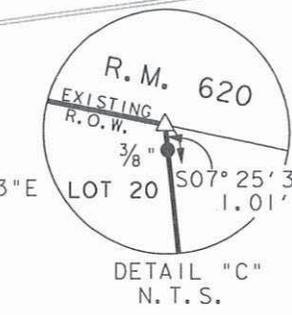
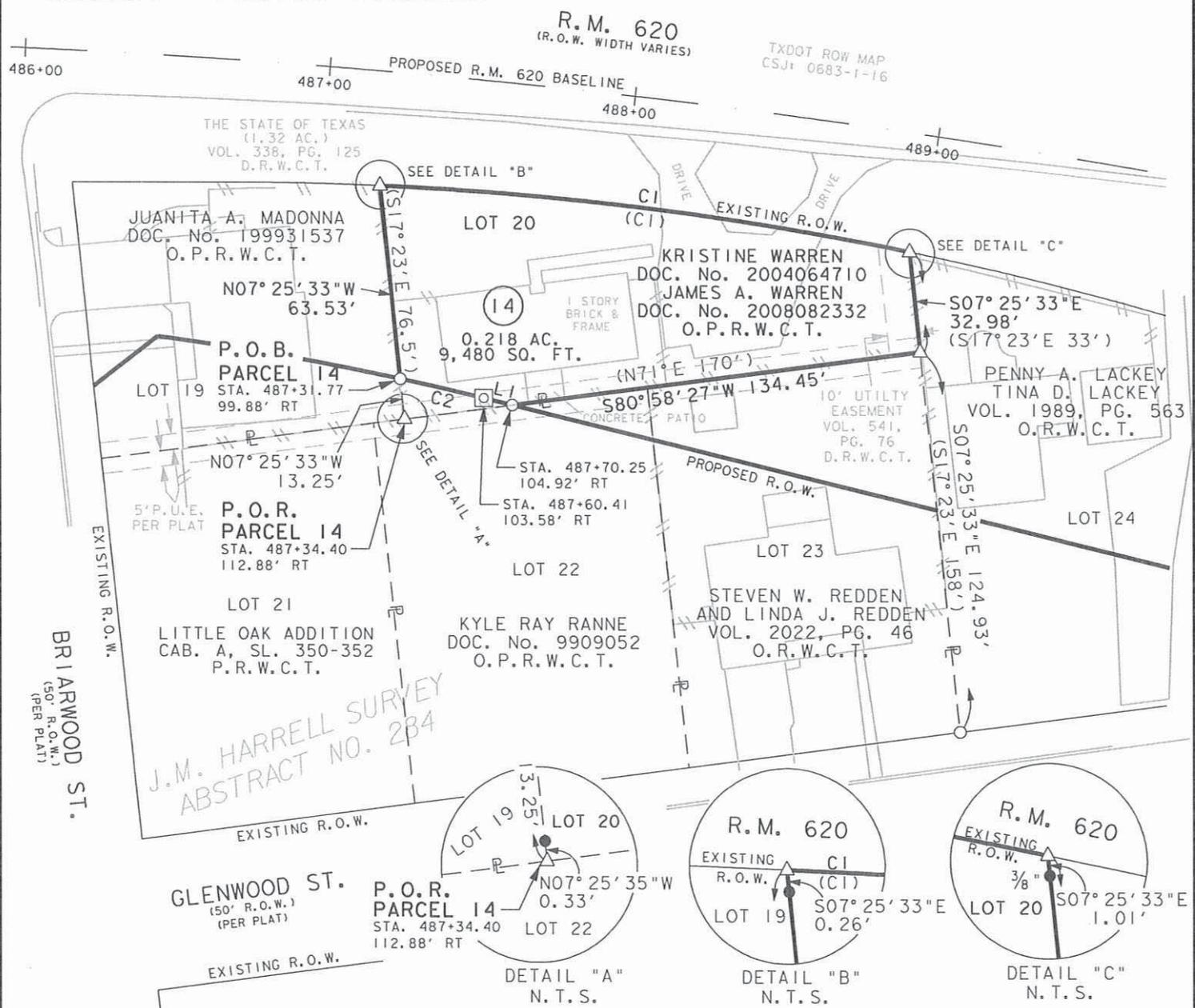
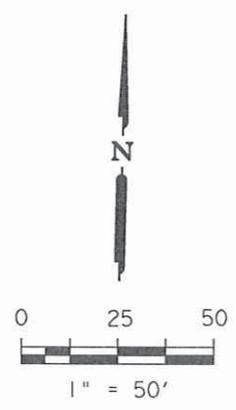
PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09° 06' 57"	1095.92'	174.36'	174.18'	S84° 28' 07" E
(C1)			(174.3')		
C2	01° 37' 12"	985.00'	27.85'	27.85'	N78° 30' 43" W

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

NUMBER	DIRECTION	DISTANCE
L1	N77° 42' 08" W	9.57'

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



INLAND 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
JAMES A. WARREN

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

PARCEL 14

PLAT TO ACCOMPANY PARCEL DESCRIPTION

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 SET	()	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 OF NO. 130068605Z, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 21, 2013, ISSUE DATE AUGUST 27, 2013.

- RESTRICTIVE COVENANTS: CABINET A, SLIDES 350-352, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 5 FOOT PUBLIC UTILITY EASEMENT OVER REAR OF LOT AS SHOWN ON PLAT RECORDED IN CABINET A, SLIDE 350-352, PLAT RECORDS WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- 10 FOOT WIDE UTILITY EASEMENT ALONG THE EAST LOT LINE DATED SEPTEMBER 24, 1971 TO THE CITY OF ROUND ROCK IN VOLUME 541, PAGE 76, DEED RECORDS WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

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 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

DATE:

	ACRES	SQUARE FEET
ACQUISITION	0.218	9,480
CALC/DEED AREA	0.223	9,718
REMAINDER AREA	0.005	238

INLAND 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
JAMES A. WARREN

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

Texas Department of Transportation

PARCEL 14

EXHIBIT B

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

PROPERTY DESCRIPTION FOR JAMES WARREN

DESCRIPTION OF A 0.005 ACRE (238 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 20 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDE 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO KRISTINE WARREN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004064710 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND JAMES A. WARREN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008082332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.005 ACRE (238 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the northerly boundary line of Lot 22 of said subdivision, being the most southeasterly corner of Lot 19 of said subdivision, same being the most southwesterly corner of said Lot 20, for the most southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing the northerly boundary line of said Lot 22, with the common boundary line of said Lot 19 and said Lot 20, **N 07°25'33" W** at a distance of 0.33 feet passing a ½" iron rod found for a total distance of **13.25** feet to ½" iron rod with TxDOT aluminum cap set, 99.88 feet right of proposed R.M. 620 baseline station 487+31.77, in the proposed southerly right-of-way (ROW) line of R.M. 620 (ROW width varies), for the northwesterly corner of the herein described tract;

THENCE, departing the easterly boundary line of said Lot 19, with the proposed southerly ROW line of said R.M. 620, through the interior of said Lot 20, the following two (2) courses:

- 2) along a curve to the right, having a delta angle of **01°37'12"**, a radius of **985.00** feet, an arc length of **27.85** feet, and a chord which bears **S 78°30'43" E** for a distance of **27.85** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 103.58 feet right of proposed R.M. 620 baseline station 487+60.41, for a point of tangency;
- 3) **S 77°42'08" E** for a distance of **9.57** feet to a ½" iron rod with TxDOT aluminum cap set, 104.92 feet right of proposed R.M. 620 baseline station 487+70.25, being the southerly boundary line of said Lot 20, same being the northerly boundary line of said Lot 22, for the easterly corner of the herein described tract;

- 4) **THENCE**, departing said proposed southerly ROW line, with the common boundary line of said Lot 22 and said Lot 20, **S 80°58'27" W** for a distance of **35.36** feet to the **POINT OF BEGINNING**, containing 0.005 acre (238 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

30 OCT 2016

 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



PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	01° 37' 12"	985.00'	27.85'	27.85'	S78° 30' 43"E

487+00

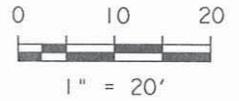
PROPOSED R.M. 620 BASELINE

TXDOT ROW MAP
CSJ: 0683-1-16

N

NUMBER	DIRECTION	DISTANCE
L1	S77° 42' 08"E	9.57'

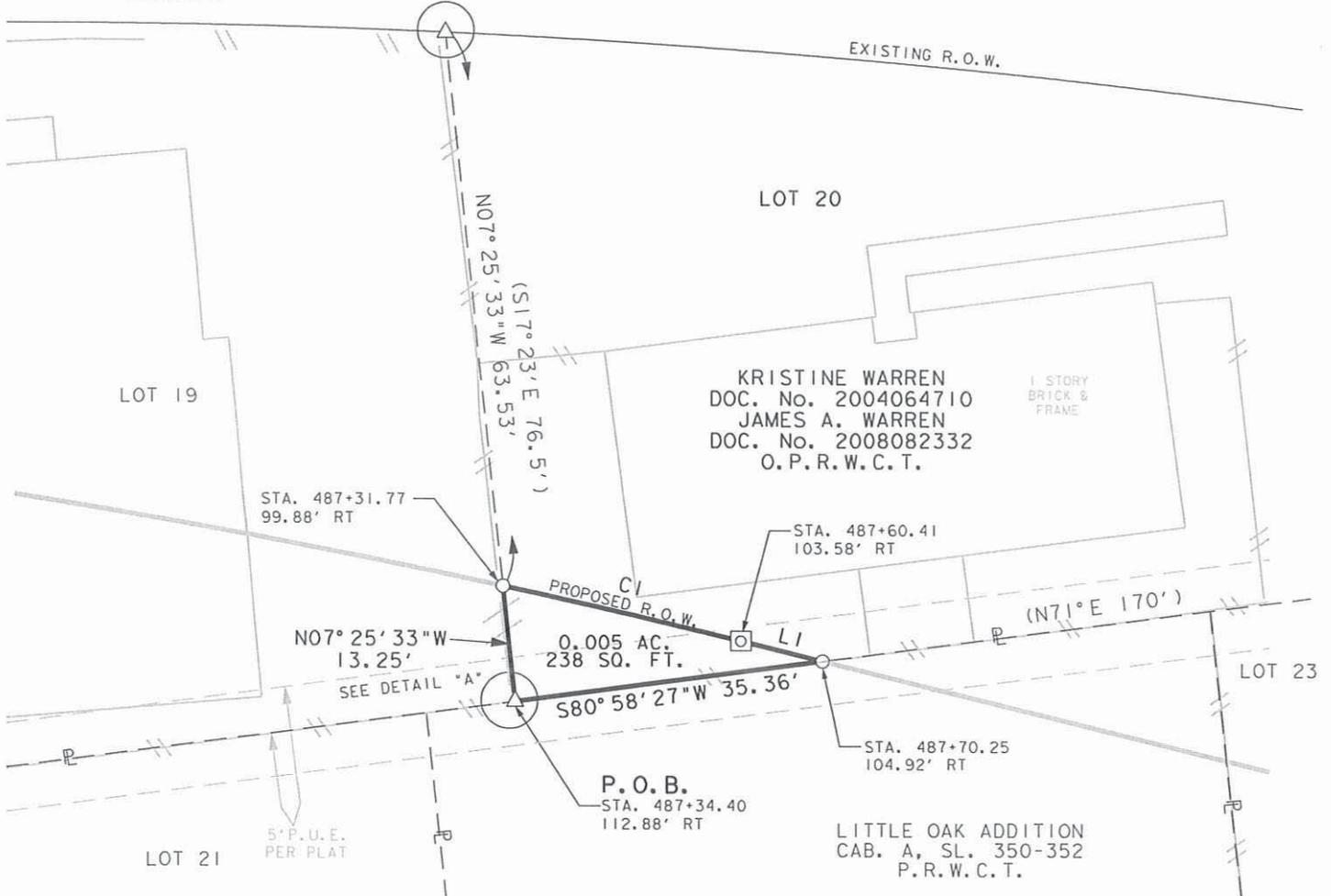
R.M. 620
(R.O.W. WIDTH VARIES)



THE STATE OF TEXAS
(1.32 AC.)
VOL. 338, PG. 125
D. R. W. C. T.

SEE DETAIL "B"

EXISTING R.O.W.



STA. 487+31.77
99.88' RT

STA. 487+60.41
103.58' RT

N07° 25' 33"W
13.25'

PROPOSED R.O.W.
0.005 AC.
238 SQ. FT.

(N71° E 170')

SEE DETAIL "A"

S80° 58' 27"W 35.36'

STA. 487+70.25
104.92' RT

P.O.B.
STA. 487+34.40
112.88' RT

LITTLE OAK ADDITION
CAB. A, SL. 350-352
P. R. W. C. T.

LOT 21

5° P. U. E.
PER PLAT

LOT 22

KYLE RAY RANNE
DOC. No. 9909052
O. P. R. W. C. T.

J.M. HARRELL SURVEY
ABSTRACT NO. 284

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

INLAND 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

JAMES A. WARREN

**0.005 AC.
238 SQ. FT.**

SCALE
1" = 50'

PROJECT
RM 620

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

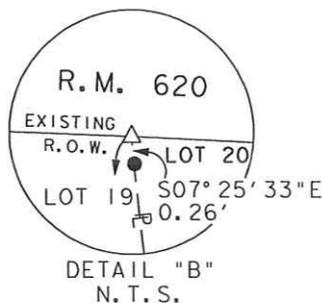
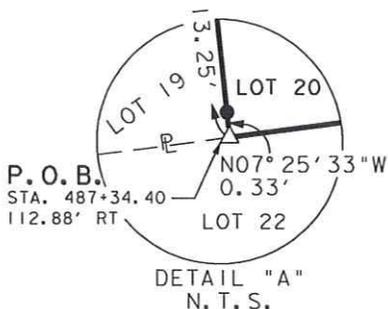
LEGEND

■	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 SET	()	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 GF NO. 130068605Z, ISSUED BY STEWART TITLE GUARANTY COMPANY, EFFECTIVE DATE AUGUST 21, 2013, ISSUE DATE AUGUST 27, 2013.

- RESTRICTIVE COVENANTS: CABINET A, SLIDES 350-352, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 5 FOOT PUBLIC UTILITY EASEMENT OVER REAR OF LOT AS SHOWN ON PLAT RECORDED IN CABINET A, SLIDE 350-352, PLAT RECORDS WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- 10 FOOT WIDE UTILITY EASEMENT ALONG THE EAST LOT LINE DATED SEPTEMBER 24, 1971 TO THE CITY OF ROUND ROCK IN VOLUME 541, PAGE 76 , DEED RECORDS WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



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 3 OCT 2016

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:



INLAND 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

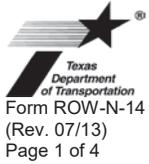
JAMES A. WARREN

1" = 50'	PROJECT RM 620	COUNTY WILLIAMSON
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**0.005 AC.
238 SQ. FT.**

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.: 14

Grantor(s), whether one or more:

Kristine Warren, a/k/a Mary K. Warren, and James A. Warren

Grantor's Mailing Address (including county):

615 Eastview Dr.
Georgetown, Texas 78626
Williamson County

Grantee:

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

Grantee's Mailing Address (including county):

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

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.

Consideration:

The sum of Two Hundred Thirty-Four Thousand Five Hundred and no/100 Dollars (\$234,500.00) 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: NONE

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.

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

(signature page follows)

GRANTOR:

Kristine Warren a/k/a
Mary K. Warren

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____ by
Kristine Warren a/k/a Mary K. Warren, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

GRANTOR:

James A. Warren

Acknowledgement

State of Texas

County of _____

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

Notary Public—State of Texas

After recording return to:

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 KRISTINE WARREN a/k/a Mary K. Warren, and JAMES A. WARREN, 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 0.005 acre (238 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 14R**)

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, 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:

James A. Warren

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2017 by James A. Warren, 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: