

EXHIBIT
"A"

REAL ESTATE EXCHANGE CONTRACT

State of Texas

§

County of Williamson

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§

This Real Estate Contract ("Contract") is made by and between ICU MEDICAL, INC., successor-in-interest to ICU Medical Fleet Services, LLC (formerly known as Hospira Fleet Services, LLC) (referred to in this contract as "ICU") and the CITY OF ROUND ROCK, TEXAS, (referred to in this Contract as "City"), upon the terms and condition set forth in this Contract. ICU and the City may be referred to as "Party" or "Parties" as the context may require.

RECITALS

A. ICU is the owner of that certain parcel of land located in the City of Round Rock, Williamson County, Texas as more particularly described on Exhibit "A" attached hereto (the "Current ICU Property").

B. City desires to make certain improvements to the streets and other infrastructure in the vicinity of the Current ICU Property (the "Street Improvements").

C. In order to complete the Street Improvements, City desires to exchange certain tracts of land owned by City for certain tracts of land and real estate rights owned by ICU, each as more particularly described herein.

D. The Parties intend that the exchange of these properties qualify as a like-kind exchange under Section 1031 of the Internal Revenue Code.

E. ICU is willing to participate in such exchange on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for good and valuable consideration, City and ICU hereby agree as follows:

ARTICLE I
EXCHANGE, PURCHASE AND SALE

1.01 Subject to the terms and conditions set forth in this Contract, ICU agrees to sell, transfer and convey to City fee title or easement rights in and to those certain tracts of land situated in Williamson County, Texas, being more particularly described as follows:

Tract 1: Fee simple title in and to all of Lot 3A, Block A, Replat of Lots 1 and 2 Oakmont Centre Section Two, a subdivision of record in Cabinet F, Slide 174, Plat Records of Williamson County, Texas, totaling 0.558 acre (24,295 SF), situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; as more

particularly described in Exhibits “B-C” attached hereto and incorporated herein; and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of ICU in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract collectively as “Tract 1”), together with any improvements, fixtures, and personal property situated on and attached to the portion of the property identified in Exhibits “B-C”, in exchange for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The portion of the Current ICU Property remaining after conveying Tract 1 to City as contemplated hereby is hereinafter referred to as the “Remaining ICU Property.”

ARTICLE II **PURCHASE CONSIDERATION**

Consideration

2.01 In exchange and as consideration for the conveyance of Tract 1 by ICU to City, City sells and agrees to transfer and convey to ICU a tract of land situated in Williamson County, Texas, being more particularly described as follows:

Tract 2: All of that certain 0.552 acre (24,034 SF) tract of land situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; as more particularly described in Exhibit “D” attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, (all of such real property, rights, and appurtenances being referred to in this Contract as “Tract 2”), together with any improvements, fixtures, and personal property situated on and attached to Tract 2 which are not otherwise removed as required in this Contract, for the consideration and upon and subject to the additional terms, provisions, and conditions set forth herein.

2.01.1 As additional consideration for the conveyance of Tract 1, City shall pay ICU an amount equal to the sum of (i) Two Million Five Hundred Sixteen Thousand Three Hundred Thirty and No/100 Dollars (\$2,516,330.00) (the “Cash Consideration”), (ii) the full and final compensation and other satisfaction of any relocation claim available to ICU, if any, pursuant to the provisions and entitlements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A., et. al., any related relocation assistance program in place under current federal or State law, or any additional moving expenses or costs that ICU may otherwise be entitled to at law or in equity (the “Relocation Assistance Consideration”) and (iii) to the extent that the actual, documented expenses incurred by ICU for any and all damages to the Remaining ICU Property and the cost to improve the Remaining ICU Property and Tract 2 in the manner contemplated by the improvement plan attached hereto as Exhibit “E” exceed the amount of the Cash Consideration and the Relocation Assistance Consideration, an amount equal to such

excess, but which amount shall not exceed ten percent (10%) of the Cash Consideration without additional approval by City. The Cash Consideration shall be paid by City as outlined in Section 4.05(b) below.

ARTICLE III
PARTY'S OBLIGATIONS

Conditions to Party's Obligations

3.01 The obligations of the Parties hereunder to consummate the transaction 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 the beneficiary of such condition at or prior to the Closing).

Preliminary Title Commitment

3.02 Within thirty (30) days after the date of execution of this Contract, the City, at City's sole cost and expense, will obtain from Independence Title (the "Title Company") a preliminary title report (the "Commitment") for the Parties' respective tracts which may upon request be accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting Tract 1 and Tract 2. Each Party will give each other written notice on or before the expiration of thirty (30) days after each Party receives the respective Commitment that the condition of title to Tract 1 or Tract 2, as applicable, as set forth in the respective Commitment is or is not satisfactory. In the event that any Party states that a condition is not satisfactory (the "Objecting Party"), the other Party shall assist the Objecting Party to the extent reasonably possible to undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Objecting Party at or prior to Closing. In the event that any unsatisfactory condition is not eliminated or modified to the reasonable satisfaction of the Objecting Party, then the Objecting Party shall have the right to terminate this Contract and neither Party shall have any further rights or liabilities hereunder.

3.03 Intentionally Omitted.

3.04 The Parties 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 the Parties prior to or as of the Closing unless waived.

ARTICLE IV
CLOSING

4.01 The closing of the transactions contemplated hereunder (the "Closing") shall be held at the Title Company on or before July 15, 2021, or at such time, date, and place as the Parties may agree upon (which date is herein referred to as the "Closing Date").

ICU's Obligations

4.02 The obligation of ICU to consummate the transactions contemplated hereunder is contingent upon the following:

- (a)** Elimination or modification satisfactory to ICU in its reasonable discretion of all unacceptable matters on Tract 2 identified by ICU pursuant to the procedures set forth in Section **3.02**;
- (b)** City's representations and warranties contained herein shall be true and correct in all material respects as of the Closing Date; and
- (c)** As of the Closing Date, City shall have performed its obligations hereunder in all material respects and all deliveries to be made by City at closing have been tendered.

4.03 At the Closing ICU shall:

(a) Deliver to City a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple in Tract 1, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

(i) General real estate taxes for the year of Closing and subsequent years not yet due and payable;

(ii) Any exceptions approved by City pursuant to Article III hereof; and

(iii) Any other exceptions approved by City in writing.

The Special Warranty Deed to City shall be in the form as shown in Exhibit "F" attached hereto.

(b) Deliver to City a Texas Owner's Title Policy at City's sole expense, issued by Title Company, in City's favor in the full amount of the Cash Consideration, or as otherwise agreed upon by the Parties, insuring City's fee simple title and easement interest to Tract 1 subject only to those title exceptions listed above, such other exceptions as may be approved in writing by City, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.

(c) As an obligation which shall survive the Closing of this transaction, agree to vacate and deliver possession of Tract 1 and allow use of the easements shown on the Oakmont Centre Replat for installation of utility facilities, on or before the earlier of the expiration of six (6) months following the full execution of the Contract or December 31, 2021, subject only to extensions granted by City in writing. By

execution of this Contract, prior to delivery of possession of Tract 1 as set out herein, ICU shall have the temporary right to possess Tract 1 for completion of the building improvements as described in Exhibit "E" attached hereto.

City's Obligations

4.04 The obligation of City to consummate the transactions contemplated hereunder is contingent upon the following:

- (a)** Elimination or modification satisfactory to City in its reasonable discretion of all unacceptable matters on Tract 1 identified by City pursuant to the procedures set forth in Section **3.02**;
- (b)** ICU representations and warranties contained herein shall be true and correct in all material respects as of the Closing Date; and
- (c)** As of the Closing Date, ICU shall have performed its obligations hereunder in all material respects and all deliveries to be made by ICU at closing have been tendered.

4.05 At the Closing, City shall:

- (a)** Deliver to ICU a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple in Tract 2, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
 - (i)** General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (ii)** Any exceptions approved by ICU pursuant to Article III hereof; and
 - (iii)** Any other exceptions approved by ICU in writing.

The Special Warranty Deed to ICU shall be in the form as shown in Exhibit "G" attached hereto.

- (b)** Pay ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED SIXTY-FIVE and No/100 Dollars (\$1,258,165.00), equal to one-half of the Cash Consideration identified in Section 2.01.1(i) above ("Initial Payment").

As an obligation which shall survive the Closing of this transaction, City shall deliver to ICU at the address next to its signature below or as otherwise designated by ICU in writing, the remaining ONE MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED SIXTY-FIVE and No/100 Dollars (\$1,258,165), equal to one-half of the Cash Consideration identified in Section

2.01.1(i), plus any additional documented amount determined to be required under Section 2.01.1(iii) above, within thirty (30) days following issuance of any City acceptance or Certificate of Occupancy for completion of the improvements contemplated as described in Exhibit "E", or as otherwise modified by subsequent agreement between the parties in writing ("Final Payment").

(c) Deliver to ICU a Texas Owner's Title Policy at City's sole expense, issued by Title Company, in ICU's favor in the full amount as agreed upon by the Parties, insuring ICU's fee simple title to Tract 2 subject only to those title exceptions listed above, such other exceptions as may be approved in writing by City, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.

(d) Deliver to ICU possession of Tract 2.

Prorations

4.06 General real estate taxes for the then current year relating to Tract 1 and Tract 2 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. All special taxes or assessments to the Closing Date shall be paid by the Parties for the real property conveyed by such Parties.

Closing Costs

4.07 All costs and expenses of Closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Owner's Title Policy for Tract 1 paid by City;
Owner's Title Policy for Tract 2 paid by City;
Survey fees for Tract 2 and the Remaining ICU Property paid by City;
Filing fees for deed for Tract 1 paid by City;
Filing fees for deed for Tract 2 paid by City;
Attorney's fees paid by each Party incurring them respectively.

ARTICLE V **REPRESENTATIONS**

5.01 ICU represents and warrants to City to the best of its knowledge, as of the Closing Date, as follows:

(a) There are no parties in possession of any portion of Tract 1 as lessees, tenants at sufferance, or trespassers;

(b) ICU has complied in all material respects with all applicable laws, ordinances, regulations, and restrictions relating to Tract 1, or any part of it;

(c) To the best of its knowledge, ICU is not aware of any material physical defects to Tract 1;

(d) To the best of its knowledge, ICU is not aware of any environmental hazards or conditions that affect Tract 1;

(e) To the best of its knowledge, ICU is not aware that Tract 1 is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and

(f) To the best of its knowledge, ICU is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on Tract 1.

5.02 City represents and warrants to ICU to the best of its knowledge, as of the closing date, as follows:

(a) There are no parties in possession of any portion of Tract 2 as lessees, tenants at sufferance, or trespassers;

(b) City has complied with all applicable laws, ordinances, regulations, and restrictions relating to Tract 2, or any part of it;

(c) City is not aware of any material physical defects to Tract 2;

(d) City is not aware of any environmental hazards or conditions that affect Tract 2;

(e) City is not aware that Tract 2 is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and

(f) City is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on Tract 2.

ARTICLE VI **BREACH**

6.01 In the event ICU shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale and conveyance of Tract 1 and Tract 1.1 for any reason, except City's default, City may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and receive \$5,000 as liquidated damages from ICU.

6.02 In the event City shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale and conveyance of Tract 2 for any reason, except ICU's default, ICU may: (1) enforce specific performance of this Contract; or (2) terminate this Contract and receive \$5,000 as liquidated damages from City; or (3) seek any other available remedy at law or in equity.

ARTICLE VII
MISCELLANEOUS

Assignment of Contract

7.01 Neither Party may assign any interest in this Contract without consent or approval of the other Party, which may not be unreasonably withheld.

Survival of Covenants

7.02 Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the Closing and shall not be merged therein.

Notice

7.03 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 ICU or City, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

7.04 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

7.05 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

7.06 This Contract is intended to qualify as an agreement for the exchange of properties that qualifies under Section 1031 of the Internal Revenue Code. 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

7.07 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

7.08 Time is of the essence in this Contract.

Gender

7.09 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

7.10 Upon request of either Party, the Parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

7.11 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, the Parties are hereby advised that it should be furnished with or obtain a policy of title insurance or the Parties should have the abstract covering Tract 1 and Tract 2 examined by an attorney of the Parties' own selection.

Effective Date

7.12 This Contract shall be effective as of the date it is approved by the City of Round Rock City Council, which date is indicated beneath the City's signature below.

Counterparts

7.13 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.

List of Exhibits to Real Estate Exchange Contract:

Exhibit A—Current ICU Property and parcel exchange layout

Exhibit B—0.137 ac. field notes for r.o.w. to City

Exhibit C—0.421 ac. field notes for r.o.w. to City

Exhibit D—0.552 ac. field notes for tract to ICU

Exhibit E—Building Improvements

Exhibit F—Form of Special Warranty Deed to City

Exhibit G—Form of Special Warranty Deed to ICU

[Signature pages follow.]

ICU:

ICU MEDICAL, INC.

By: Brian M. Bonnell
Brian Bonnell, CFO & Treasurer

Address: 951 Calle Amanecer
San Clemente, CA 92673

Date: 6/22/21

CITY:

CITY OF ROUND ROCK,
A TEXAS HOME-RULE MUNICIPAL CORPORATION

By: _____
Craig Morgan, Mayor

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

Date: _____

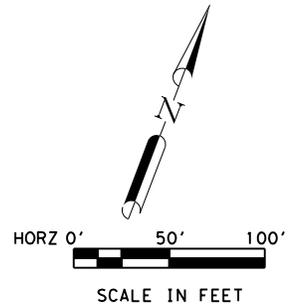
Attest:

For City, Approved as to Form:

Sara White, City Clerk

Stephan L. Sheets, City Attorney

EXHIBIT "A"



LEGEND

- PROPOSED ROW
- PROPOSED EASEMENT
- INTERIM ROW
- EXISTING ROW
- EXISTING EASEMENT
- LOT LINES

UNIVERSITY BLVD

OAKMONT DR

0.137 AC. TO CORR

PROP 5' PUE
BY PLAT

PROP 15' PUE
BY PLAT

0.421 AC. TO CORR

PROP 10' PUE
BY PLAT

15

LOT 1
BLOCK A
OAKMONT CENTRE
SECTION TWO
CAB. F, SLD. 174
P. R. W. C. T.
CURRENT ICU PROPERTY

EX 15' PUE

0.552 AC. TO ICU

23

LOT 2
BLOCK A
OAKMONT CENTRE
SECTION TWO
CAB. F, SLD. 174
P. R. W. C. T.
CURRENT CITY PROPERTY

PROP 10' PUE
BY PLAT

RETAINED CORR PROPERTY
FOR OAKMONT CONSTRUCTION

FILENAME: LOTS 15 ROW NEGOTIATIONS LAND SWAP.dgn

DRAWING DATE: 5/25/2021



CITY OF ROUND ROCK
221 E. MAIN ST
ROUND ROCK, TX 78664

PRELIMINARY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES



TBPE REG. # F-926
ENGINEER MICHAEL CURL
P.E. NO. 126986 DATE 5/25/2021

FROM UNIVERSITY OAKS BLVD TO SUNRISE RD

UNIVERSITY BLVD ICU LAND SWAP

SCALE: 1" = 100'

SHEET 1 OF 1

EXHIBIT “B”

Variable Width Right-Of-Way Acquisition

METES AND BOUNDS DESCRIPTION
OF A
0.137 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.137 ACRE (5,977 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.137 ACRE TRACT BEING A PORTION OF LOT 1, BLOCK A, OAKMONT CENTRE SECTION TWO, FILED ON OCTOBER 4, 1984, AND RECORDED IN CABINET F, SLIDE 174 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.137 ACRE TRACT ALSO BEING A PORTION OF LOT 1, BLOCK A AS DESCRIBED IN A SPECIAL WARRANTY DEED TO HOSPIRA FLEET SERVICES, LLC., AND RECORDED IN DOCUMENT NO. 2017013719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.137 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the easternmost northeast corner of said Lot 1 and the herein described tract, at the intersection of the southerly right-of-way line (R.O.W.) of University Boulevard (variable width R.O.W.) and the westerly R.O.W. line of Oakmont Drive (60 foot wide R.O.W.);

THENCE South 20° 56' 54" East, with the common westerly R.O.W. line of said Oakmont Drive and the easterly line of said Lot 1, a distance of 16.68 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found for the southeast corner of said Lot 1, Block A, same being the northeast corner of Lot 2 of said Block A, and being on the westerly R.O.W. of said Oakmont Drive bears South 20° 56' 54" East, at a distance of 448.40 feet;

THENCE departing said westerly R.O.W. line of said Oakmont Drive, and traveling across the interior of said Lot 1, the following three calls:

- 1) North 65° 41' 55" West, a distance of 28.75 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for an angle point and interior corner of the herein described tract;
- 2) South 69° 18' 05" West, a distance of 229.75 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for an angle point and interior corner of the herein described tract;
- 3) South 24° 11' 47" West, a distance of 28.21 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for the southwest corner of the herein described tract, said point being on the westerly line of said Lot 1, from which a 1/2-inch iron rod found marking the common southwest corner of said Lot 1 and the northwest corner of said Lot 2 bears South 20° 56' 03" East, at a distance of 449.91 feet;

Exhibit “B” continued
Description of a 0.137 acre tract

THENCE North 20° 56’ 03” West, with the westerly line of said Lot 1, and partway with the southerly R.O.W. line of said University Boulevard, a distance of 40.97 feet to a calculated point for the northwest corner of said Lot 1 and the herein described tract;

THENCE North 69° 14’ 23” East, with the common southerly R.O.W. line of said University Boulevard and the northerly line of said Lot 1, a distance of 245.08 feet to a 1/2-inch iron rod found for the northernmost northeast corner of said Lot 1 and the herein described tract, said point also marking the beginning of a curve to the right and being a curving corner clip at the intersection of the southerly R.O.W. line of said University Boulevard and the westerly R.O.W. line of said Oakmont Drive;

THENCE In a Southeasterly direction, 39.18 feet along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 89° 47’ 11”, and a chord bearing and distance of South 65° 49’ 34” East – 35.29 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.137 acre (5,977 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2016 and revised in 2020.

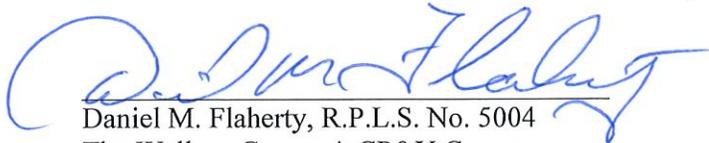
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica’s Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

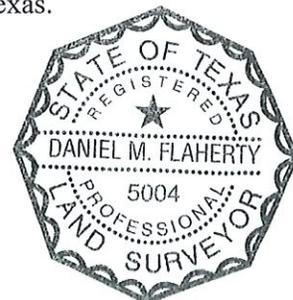
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4826 attached hereto 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.



Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, A CP&Y Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701
See attached Plat No. A-4826
22824-FN28.doc



09-02-2020
Date

EXHIBIT “C”

Variable Width Right-Of-Way Acquisition

METES AND BOUNDS DESCRIPTION
OF A
0.421 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.421 ACRE (18,318 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.421 ACRE TRACT BEING A PORTION OF LOT 1, BLOCK A, OAKMONT CENTRE SECTION TWO, FILED ON OCTOBER 4, 1984, AND RECORDED IN CABINET F, SLIDE 174 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.421 ACRE TRACT ALSO BEING A PORTION OF LOT 1, BLOCK A AS DESCRIBED IN A SPECIAL WARRANTY DEED TO HOSPIRA FLEET SERVICES, LLC., AND RECORDED IN DOCUMENT NO. 2017013719 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.421 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the common southeast corner of said Lot 1, Block A, same being the northeast corner of Lot 2 of said Block A, and being on the westerly right-of-way line (R.O.W.) of Oakmont Drive (60 foot wide R.O.W.), for the southeast corner of the herein described tract;

THENCE South 69° 03' 17" West, departing said westerly R.O.W. line of said Oakmont Drive, with the common southerly line of said Lot 1 and the northerly line of said Lot 2, a distance of 16.65 feet to a 1/2-inch iron rod with yellow plastic cap stamped "JPH LAND SURVEYING" found for the southwest corner of the herein described tract, and being the beginning of a non-tangent curve to the left, from which a 1/2-inch iron rod found for the common southwest corner of said Lot 1, Block A, same being the northwest corner of said Lot 2 of said Block A, bears South 69° 03' 17" West, at a distance of 253.44 feet;

THENCE traveling across the interior of said Lot 1, the following seven calls:

- 1) In a Northwesterly direction, 111.59 feet along the arc of said curve to the left, having a radius of 684.50 feet, a central angle of 09° 20' 25", and a chord bearing and distance of North 28° 00' 03" West – 111.46 feet to a pk nail with washer stamped "JPH LAND SURVEYING" found for a point of reverse curvature of the herein described tract;
- 2) In a Northwesterly direction, 153.81 feet along the arc of a curve to the right, having a radius of 751.00 feet, a central angle of 11° 44' 03", and a chord bearing and distance of North 26° 48' 13" West – 153.54 feet to a pk nail with washer stamped "JPH LAND SURVEYING" found for a point of tangency of the herein described tract;
- 3) North 20° 56' 12" West, a distance of 156.84 feet to a pk nail with washer stamped "JPH LAND SURVEYING" found at the beginning of a curve to the right and for a corner of the herein described tract;

- 4) In a Northerly direction, 18.74 feet along the arc of said curve to the right, having a radius of 561.00 feet, a central angle of 01° 54' 50", and a chord bearing and distance of North 19° 58' 47" West - 18.74 feet to a pk nail with washer stamped "JPH LAND SURVEYING" found for an angle point of the herein described tract;
- 5) North 64° 08' 41" West, a distance of 41.32 feet to a 1/2-inch iron rod with yellow plastic cap stamped "JPH LAND SURVEYING" found for the northwest corner of the herein described tract;
- 6) North 69° 18' 05" East, a distance of 53.70 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" found for an angle point of the herein described tract;
- 7) South 65° 41' 55" East, a distance of 28.75 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" found on the common easterly line of said Lot 1 and the westerly R.O.W. line of said Oakmont Drive for the easternmost northeast corner of the herein described tract, from which a 1/2-inch iron rod found for the easternmost northeast corner of said Lot 1 at the intersection of the southerly R.O.W. line of University Boulevard (variable width R.O.W.) and the westerly R.O.W. line of said Oakmont Drive bears, North 20° 56' 54" West, a distance of 16.68 feet;

THENCE South 20° 56' 54" East, with the common easterly line of said Lot 1 and the westerly R.O.W. of said Oakmont Drive, a distance of 448.40 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.421 acre (18,318 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2020.

Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica’s Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-5007 attached hereto 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.

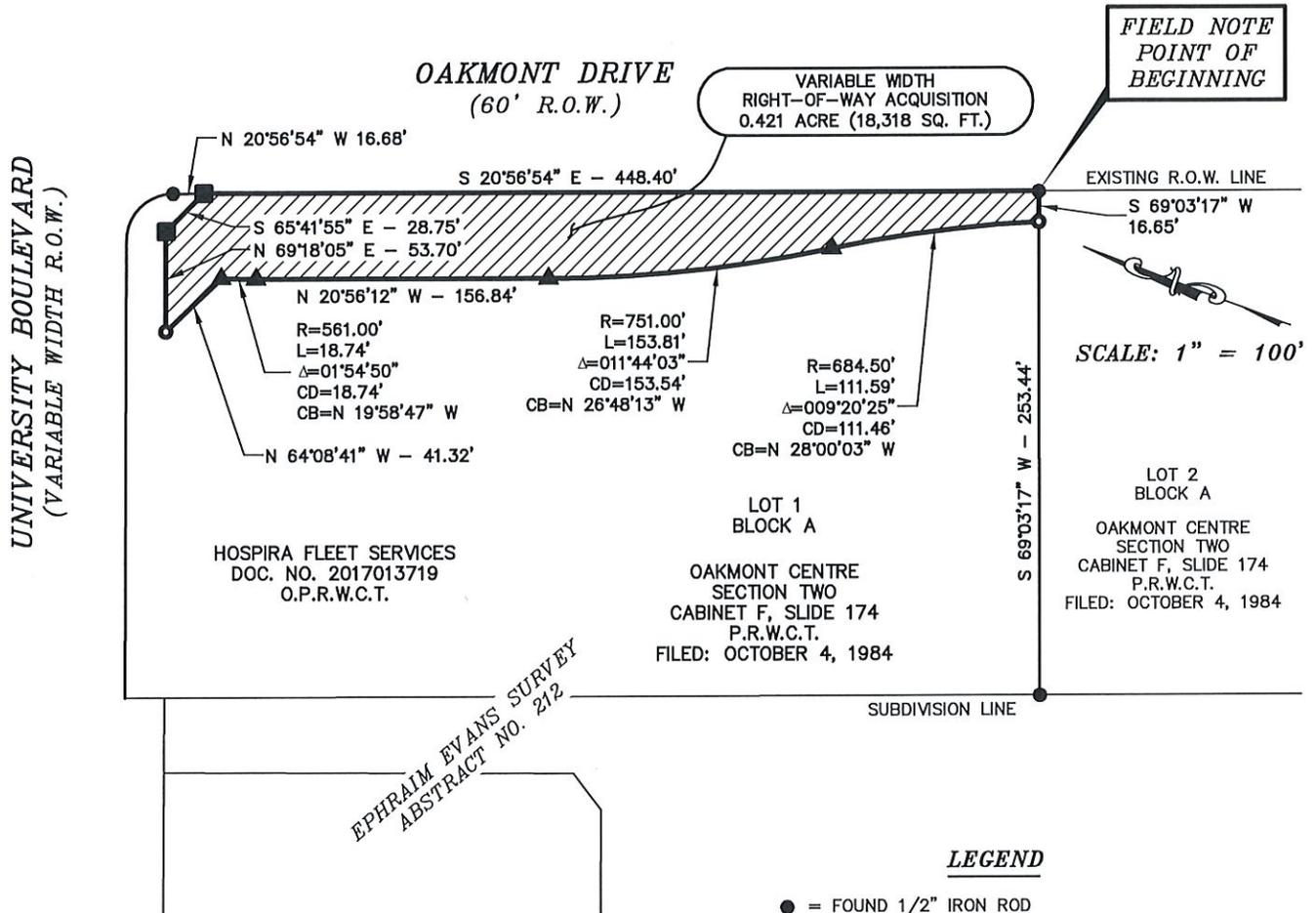
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Daniel M. Flaherty, R.P.L.S. No. 5004
 The Wallace Group, A CP&Y Company
 One Chisholm Trail, Suite 130
 Round Rock, Texas 78681
 Ph. (512) 248-0065
 TBPLS Firm No. 10051701
 See attached Plat No. A-5007
 22824-FN31.doc



09-01-2020
 Date

EXHIBIT " C "
 (VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
 DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
 OF A 0.421 ACRE (18,318 SQ. FT.) TRACT OF LAND
 IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

LEGEND

- = FOUND 1/2" IRON ROD
 - = FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JPH LAND SURVEYING"
 - ▲ = FOUND PK NAIL & WASHER STAMPED "JPH LAND SURVEYING"
 - = FOUND 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW"
- P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
 D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
 O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
 O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



THE WALLACE GROUP
 engineers architects surveyors
 A CP&Y COMPANY

TBPLS 10051701

WACO KILLEEN DALLAS ROUND ROCK
 1 Chisholm Trail, Suite 130, Round Rock, Texas 78681, (512) 248-0065 TBPE F-54

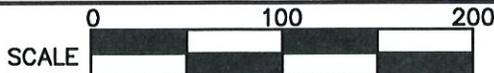
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 1ST DAY OF SEPTEMBER, 2020.



SURVEYED: AUGUST 19, 2020

Daniel M. Flaherty
 DANIEL M. FLAHERTY, RPLS NO. 5004

3 OF 3



PLAT NO. A-5007 DRAFT DATE 09-01-20 DRAWN BY RDB

WORK ORDER NO. 22824 FIELDBOOK/PG. 256/17 TAB # A-5007

DIGITAL FILE 22824R-PARCELS F/N # 22824-FN31

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EXHIBIT “D”

METES AND BOUNDS DESCRIPTION
OF A
0.552 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.552 ACRE (24,034 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.552 ACRE TRACT BEING A PORTION OF LOT 2, BLOCK A, OAKMONT CENTRE SECTION TWO, FILED ON OCTOBER 4, 1984, AND RECORDED IN CABINET F, SLIDE 174 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.552 ACRE TRACT ALSO BEING A PORTION OF LOT 2, BLOCK A, AS DESCRIBED IN A DEED TO THE CITY OF ROUND ROCK, AND RECORDED IN DOCUMENT NO. 2016088952 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.552 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the common northeast corner of said Lot 2, Block A and the southeast corner of Lot 1 of said Block A, being on the westerly right-of-way line (R.O.W.) of Oakmont Drive (60 foot wide R.O.W.);

THENCE (L-1) South 69° 03' 17" West, departing said westerly R.O.W. line of said Oakmont Drive, with the common northerly line of said Lot 2, Block A and the southerly line of said Lot 1, Block A, a distance of 16.65 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found being the beginning of a non-tangent curve to the right, the **POINT OF BEGINNING** and the northeast corner of the herein described tract;

THENCE traveling across the interior of said Lot 2, Block A, the following five calls:

- 1) (C-1) In a Southeasterly direction, 28.60 feet along the arc of said curve to the right, having a radius of 684.50 feet, a central angle of 02° 23' 39", and a chord bearing and distance of South 22° 08' 01" East – 28.60 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found for a point of tangency of the herein described tract;
- 2) (L-2) South 20° 56' 12" East, a distance of 47.61 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found for an angle point of the herein described tract;
- 3) (L-3) South 24° 03' 48" West, a distance of 28.28 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found for an angle point of the herein described tract;
- 4) South 69° 03' 48" West, a distance of 214.31 feet to a 1/2-inch iron rod with yellow plastic cap stamped “JPH LAND SURVEYING” found for an angle point of the herein described tract;
- 5) (L-4) North 65° 55' 21" West, a distance of 27.91 feet to a 1/2-inch iron rod with a yellow plastic cap stamped “JPH LAND SURVEYING” found on the common westerly line of said Lot 2, Block A and

Exhibit “D”
Description of a 0.552 acre tract

the easterly line of Lot 2H, Block A of the Replat of Lot 2 of East Chandler Retail Center, filed on November 2, 2006, and recorded in Cabinet CC, Slide 230-233 of the P.R.W.C.T., for the most westerly southwest corner of the herein described tract, from which a 1/2-inch iron rod found for the common southwest corner of said Lot 2, Block A and the northwest corner of Lot 1, Block B of Oakmont Centre, Section Five, filed on September 7, 1984 and recorded in Cabinet F, Slide 139-142 of the P.R.W.C.T. bears, South 20° 56' 03” East, at a distance of 97.36 feet;

THENCE North 20° 56' 03” West, with the common westerly line of said Lot 2, Block A and the easterly line of said Lot 2H, Block A, a distance of 76.42 feet to a 1/2-inch iron rod found for the common northwest corner of said Lot 2, Block A and the southwest corner of said Lot 1, Block A, for the northwest corner of the herein described tract;

THENCE North 69° 03' 17” East, with the common northerly line of said Lot 2, Block A and the southerly line of said Lot 1, Block A, a distance of 253.44 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.552 acre (24,034 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2020.

Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica’s Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-5008 attached hereto 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.



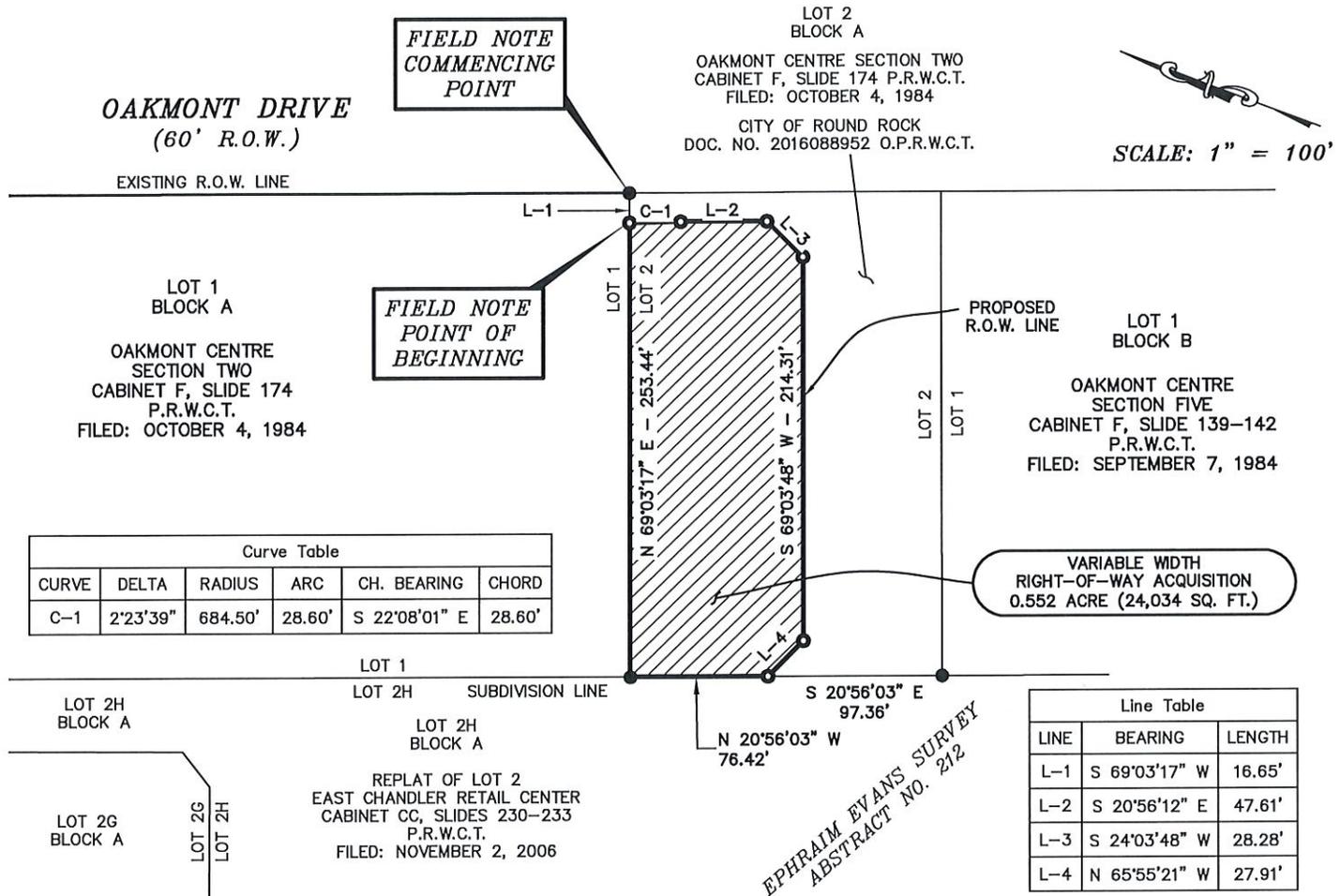
Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, A CP&Y Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701
See attached Plat No. A-5008
22824-FN32.doc



09-01-2020
Date

EXHIBIT " D "

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 0.552 ACRE (24,034 SQ. FT.) TRACT OF LAND IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

- LEGEND**
- = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
 - = FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JPH LAND SURVEYING"
 - ▲ = CALCULATED POINT

- P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



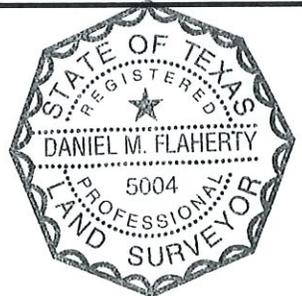
THE WALLACE GROUP
engineers architects surveyors
A CP&Y COMPANY

WACO KILLEEN DALLAS ROUND ROCK

TBPLS 10051701

1 Chisholm Trail, Suite 130, Round Rock, Texas 78681, (512) 248-0065 TBPE F-54

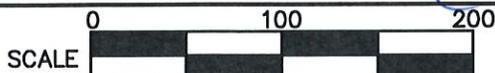
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 1ST DAY OF SEPTEMBER, 2020.



SURVEYED: AUGUST 19, 2020

DANIEL M. FLAHERTY, RPLS NO. 5004

3 OF 3

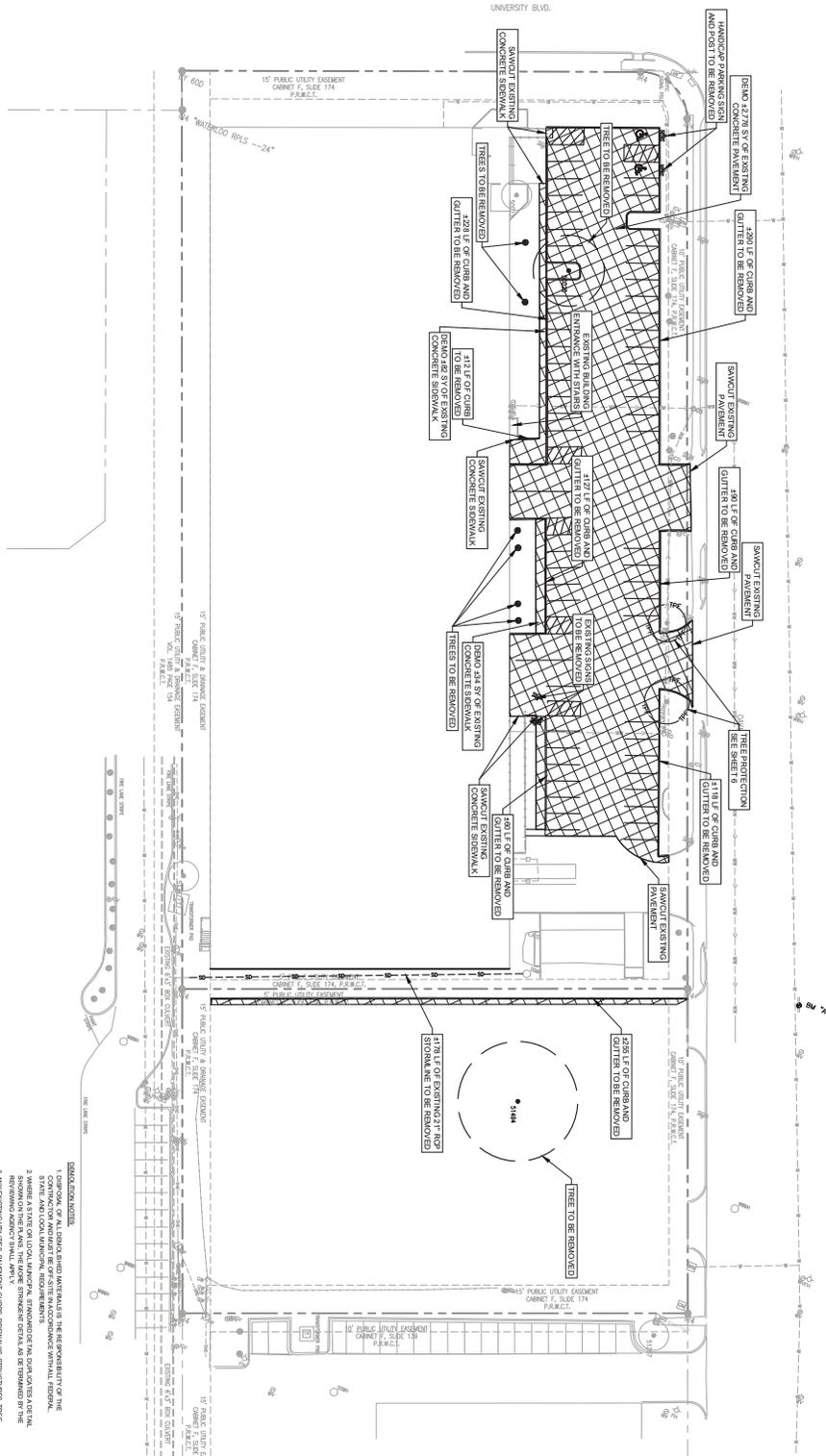


PLAT NO. A-5008 DRAFT DATE 09-01-2020 DRAWN BY RDB
WORK ORDER NO. 22824 FIELDBOOK/PG. 256/17 TAB # A-5008
DIGITAL FILE 22824R-PARCELS F/N # 22824-FN32

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EXHIBIT "E" (Page 1 of 4)

MAKES: D:\PROJECTS\1912-001\1912-001.dwg
 DATE: 12/12/11
 PLOTTED BY: JAVI LOPEZ



GENERAL NOTES:

1. DEMO SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL APPLICABLE REGULATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

CONTRACTOR NOTES:

CONTRACTOR SHALL CONSIDER PROTECTED UTILITY LOCATIONS AND VERTICAL CLEARANCE DURING DEMOLITION AND VERTICAL CLEARANCE DURING INSTALLATION OF ALL UTILITY INFRASTRUCTURE.



TREE LIST

| NO. | DESCRIPTION | SIZE | STATUS |
|-----|-------------|------|--------|
| 1 | ... | ... | ... |
| 2 | ... | ... | ... |
| 3 | ... | ... | ... |
| 4 | ... | ... | ... |
| 5 | ... | ... | ... |
| 6 | ... | ... | ... |
| 7 | ... | ... | ... |
| 8 | ... | ... | ... |
| 9 | ... | ... | ... |
| 10 | ... | ... | ... |

GENERAL LEGEND

SYMBOLS

- WATERLINE
- SEWER
- ...

DEMOLITION LEGEND

- LINE DEMO (UTILITIES, CURBS)
- AREA OF DEMO (CEMENTATION, PAVEMENT, UTIL. LINES)

EXHIBIT "F"

Parcel 15

SPECIAL WARRANTY DEED

University Boulevard/Oakmont Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ICU MEDICAL, INC., successor-in-interest to ICU Medical Fleet Services, LLC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by 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 those certain tracts or parcels 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:

All of Lot 3A, Block A, Replat of Lots 1 and 2 Oakmont Centre Section Two, a subdivision of record in Cabinet F, Slide 174, Plat Records of Williamson County, Texas, and recorded as Document No. 2021065803, Official Records of Williamson County, Texas, and being 0.558 acre (24,295 SF) situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; and as more particularly described by metes and bounds in Exhibits "A-B" attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibits "A-B" to wit: On-Premise "ICU" Advertising Sign

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of University Blvd., but shall not be used or exported from the Property for any other purpose.

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 City of Round Rock, 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 City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise; subject, however, to the reservations from and exceptions to conveyance and warranty set forth above.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

GRANTOR:

ICU MEDICAL, INC.,
successor-in-interest to ICU Medical Fleet Services, LLC

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "G"

University Blvd.—Datamax remainder

SPECIAL WARRANTY 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 **CITY OF ROUND ROCK, TEXAS**, 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 Grantee, 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 **ICU MEDICAL, INC.**, successor-in-interest to ICU Medical Fleet Services, LLC, 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 ("Property"):

All of that certain 0.552 acre (24,034 square foot) tract in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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 Grantee 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 Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the reservations from and exceptions to conveyance and warranty set forth above.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

GRANTOR:

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, 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:

ICU Medical Fleet Services, LLC
951 Calle Amanecer
San Clemente, California 92673

AFTER RECORDING RETURN TO: