

**“A”**

**THE STATE OF TEXAS**

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## RECITALS

**A.**

## 379561bk

- 1.2 The City agrees to complete the relocation of the existing 12" AC Waterline from the Property to within the right-of-way of the Texas Avenue Extension no later than February 2018. The existing waterline inside the Property will be abandoned in place. The District may process the release of the waterline easement on the Property at their expense. The District may remove or grout the abandoned waterline on the Property at their expense.
- 1.3 The City agrees to have received all necessary permits and be substantially complete with construction of the Improvements no later than July 2018. Until the Texas Avenue extension is complete, the District and their contractor(s) will have sole access to the Property from Greenhill Drive.
- 1.4 As part of the Texas Avenue Extension Project, the City agrees to construct one 30' commercial driveway to the Property (ending at the Texas Avenue north ROW line), as shown on Exhibit "B". The driveway shall be located at an agreed location approximately 285 feet east of Greenhill Drive. The driveway is intended as the only driveway to the Property from Texas Avenue and shall be a shared driveway if the District subdivides the Property in the future.

## **2. Stormwater Detention and Treatment**

- 2.1 In association with the Texas Avenue Extension, the City shall design and construct a stormwater treatment and detention pond ("Improvements") within the Property as shown on Exhibit "B". The Improvements will be designed with a connection at or near the southeast corner of the remaining developable Property. The exact location of the connection will be determined in coordination with the District.
- 2.2 The Improvements shall be constructed to have sufficient capacity to serve the Property (assuming 75% impervious cover) and the Texas Avenue extension, both shown on Exhibit "B", attached hereto.
- 2.3 The City shall be responsible for acquiring any and all necessary permits for the construction of the Improvements. TCEQ approval of the water quality Improvements is critical to the District's new office facility occupancy, and the submittal process will be expedited by the City to the extent practicable. The District will be responsible for any TCEQ required submittals associated with the use of the Improvements for the Property.
- 2.4 The City shall be solely responsible for all costs associated with the design, construction, and permitting of the Improvements as shown on Exhibit "B". The District shall be solely responsible for all costs associated with any enhanced modifications to the Improvements.
- 2.5 The District shall be the owner of the Improvements and will be solely responsible for the maintenance and repair of the Improvements to ensure that it continues to perform as designed.

**B.**  
**MISCELLANEOUS PROVISIONS**

**1.    Execution.**

This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

**2.    Governing Law.**

This Agreement will be governed by the Constitution and laws of the State of Texas.

**3.    Successors and Assigns.**

The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.

**4.    Headings.**

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

**5.    Partial Invalidity.**

If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

**6.    Waiver.**

Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

**7.    Amendments.**

This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

**8.    Cooperation.**

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

**9. Venue.**

All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

**10. Third Party Beneficiaries.**

Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

**11. Representations.**

Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.

**12. Exhibits.**

All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

**13. Entire Agreement.**

This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

*(signatures on following page)*

**UPPER BRUSHY CREEK WATER CONTROL  
AND IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Jeff Sawyer, President

Date: \_\_\_\_\_

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sara White, City Clerk

## **EXHIBIT "A"**

### **METES AND BOUNDS DESCRIPTION OF A 2.539 ACRE TRACT OF LAND OUT OF THE YEN CHUAN KUO TRACT LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING a 2.539 acre (110,615 square feet) tract of land situated in the David Curry Survey, Abstract No. 130, City of Round Rock, Williamson County, Texas; said 2.539 acre tract being a portion of that certain called 6.613 acre tract of land described in a Special Warranty Deed to Yen Chuan Kuo, filed on April 19, 2007, and recorded in Document No. 2007032132, Official Public Records of Williamson County, Texas (O.P.R.W.C.T.); said 2.539 acre tract also being a portion of Lot 1, Block A, United Auto Parts Subdivision, filed on March 17, 2008, and recorded in Cabinet EE, Slide 206, Plat Records of Williamson County, Texas (P.R.W.C.T.); Said 2.539 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for the northeast corner of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, same being the southeast corner of Lot 1, Block A, Green Square, filed on June 26, 2007, and recorded in Cabinet DD, Slides 176-177, P.R.W.C.T., same being on the west line of Lot 12, Block H, Resubdivision of Chapel Hill North Section 3 Block H, Lot 5, filed on January 6, 1989, and recorded in Cabinet J, Slides 205-206, P.R.W.C.T., for the **POINT OF BEGINNING** and northeast corner of the herein described tract,

**THENCE (L-1) South 21° 19' 51" East**, with the east line of said 6.613 acre tract and said Lot 1, Block A, same being the west line of said Lot 12, a distance of **81.51 feet** to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" (hereafter referred to as "CORR cap") found, said point marking the southwest corner of said Lot 12, said point also being the western terminus of the north right-of-way (R.O.W.) line of Texas Avenue (having a 60 foot width), from which a 1/2-inch iron rod found for the northwest corner of Lot 39, Block D, Chapel Hill North Section 3, filed on October 4, 1984, and recorded in Cabinet F, Slides 176-177, P.R.W.C.T., said point also being the western terminus of the south R.O.W. line of said Texas Avenue bears South 21° 19' 51" East, at a distance of 61.52 feet and from which a 1/2-inch iron rod found marking the southeast corner of said 6.613 acre tract and said Lot 1, Block A bears South 21° 19' 51" East, at a distance of 358.95 feet;

**THENCE** traveling across the interior of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, the following four (4) calls:

**Exhibit "A" continued**  
**Description of a 2.539 acre tract**

- 1) **South 55° 54' 24" West**, a distance of **482.12 feet** to a 1/2-inch iron rod with "CORR cap" found for a corner of the herein described tract and being the beginning of a curve to the right;
- 2) (C-1) In a **Westerly** direction, with said curve to the right, having a delta angle of **12° 52' 59"**, a radius of **570.00 feet**, an arc length of **128.16 feet**, and a chord bearing and distance of **South 62° 20' 54" West – 127.89 feet** to a 1/2-inch iron rod with "CORR cap" found for a corner of the herein described tract and being the end of said curve;
- 3) (L-3) **South 68° 47' 23" West**, a distance of **92.73 feet** to a 1/2-inch iron rod with "CORR cap" found for a corner of the herein described tract and being the beginning of a curve to the right;
- 4) (C-2) In a **Northwesterly** direction, with said curve to the right, having a delta angle of **90° 07' 51"**, a radius of **15.00 feet**, an arc length of **23.60 feet**, and a chord bearing and distance of **North 66° 08' 41" West – 21.24 feet** to a 1/2-inch iron rod with "CORR cap" found for the westernmost southwest corner of the herein described tract and being the end of said curve, said point being on the west line of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, said point also being on the east R.O.W. line of Greenhill Drive (having a 60 foot width), and from which a 1/2-inch iron rod found marking the southwest corner of said 6.613 acre tract and said Lot 1, Block A bears (L-5) **South 21° 04' 46" East**, at a distance of **166.86 feet**;

THENCE (L-4) **North 21° 04' 46" West**, with the common east R.O.W. line of said Greenhill Drive and the west line of said 6.613 acre tract and said Lot 1, Block A, United Auto Parts Subdivision, a distance of **188.31 feet** to a 1/2-inch iron rod found for the common northwest corner of said 6.613 acre tract and said Lot 1, Block A and said Lot 1, Block A, Green Square and the southwest corner of said Lot 1, Block A, Green Square;

THENCE **North 68° 47' 22" East**, departing the east R.O.W. line of said Greenhill Drive, with the common north line of said 6.613 acre tract and Lot 1, Block A, United Auto Parts Subdivision and the south line of said Lot 1, Block A, Green Square, a distance of **704.20 feet** to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 2.539 acre (110,615 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas.

**Exhibit "A" continued**  
**Description of a 2.539 acre tract**

**Basis of Bearings:** 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.

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-5043 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, Inc. Company  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10051701



See attached Plat No. A-5043  
23563-13/FN03.doc

12-15-2016  
Date

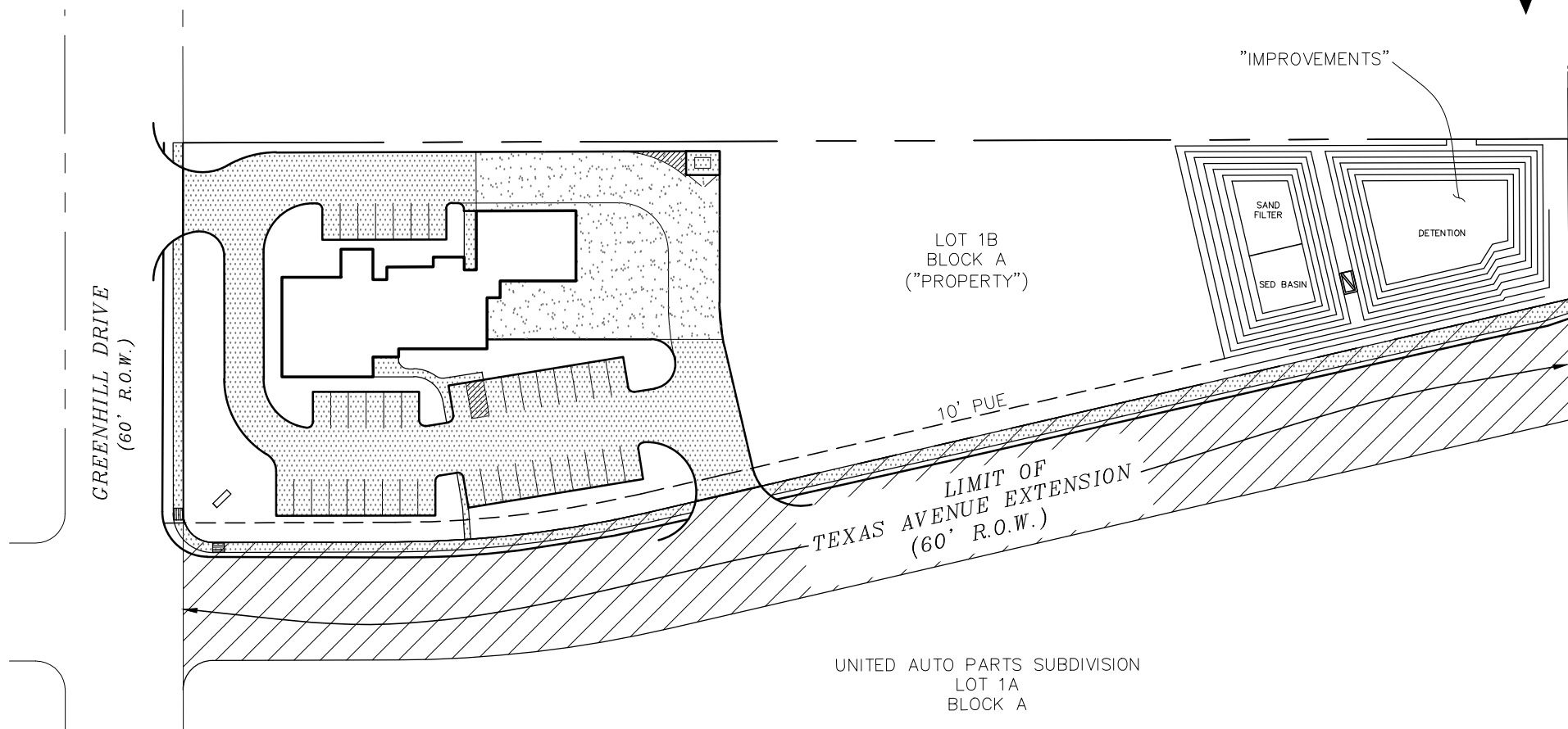
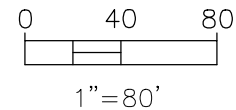


LOCATED IN THE DAVID CURRY SURVEY, ABSTRACT 130,  
AND BEING A PART OF LOT 1, BLOCK A, UNITED AUTO PARTS SUBDIVISION,  
RECORDED IN CABINET EE, SLIDE 206, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS



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





## EXHIBIT B

### UPPER BRUSHY CREEK WCID - FACILITY SITE SCHEMATIC SITE PLAN

UPPER BRUSHY CREEK  
WATER CONTROL AND  
IMPROVEMENT DISTRICT

JULY 11, 2017