

Easement Purchase Agreement

This contract to buy and sell real property interests is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: Greg Attwood, Individually and as Trustee, and Kimberly Attwood

Address: 8015 Sharon Dr.

Leander, Texas 78641

Phone: c/o Nick Laurent, Attorney (512) 478-4995

Buyer: City of Round Rock, a Texas home rule city

Address: 221 E. Main St.

Round Rock, TX 78664

Williamson County

Easement Property:

(1) Subsurface raw water line easement interest in and to those certain four tracts of land consisting of 0.388 acre, more or less, out of the John Stewart Survey, Abstract 735, in Travis County, Texas (Parcel 1); 0.018 acre, more or less, out of the John Stewart Survey, Abstract 735, Travis County, Texas (Parcel 2); 1.249 acres, more or less, out of the John Stewart Survey, Abstract 735 and the Rusk Transportation Survey, Abstract 681, Travis County, Texas (Parcel 16); and 0.494 acre, more or less, out of the John Stewart Survey, Abstract 735, Travis County, Texas (Parcel 106); all being more particularly described by metes and bounds and sketch in Exhibits "A-D", attached hereto and incorporated herein for all purposes.

(2) Temporary monitoring well easement interest in and to 25 square feet of land located in the Rusk Transportation Survey, Abstract 81, Travis County, Texas (Parcel MW); being more particularly described by metes and bounds and sketch in Exhibit "E"; collectively the "Easement Property"

Title Company: Texas National Title

Escrow Agent: Katie Deason

Address: 305 Denali Pass Drive, Suite A
Cedar Park, Texas 78613

Phone: (512) 337-0300

Fax: (512) 853-5810

E-mail: Katie.Deason@TexasNationalTitle.com

Purchase Price:

\$ 54,306.00

County for Performance: Travis County, Texas

A. Closing Documents

A.1. At Closing, Seller will deliver the following items:

Subsurface Raw Water Line Easement &
Temporary Monitoring Well Easement, in the form as described and attached hereto.

A.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

The documents listed in this section A are collectively known as the "Closing Documents."

B. Exhibits

The following are attached to and are made a part of this contract:

Exhibit F - Subsurface Raw Water Line Easement
Exhibit G - Temporary Monitoring Well Easement

C. Purchase and Sale of Property Interests and Additional Consideration

Purchase and Sale Agreement. Seller agrees to sell and convey the Easement Property to Buyer and to construct the access gate and provide clearing necessary for reasonably passable passenger vehicle access along the agreed access route, according to the terms of the Temporary Monitoring Well Easement attached hereto as Exhibit G, and Buyer agrees to buy and pay Seller for the Easement Property and cost of clearing and gate installation. Seller makes no representation or warranty to Grantee with respect to the condition of the Easement Property, whether express, statutory, implied or otherwise, and Buyer expressly disclaims any implied warranty that such easement property is or will be suitable for Buyer's intended purposes. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

D. Closing

D.1. *Closing.* This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

D.1.a. *Closing Documents; Title Company Documents.* The parties will execute and deliver the Closing Documents and any documents required by Title Company.

D.1.b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company.

D.1.c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the easement and the other Closing Documents as directed, and distribute documents and copies in accordance with the parties' written instructions.

D.1.d. Possession. Seller will deliver possession of the Easement Property to Buyer, subject to the Permitted Title Exceptions existing at Closing.

D.2. Transaction Costs

D.2.a. Buyer's Costs. Buyer will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the easement documents; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections required to be cured by Buyer and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A; any other costs expressly required to be paid by Buyer in this contract, including Buyer's attorney's fees and expenses.

D.2.b. Seller's Costs. Seller will pay any costs expressly required to be paid by Seller in this contract, including Seller's attorney's fees and expenses.

D.2.c. Brokers' Commissions. No Broker's commissions or fees will be paid as a part of this transaction and Closing.

D.2.d. Issuance of Title Policy. Buyer will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

E. Default and Remedies

E.1. Specific Performance. Buyer may demand specific performance of this contract.

E.2. Actual Damages. If Seller conveys or encumbers any portion of the Easement Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

E.3. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

E.4. Buyer's Default; Remedies. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer.

E.5. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

F. Miscellaneous Provisions

F.1. *Notices.* Any notice required by or permitted under this contract must be in writing.

F.2. *Entire Agreement.* This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

F.3. *Amendment.* This contract may be amended only by a signed, written agreement.

F.4. *Assignment.* Buyer may assign this contract and Buyer's rights under it.

F.5. *Conflicts.* If there is any conflict between the Closing Documents and this contract, the Closing Documents will control. The representations made by the parties as of Closing survive Closing.

F.6. *Choice of Law; Venue.* This contract is to be construed under the laws of the State of Texas. Venue is in the county for performance.

F.7. *Waiver of Default.* Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.

F.8. *Severability.* If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

F.9. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

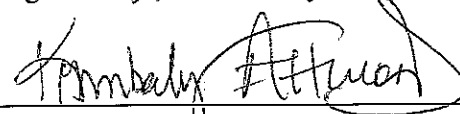
F.10. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

F.11. *Binding Effect.* This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER:



Greg Attwood, Individually and as Trustee



Kimberly Attwood


BUYER:

City of Round Rock, a Texas home rule city

By: _____

Its _____

Agreed to and Acknowledged by the Brushy Creek Regional Utility Authority (BCRUA)



By: Karen Bondy, General Manager

Title Company acknowledged receipt of a copy of this contract executed by both Buyer and Seller.

By: _____

Name: _____

Title: _____

Date: _____



**50 FOOT WIDE (0.388 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.388 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT "C", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.388 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A POINT IN THE NORTH LINE OF SAID 1.43 ACRE TRACT, AND THE SOUTH LINE OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B", IN SAID DEED TO GREG ATTWOOD, TRUSTEE, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 1.43 ACRE TRACT BEARS N 61°33'54" W – 71.21';

THENCE S 61°33'54" E – 50.01' WITH THE COMMON LINE BETWEEN SAID 1.43 ACRE TRACT AND SAID 4.526 ACRE TRACT TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT AND SAID 1.43 ACRE TRACT;

THENCE WITH THE COMMON LINE BETWEEN SAID 1.43 ACRE TRACT AND A CALLED 0.37 ACRE TRACT, DESCRIBED IN EXHIBIT D, (EASEMENT TRACT), IN SAID DEED TO GREG ATTWOOD, TRUSTEE, THE FOLLOWING TWO (2) CALLS:

1. **S 27°35'05" W – 292.01'** TO A POINT FOR ANGLE,
2. **S 50°28'05" W – 66.86'** TO A 1/2" IRON ROD FOUND IN THE NORTH LINE OF A CALLED 0.788 ACRE TRACT DESCRIBED IN A DEED TO GREG ATTWOOD, OF RECORD IN T.C.C.D. 2000034314 OF THE O.P.R.T.C.T., AT THE SOUTHEAST CORNER OF SAID 1.43 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT;

THENCE N 61°36'46" W – 24.00' WITH THE COMMON LINE BETWEEN SAID 1.43 ACRE TRACT AND SAID 0.788 ACRE TRACT TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH AN "X" PLACED IN CONCRETE AT THE WEST CORNER OF SAID 1.43 ACRE TRACT BEARS N 61°36'46" W – 229.26';


THENCE N 27°35'05" E – 354.02 THROUGH THE INTERIOR OF SAID 1.43 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.388 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: NOVEMBER 8, 2017

RELEASED: JANUARY 18, 2018,


WARREN L. SIMPSON, R.P.L.S. 4122

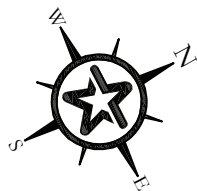


PROJ NO. 3-00619

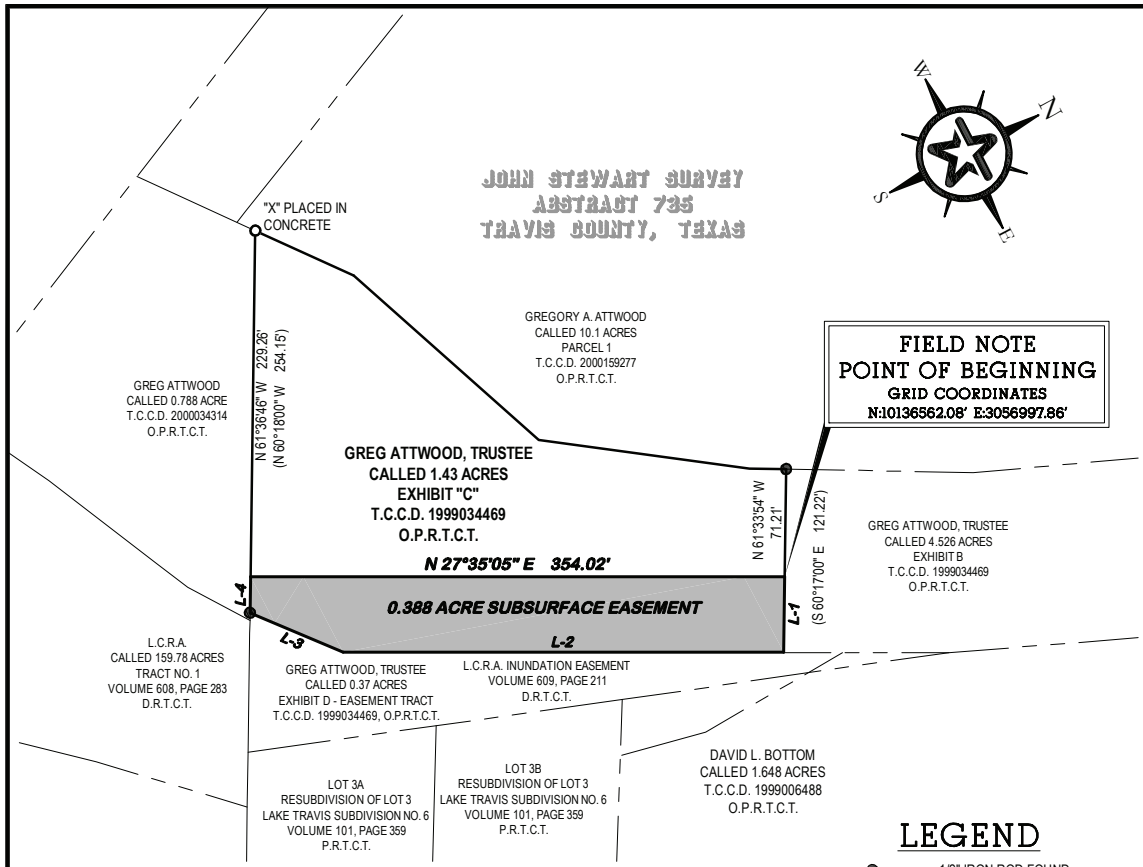
PLAT NO. A1-1371

FIELD NOTE NO. 001

MAP CHECKED: 01/09/2018-JBM



JOHN STEWART SURVEY
ABSTRACT 735
TRAVIS COUNTY, TEXAS



**FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10136562.08' E:3056997.86'**

LINE	DIRECTION	LENGTH
L-1	S 61° 33' 54\"/>	

- LEGEND**
- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
 - () = DEED CALLS
 - P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
 - T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
 - D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
 - O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
 - L.C.R.A. = LOWER COLORADO RIVER AUTHORITY
 - ▨ = EASEMENT AREA

SURVEYOR'S NOTES:

SURVEYED: NOVEMBER 08, 2017
RELEASE DATE: JANUARY 18, 2018

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

50 FOOT WIDE (0.388 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

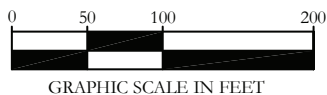
EXHIBIT
OF A 50 FOOT WIDE (0.388 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 143 ACRE TRACT DESCRIBED IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

Warren L. Simpson
WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com



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Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10194317



PLAT NO. A1-1371 PROJ. NO. 3-00619 DRAFTED 12/27/17
TAB NA F/N NO. 001 FB/PAGE 3-4/48 DRAWN BY JBM
DWG. NAME: 3-00619ESMT-PARCEL MAP CHK'D 12/27/17
001-ATTWOOD.DWG

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 001-ATTWOOD.DWG, 8.5X14-NO CERT, 1/18/2018 2:35:49 PM, jmontemayor, 1:1



**0.018 ACRE
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.018 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 0.788 ACRE TRACT DESCRIBED IN A DEED TO GREG ATTWOOD, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2000034314 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.018 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A POINT IN THE NORTHEAST LINE OF SAID 0.788 ACRE TRACT AND THE SOUTHWEST LINE OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT "C", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN T.C.C.D. 1999034469, OF THE O.P.R.T.C.T., FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH AN "X" PLACED IN CONCRETE AT THE NORTH CORNER OF SAID 0.788 ACRE TRACT BEARS N 61°36'46" W – 229.26';

THENCE S 61°36'46" E – 24.00' WITH THE COMMON LINE BETWEEN SAID 0.788 ACRE TRACT AND SAID 1.43 ACRE TRACT TO A 1/2" IRON ROD FOUND AT THE SOUTH CORNER OF SAID 1.43 ACRE TRACT AND THE WEST CORNER OF A CALLED 0.37 ACRE EASEMENT DESCRIBED IN EXHIBIT D, IN SAID DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN T.C.C.D. 1999034469 OF THE O.P.R.T.C.T.

THENCE S 61°36'46" E – 5.15' WITH THE COMMON LINE BETWEEN SAID 0.788 ACRE TRACT AND SAID 0.37 ACRE EASEMENT TO A POINT FOR THE EAST CORNER OF SAID 0.788 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT;

THENCE WITH THE SOUTHEAST LINE OF SAID 0.788 ACRE TRACT, AND THROUGH THE INTERIOR OF A CALLED 159.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), THE FOLLOWING TWO (2) CALLS:

1. **S 55°36'57" W – 46.76'** TO A POINT FOR ANGLE,
2. **S 65°15'10" W – 11.49'** TO A POINT FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH THE SOUTH CORNER OF SAID 0.788 ACRE TRACT BEARS S 65°15'10" W – 104.40, S 61°32'12" W – 77.48' AND FROM SAID SOUTH CORNER A 1/2" IRON ROD FOUND AT THE WEST CORNER OF SAID 0.788 ACRE TRACT BEARS N 24°40'54" W – 199.93';

THENCE THROUGH SAID 0.788 ACRE TRACT, THE FOLLOWING TWO (2) CALLS:

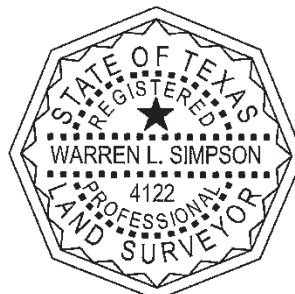
- 1) **AN ARC LENGTH OF 19.36'**, WITH A CURVE TO RIGHT, HAVING A RADIUS OF 1225.00', A CENTRAL ANGLE OF 00°54'20" AND A CHORD WHICH BEARS N 27°07'55" E – 19.36', TO A POINT AT THE END OF SAID CURVE,
- 2) **N 27°35'05" E – 31.42'**, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.018 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

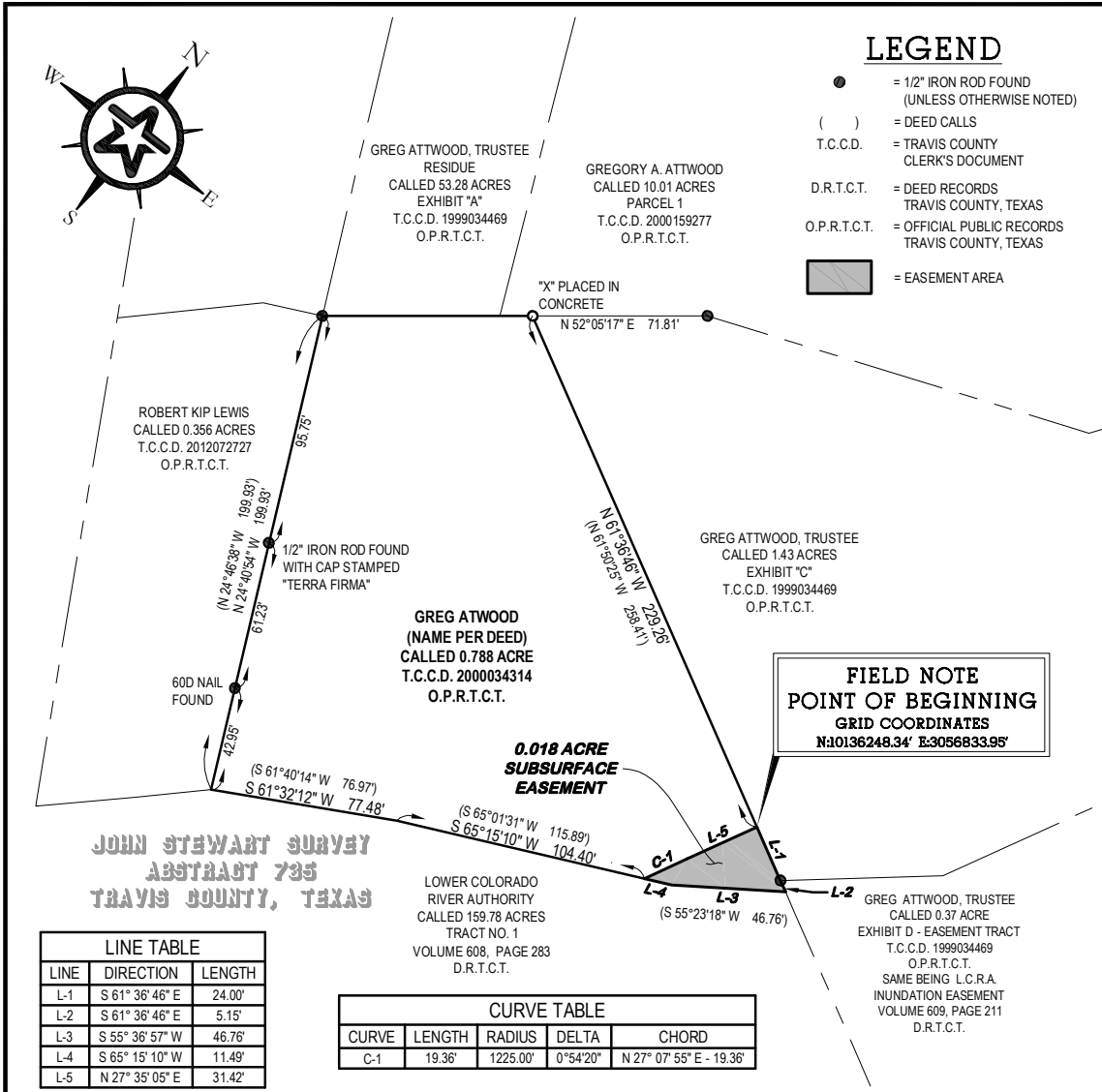
SURVEYED: NOVEMBER 8, 2017
RELEASED: JANUARY 18, 2018


WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1372
FIELD NOTE NO. 002
MAP CHECKED: 01/09/2018-JBM

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SURVEYOR'S NOTES:

SURVEYED: NOVEMBER 08, 2017

RELEASE DATE: JANUARY 18, 2018

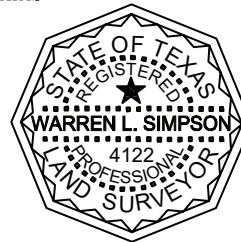
FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

0.018 ACRE SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

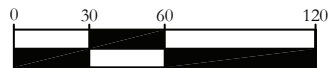
Warren L. Simpson
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Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10194317



GRAPHIC SCALE IN FEET

PLAT NO. A1-1372 PROJ. NO. 3-00619 DRAFTED 12/28/17
TAB NA F/N NO. 002 FB/PAGE 3-4/48 DRAWN BY JBM
DWG. NAME: 3-00619ESMT-PARCEL 002 - ATTWOOD.DWG MAP CHK'D 12/28/17



**50 FOOT WIDE (1.249 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND
THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (1.249 ACRE) STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 53.28 ACRE TRACT DESCRIBED IN EXHIBIT "A", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), OF WHICH IS A PORTION OF LOT 6, LAKE TRAVIS SUBDIVISION NO. 6, OF RECORD IN VOLUME 4, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 1.249 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED "CS LTD" FOUND IN THE EAST LINE OF THE REMAINDER OF SAID 53.28 ACRE TRACT, MARKING THE NORTHWEST CORNER OF LOT 5, BLOCK A, GATE HOLLOW ESTATES ADDITION, OF RECORD IN T.C.C.D. 200600049 OF SAID O.P.R.T.C.T., BEING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE S 08°44'10" E – 58.16' WITH THE EAST LINE OF THE REMAINDER OF SAID 53.28 ACRE TRACT AND THE WEST LINE OF SAID LOT 5, TO A POINT AT THE MOST NORTHERLY EAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "CS LTD" FOUND MARKING THE SOUTHWEST CORNER SAID LOT 5 BEARS S 08°44'10" E – 145.07';

THENCE THROUGH THE INTERIOR OF THE REMAINDER OF SAID 53.28 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **S 50°32'26" W – 50.18'** TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2. **AN ARC LENGTH OF 565.09'** WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00', A CENTRAL ANGLE OF 27°33'19" AND A CHORD WHICH BEARS S 36°45'47" W – 559.66' TO THE END OF SAID CURVE,
3. **S 22°59'07" W – 422.43'**, TO A POINT AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN A NORTH LINE OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B" IN SAID DEED TO GREG ATTWOOD, TRUSTEE AND A SOUTH LINE OF THE REMAINDER OF SAID 53.28 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE BEARS N 69°47'15" E – 127.94';

THENCE S 69°47'15" W – 68.59' WITH THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND THE REMAINDER OF SAID 53.28 ACRE TRACT TO A POINT AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE BEARS S 69°47'15" W – 36.53';

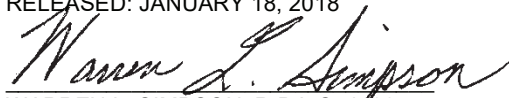
THENCE THROUGH THE INTERIOR OF THE REMAINDER OF SAID 53.28 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **N 22°59'07" E – 469.38'** TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. **AN ARC LENGTH OF 589.14'** WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.00', A CENTRAL ANGLE OF 27°33'19" AND A CHORD WHICH BEARS N 36°45'47" E – 583.48' TO THE END OF SAID CURVE,
3. **N 50°32'26" E – 79.89'**, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 1.249 ACRES OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: OCTOBER 11, 2017
RELEASED: JANUARY 18, 2018

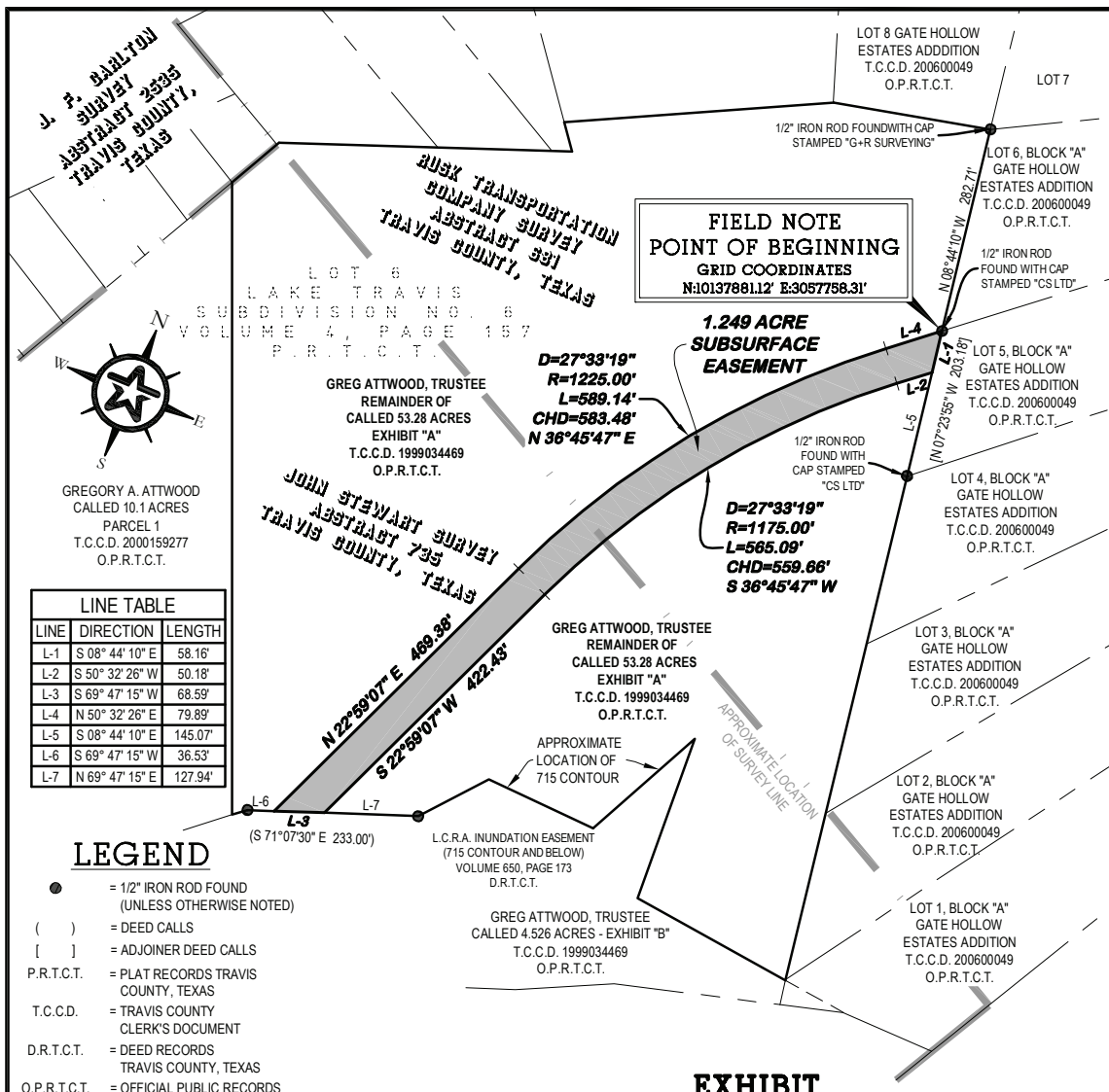


WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1374
FIELD NOTE NO. 16
MAP CHECKED: 1/9/2018-JBM

BCRUA 016
GREG ATTWOOD, TRUSTEE



FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10137881.12' E:3057758.31'

1.249 ACRE
SUBSURFACE
EASEMENT

D=27°33'19"
R=1225.00'
L=589.14'
CHD=583.48'
N 36°45'47" E

D=27°33'19"
R=1175.00'
L=565.09'
CHD=559.66'
S 36°45'47" W

LINE	DIRECTION	LENGTH
L-1	S 08° 44' 10" E	58.16'
L-2	S 50° 32' 26" W	50.18'
L-3	S 69° 47' 15" W	68.59'
L-4	N 50° 32' 26" E	79.89'
L-5	S 08° 44' 10" E	145.07'
L-6	S 69° 47' 15" W	36.53'
L-7	N 69° 47' 15" E	127.94'

LEGEND

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- [] = ADJOINER DEED CALLS
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- L.C.R.A. = LOWER COLORADO RIVER AUTHORITY
- = EASEMENT AREA

SURVEYOR'S NOTES:

SURVEYED: OCTOBER 11, 2017
RELEASE DATE: JANUARY 18, 2018

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

50' FOOT WIDE (1.249 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681 IN TRAVIS COUNTY, TEXAS.

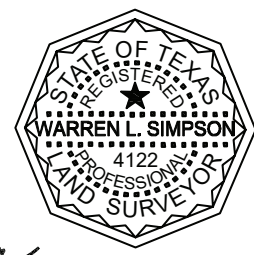
THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

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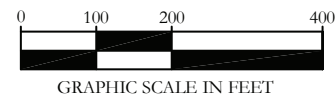
EXHIBIT

OF A 50 FOOT WIDE (1.249 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 53.28 ACRE TRACT DESCRIBED IN EXHIBIT "A", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, OF WHICH IS A PORTION OF LOT 6, LAKE TRAVIS SUBDIVISION NO. 6, OF RECORD IN VOLUME 4, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY TEXAS.



Warren L. Simpson
WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com

Walker Partners
engineers ★ surveyors
804 Las Cimas Pkwy., Suite 150 • Austin, Texas 78746
Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10194317



PLAT NO. A1-1374 PROJ. NO. 3-00619 DRAFTED 01/09/18
TAB NA F/N NO. 016 FB/PG 3-4/28 DRAWN BY JBM
DWG. NAME: 3-00619ESMT-PARCEL 016 - ATTWOOD.DWG MAP CHK'D 01/09/18

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 016 - ATTWOOD.DWG, 8.5X14-NO CERT, 1/18/2018 2:48:47 PM, jmontemayor, 1:1



**50 FOOT WIDE (0.494 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (0.494 ACRE) STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.494 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING, MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A POINT IN THE SOUTH LINE OF SAID 4.526 ACRE TRACT AND THE NORTH LINE OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT "C", IN SAID DEED TO GREG ATTWOOD, TRUSTEE, AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 4.526 ACRE TRACT BEARS N 61°33'54" W – 71.21';

THENCE THROUGH THE INTERIOR OF SAID 4.526 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **N 27°35'05" E – 66.25'** TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2. **AN ARC LENGTH OF 94.32'** WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00', A CENTRAL ANGLE OF 04°35'58" AND A CHORD WHICH BEARS N 25°17'06" E – 94.30' TO A POINT AT THE END OF SAID CURVE,
3. **N 22°59'07" E – 244.31'**, TO A POINT AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN A NORTH LINE OF SAID 4.526 ACRE TRACT AND A SOUTH LINE OF THE REMAINDER OF A CALLED 53.28 ACRE TRACT DESCRIBED IN EXHIBIT "A", IN SAID DEED TO GREG ATTWOOD, TRUSTEE, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN THE NORTH LINE OF SAID 4.526 ACRE TRACT BEARS S 69°47'15" W – 36.53';

THENCE N 69°47'15" E – 68.59' WITH THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND THE REMAINDER OF SAID 53.28 ACRE TRACT TO A POINT AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN THE NORTH LINE OF THE 4.526 ACRE TRACT BEARS N 69°47'15" E – 127.94';

THENCE THROUGH SAID 4.526 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **S 22°59'07" W – 291.26'** TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. **AN ARC LENGTH OF 98.34'** WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.00', A CENTRAL ANGLE OF 04°35'58" AND A CHORD WHICH BEARS S 25°17'06" W – 98.31' TO A POINT AT THE END OF SAID CURVE,
3. **S 27°35'05" W – 67.00'** TO A POINT IN THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND SAID 1.43 ACRE TRACT, AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH THE SOUTHEAST CORNER OF SAID 4.526 ACRE TRACT BEARS S 61°33'54" E – 0.61' AND FROM SAID SOUTHEAST CORNER A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF A CALLED 1.648 ACRE TRACT DESCRIBED IN A DEED TO DAVID L. BOTTOM, OF RECORD IN T.C.C.D. 1999006488 OF THE O.P.R.T.C.T. BEARS N 27°27'30" E – 109.83' AND N 23°08'42" E – 159.40';

THENCE N 61°33'54" W – 50.01' WITH THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND SAID 1.43 ACRE TRACT, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 0.494 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: NOVEMBER 8, 2017
RELEASED: JANUARY 18, 2018

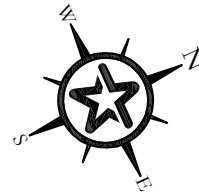

WARREN L. SIMPSON, R.P.L.S. 4122



PROJ NO. 3-00619
PLAT NO. A1-1373
FIELD NOTE NO. 106
MAP CHECKED: 01/09/2018-JBM

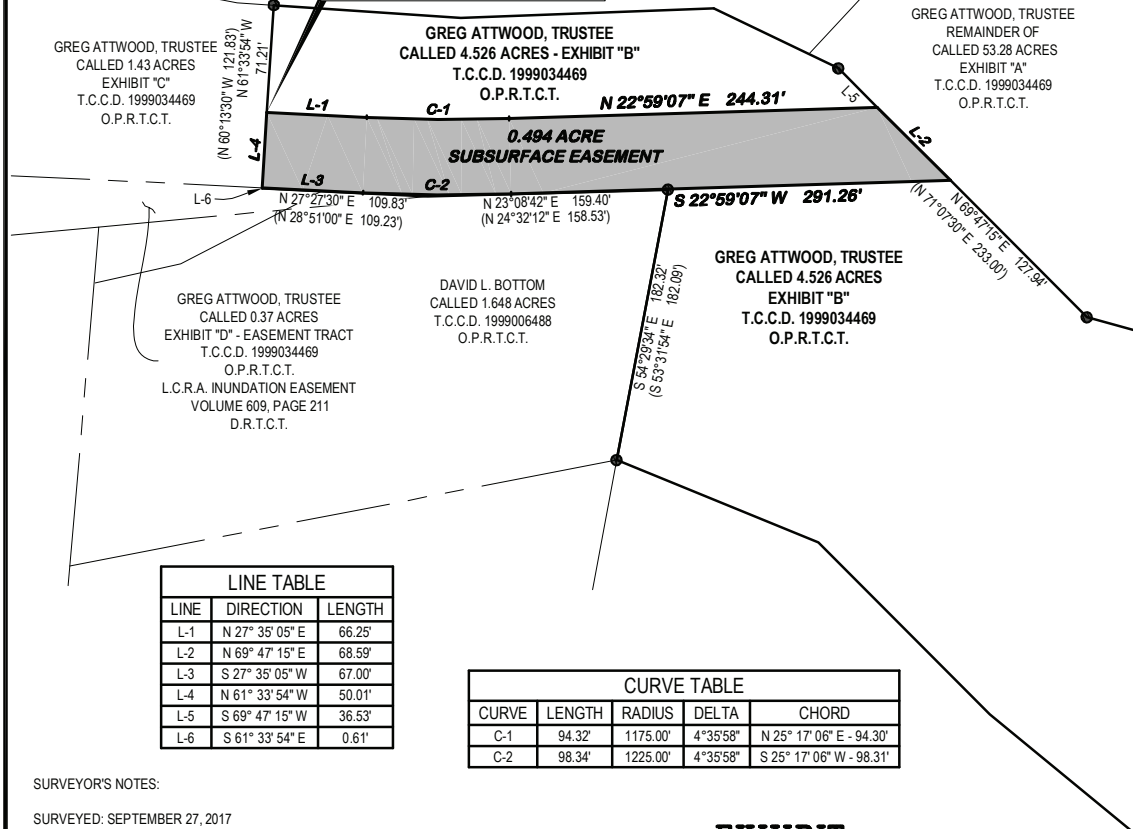
LEGEND

- = 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- L.C.R.A. = LOWER COLORADO RIVER AUTHORITY
- ▭ = EASEMENT AREA



GREGORY A. ATTWOOD
CALLED 10.1 ACRES
PARCEL 1
T.C.C.D. 2000159277
O.P.R.T.C.T.

FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10136562.08' E:3086997.86'



LINE	DIRECTION	LENGTH
L-1	N 27° 35' 05" E	66.25'
L-2	N 69° 47' 15" E	68.59'
L-3	S 27° 35' 05" W	67.00'
L-4	N 61° 33' 54" W	50.01'
L-5	S 69° 47' 15" W	36.53'
L-6	S 61° 33' 54" E	0.61'

CURVE	LENGTH	RADIUS	DELTA	CHORD
C-1	94.32'	1175.00'	4°35'58"	N 25° 17' 06" E - 94.30'
C-2	98.34'	1225.00'	4°35'58"	S 25° 17' 06" W - 98.31'

SURVEYOR'S NOTES:

SURVEYED: SEPTEMBER 27, 2017

RELEASE DATE: JANUARY 18, 2018

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

50' WIDE (0.494 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

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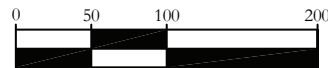
EXHIBIT

OF A 50 FOOT WIDE (0.494 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

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Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10194317



GRAPHIC SCALE IN FEET

PLAT NO. A1-1373 PROJ. NO. 3-00619 DRAFTED 01/09/18
TAB NA F/N NO. 106 FB/PG 3-4/19 DRAWN BY JBM
DWG. NAME: 3-00619ESMT-PARCEL 106 - ATTWOOD.DWG MAP CHK'D 01/09/18

EXHIBIT "E"

Brushy Creek
Regional Utility Authority

Monitory Well No. 2 Easement
Rusk Transportation Survey
Abstract No. 81

METES & BOUNDS DESCRIPTION OF A TRACT CONTAINING 25 SQUARE FEET OF LAND LOCATED IN THE RUSK TRANSPORTATION SURVEY, ABSTRACT No. 81, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF LOT 6, LAKE TRAVIS SUBDIVISION No. 6 RECORDED IN VOLUME 4, PAGE 157 OF THE TRAVIS COUNTY PLAT RECORDS (T.C.P.R.). SAID 25 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found (with plastic cap stamped "CS LTD") (N=10,138,998.24; E=3,058,186.73) marking the northwesterly corner of said Lot 4, Block "A", Gate Hollow Estates Addition as recorded under C.F. No. 200600049 of the Official Records of Travis County, Texas;


THENCE, S 84°51'01" W, a distance of 321.21 feet to a calculated marking the **POINT OF BEGINNING** and northeasterly corner of the herein described tract (N=10,138,969.40; E=3,057,866.81), from which a 1/2-inch iron rod found marking the southwesterly corner of said Lot 4, Block "A", Gate Hollow Estates Addition bears S 60°09'23" E, 409.84 feet;

THENCE, South, a distance of 5.00 feet to a calculated point marking the southeasterly corner of the herein described tract;

THENCE, West, a distance of 5.00 feet to a calculated point marking the southwesterly corner of the herein described tract;

THENCE, North, a distance of 5.00 feet to a calculated point marking the southwesterly corner of the herein described tract;

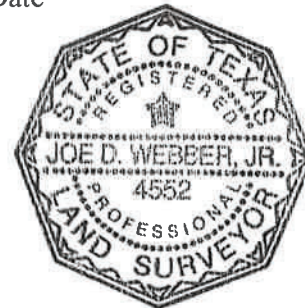
THENCE, East, a distance of 5.00 feet to the **POINT OF BEGINNING** of the herein described tract containing 25 Square Feet of land, more or less.



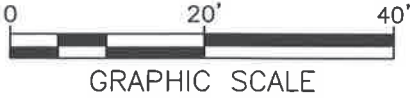
Joe D. Webber, Jr., RPLS
Texas Registration No. 4552
Project Manager / Senior Staff
Surveying And Mapping, LLC (SAM)

12-11-2015

Date

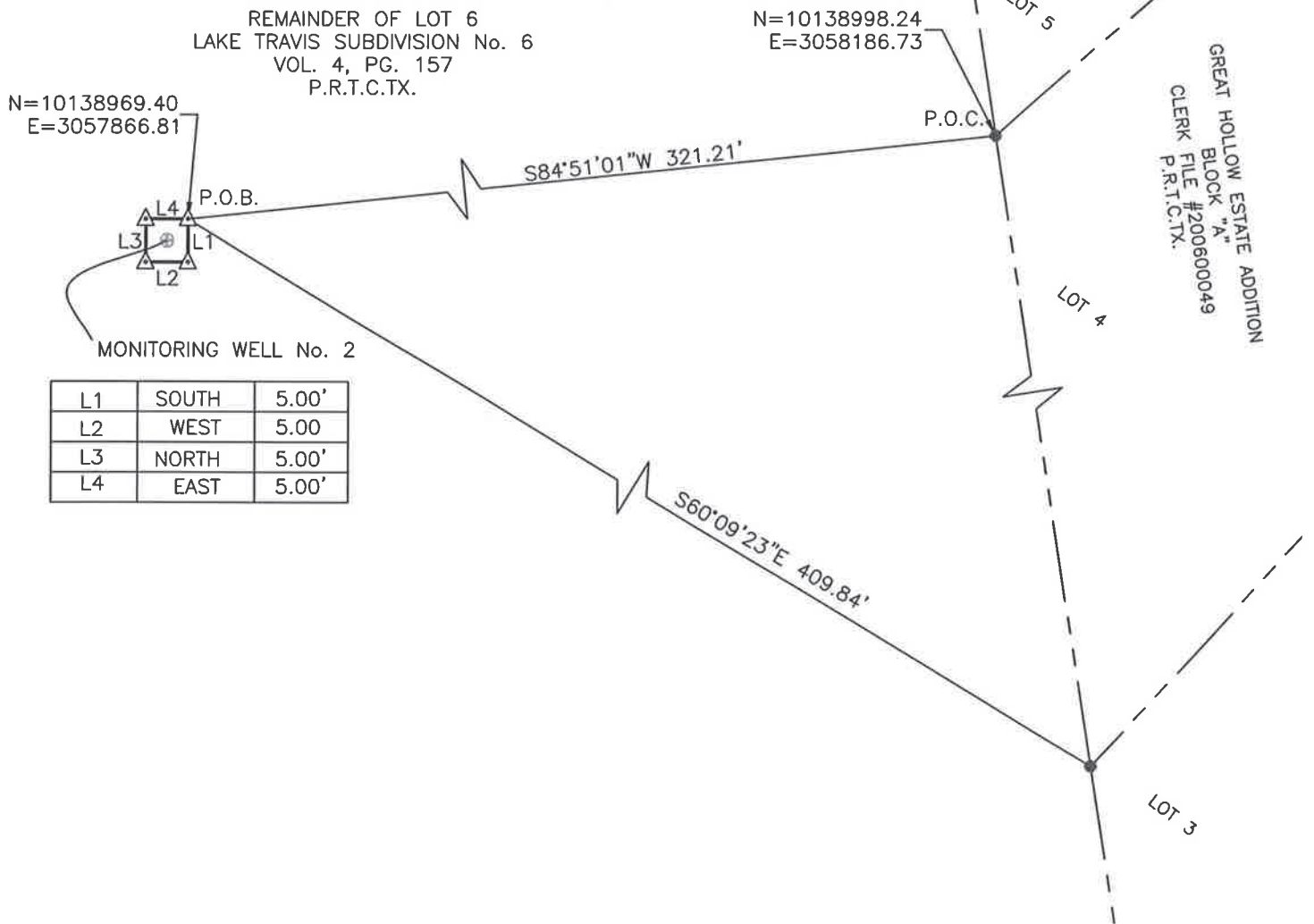


25 SQUARE FOOT EASEMENT
 RUSK TRANSPORTATION SURVEY
 ABSTRACT NO. 81
 TRAVIS COUNTY, TEXAS



LEGEND

- 1/2" CAPPED IRON ROD FOUND "CS LTD"
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



REVIEWED BY:

JOB NUMBER: 1014035187
DATE: 12-11-2015
SCALE: 1"=20'
SURVEYOR: J. WEBBER
TECHNICIAN: M. MARKHAM
DRAWING: 35187 EASEMENTS
TRACT ID: WELL No. 2
PARTY CHIEF: B. ROY
FIELD BOOKS:



4801 Southwest Parkway
 Building Two, Suite 100
 Austin Texas, 78735
 Ofc: 512.447.0575
 Fax: 512.326.3029
 email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: BRUSHY CREEK
 REGIONAL UTILITY AUTHORITY

SHEET 2
 OF 2

EXHIBIT "F"

SUBSURFACE RAW WATER LINE EASEMENT

BCRUA Phase II Intake Tunnel

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

DATE: _____, 2019

GRANTOR: Greg Attwood, Individually and as Trustee, and Kimberly Attwood

GRANTOR'S MAILING ADDRESS: 8015 Sharon Road
Volente, Texas 78641
Travis County

GRANTEE: City of Round Rock, a Texas home rule city

GRANTEE'S MAILING ADDRESS: 221 E. Main St.
Round Rock, TX 78664
Williamson County

CONSIDERATION: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Easement Property: that certain tract of land consisting of 2.149 acres, more or less, out of the John Stewart Survey, Abstract 735, and the Rusk Transportation Company Survey, Abstract 681, in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibits "A-D", attached hereto and incorporated herein for all purposes (the "Easement Property"); and

SUBSURFACE EASEMENT GRANT:

Grantor, for the consideration paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent and exclusive subsurface easement under the Easement Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The subsurface easement, rights, and privileges herein granted shall be used for the purposes of boring, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, cleaning, changing, modifying, or repairing subsurface raw water intake facilities, including but not limited to bored tunnels, liners, pipelines, and any other necessary or desirable appurtenances thereto; provided, however, that Grantee's rights in the Easement Property shall be limited solely to that part of the subsurface lying at or below 550' msl. Grantee also acknowledges that it shall be responsible for the reasonable market value of repairing or paying to repair any damage or subsidence caused to the surface of Grantor's property, including but not limited to Grantor's residential improvements constructed thereon, which are directly and proximately caused by the construction or installation of Grantee's subsurface raw water intake facilities contemplated herein, or other uses of the Easement Property which are outside of the rights conveyed herein.

Parcel No. 1,2,16,106

In no event shall Grantee have the right to use the surface of the Easement Property for drilling, boring, excavation, or any other use, and Grantee shall not place or construct any above-ground facilities or appurtenances whatsoever upon the surface of the Easement Property.

RIGHTS AND RESERVATIONS OF GRANTOR:

Grantor shall retain all existing rights to use the surface of the Easement Property for any and all purposes which do not endanger or unreasonably interfere with the rights of Grantee, including without limitation the right to place buildings or other permanent structures on the surface of the Permanent Easement. Construction or installation of subsurface well facilities of any kind within the Easement Property is specifically prohibited.

Grantor expressly reserves all water, oil, gas, and other minerals owned by Grantor, in, on, and under the Easement Property, provided that Grantor shall not be permitted to drill or excavate for water, oil, gas and minerals from the surface of the Easement Property, but Grantor may extract water, oil, gas, or other minerals from and under the Easement Property by directional drilling originated outside of the Easement Property, or other means which do not unreasonably interfere with or disturb the rights granted to Grantee herein.

EXCLUSIVITY:

Grantee's easement rights within the subsurface of the Easement Property (at or below 550' msl for the Easement Property) shall be exclusive.

SUCCESSORS AND ASSIGNS; TERMINATION:

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their heirs, successors, and assigns.

WARRANTY:

Subject to existing matters of record affecting the Easement Property, Grantor warrants and shall forever defend this Subsurface Easement to Grantee against anyone lawfully claiming or to claim the Permanent Easement or any part thereof when the claim is by, through or under Grantor, but not otherwise. Grantor makes no representation or warranty to Grantee with respect to the condition of the easement property, whether express, statutory, implied or otherwise, and Grantor expressly disclaims any implied warranty that such easement property is or will be suitable for Grantee's intended purposes.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the terms "Grantee" and "Grantor" include their respective employees, agents, subsidiaries, officers, servants, contractors, successors and assigns.

GRANTOR:

Greg Attwood, Individually and as Trustee

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2019, by **Greg Attwood**, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

GRANTOR:

Kimberly Attwood

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2019, by **Greg Attwood**, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

After recording return to:

Cobb, Fendley & Associates, Inc. / Right of Way Department
505 E. Huntland Drive, Suite 100
Austin, TX 78752

GRANTOR:

GREGORY A. ATTWOOD, Individually and as
Trustee

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20 ____, by Gregory A. Attwood, Individually and as Trustee, in the capacity and for the purposes
and consideration recited herein.

Notary Public, State of Texas

GRANTOR:

KIMBERLY ATTWOOD

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by Kimberly Attwood, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

**ACCEPTED AND AGREED BY GRANTEE:
City of Round Rock, Texas, on behalf of the
Brushy Creek Regional Utility Authority
(BCRUA)**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, the _____ of City of Round Rock, Texas, on behalf of the
Brushy Creek Regional Utility Authority (BCRUA).

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cobb, Fendley & Associates, Inc.
Right of Way Department
505 E. Huntland Dr., Suite 100
Austin, TX 78752

EXHIBIT "G"

TEMPORARY MONITORING WELL EASEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Date: _____, 20__

Grantor: GREGORY A. ATTWOOD, Individually and as Trustee,
and KIMBERLY ATTWOOD

Grantor's Mailing Address: 8015 SHARON DR.
LEANDER, TEXAS 78641, TRAVIS COUNTY

Grantee/Holder: CITY OF ROUND ROCK, a Texas home rule city

Grantee's Mailing Address: 221 E. MAIN STREET
ROUND ROCK, TEXAS 78664

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described with particularity by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

Easement Purpose: For the maintenance, operation of and access to a single (one only) monitoring well which has previously been installed by Grantee on the Easement Property, hereinafter referred to as the "Well."

Consideration: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Reservations from Conveyance: NONE

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, and liens, if any, relating to the Easement Property, to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Travis County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Well, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns during the term hereof. Grantor binds Grantor and Grantor's heirs,

successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are exclusive and irrevocable, except as herein provided.

2. *Duration of easement.* Unless extended by agreement of the parties, the Easement shall terminate and be of no further force and effect on the earlier of (1) the completion and acceptance of the construction and installation of the BCRUA Phase 2 Raw Water Delivery System Project, or (3) January 1, 2030. Upon termination of the Easement, Holder shall at its sole cost within ninety (90) days of such termination perform all actions required to abandon the Well in accordance with the standards and regulations set by the Texas Commission on Environmental Quality, or its successor, then in effect, and shall remove any surface improvements and restore the surface to a naturally vegetated condition.

3. *Access to Easement Property.* Upon 24 hours prior notice by phone or e-mail as provided to Grantor pursuant to the Notices provision contained herein, or at other time agreed to between the parties, Grantor will allow access to the wellhead by licensed professionals acting as agents of Buyer for the purpose of measuring water level or water quality according to standard procedures and practices. Access to the well for water level and water quality measurements will occur not more than once per month for routine maintenance and inspection.

As part of this easement grant, Holder shall have the reasonable right of access as depicted in Exhibit B attached hereto. Holder may deviate slightly from the route depicted on Exhibit B if needed for access to the Well. Within 30 days after execution of this Easement Grantor shall at Holder's sole cost and expense (a) install a gate where the access route intersects with Sharon Road, and (b) provide any clearing necessary for reasonably passable passenger vehicle access along the route depicted on Exhibit B. Grantor shall have the absolute right of access to the access route depicted in Exhibit B through any gate installed by Holder or otherwise and Grantor may place Grantor's own lock on the gate using the interlocking or other similar method to ensure Holder maintains access as well. Grantor shall have the right to subsequently improve the gate/entrance where the access route intersects at Sharon Road at Grantor's sole cost and expense provided Grantor allows Holder reasonable access at all times. Such access shall specifically be limited to direct ingress and egress to and from the Easement Property, and according to the following locations, methods, and restrictions:

(a) By using only existing access roads and lanes on the property of Grantor which provide the most direct route to access the Easement Property as depicted in Exhibit B, and which otherwise limit any impact to or crossing of other portions of Grantor's remaining property.

(b) In accessing the Easement Property Grantee, its contractors or agents shall not vary from the most direct method or path of available ingress or egress, or otherwise cross or use portions of Grantee's remaining property outside of such path or purpose for any reason.

(c) Grantee shall provide reasonable advance notice to Grantor of its intent to provide non-routine maintenance or monitoring of the Well.

(d) If after the date of this easement any portion of the remaining property of Grantor becomes part of a legally approved and recorded subdivision, Grantee agrees to provide reasonable cooperation to partially release from the terms of the easement any portions of the platted lots which are reasonably determined to be unnecessary for continued access to the Easement Property as set out herein.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Well will be at the sole expense of Holder. Holder has the right, following thirty (30) days' notice and opportunity to cure, to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, and cap the Well within the Easement Property, as well as to install, maintain, replace, and remove devices necessary to utilize the Well for the stated purpose. All matters concerning the Well and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this Easement, however, Holder shall specifically be prohibited from the construction of any additional above grade improvements at the Well site which were not existing as part of the of initial well facility installation, without prior approval from Grantor.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Indemnity.* Grantee shall, to the fullest extent allowed by law, indemnify Grantor, its successors and assigns, from any and all liability of any nature which may arise as a result of the prior installation or construction, and the operation and maintenance, by Grantee of the Well.

7. *Binding Effect.* This Easement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns. Grantee may not assign a portion of the rights granted under this Easement unless it assigns all of its rights under this Easement. This Easement and the rights granted hereunder, may only be assigned by Grantee to another public entity which operates, or plans to operate, a water tunnel or water supply system which acquires, or plans to acquire, an easement for such purpose across the Property. Grantee shall notify Grantor at least thirty (30) days in advance of any proposed assignment of this Easement and such notice shall include an address and contact information for a representative of such assignee.

8. *Choice of Law.* This Easement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is agreed to be in Travis County, Texas for all purposes.

9. *Counterparts.* This Easement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this Easement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Easement and all transactions contemplated by this Easement.

12. *Integration.* This Easement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Easement.

13. *Legal Construction.* If any provision in this Easement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement will be construed as if the unenforceable provision had never been a part of the Easement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Easement are for reference only and are not intended to restrict or define the text of any section. This Easement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted hereunder must be in writing and any notice required will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown herein. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Easement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

EXECUTED THIS _____ DAY OF _____, 20____.

[signature pages follow]

GRANTOR:

GREGORY A. ATTWOOD, Individually and as
Trustee

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20 ____, by Gregory A. Attwood, Individually and as Trustee, in the capacity and for the purposes
and consideration recited herein.

Notary Public, State of Texas

GRANTOR:

KIMBERLY ATTWOOD

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by Kimberly Attwood, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

**ACCEPTED AND AGREED BY GRANTEE:
City of Round Rock, Texas, on behalf of the
Brushy Creek Regional Utility Authority
(BCRUA)**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

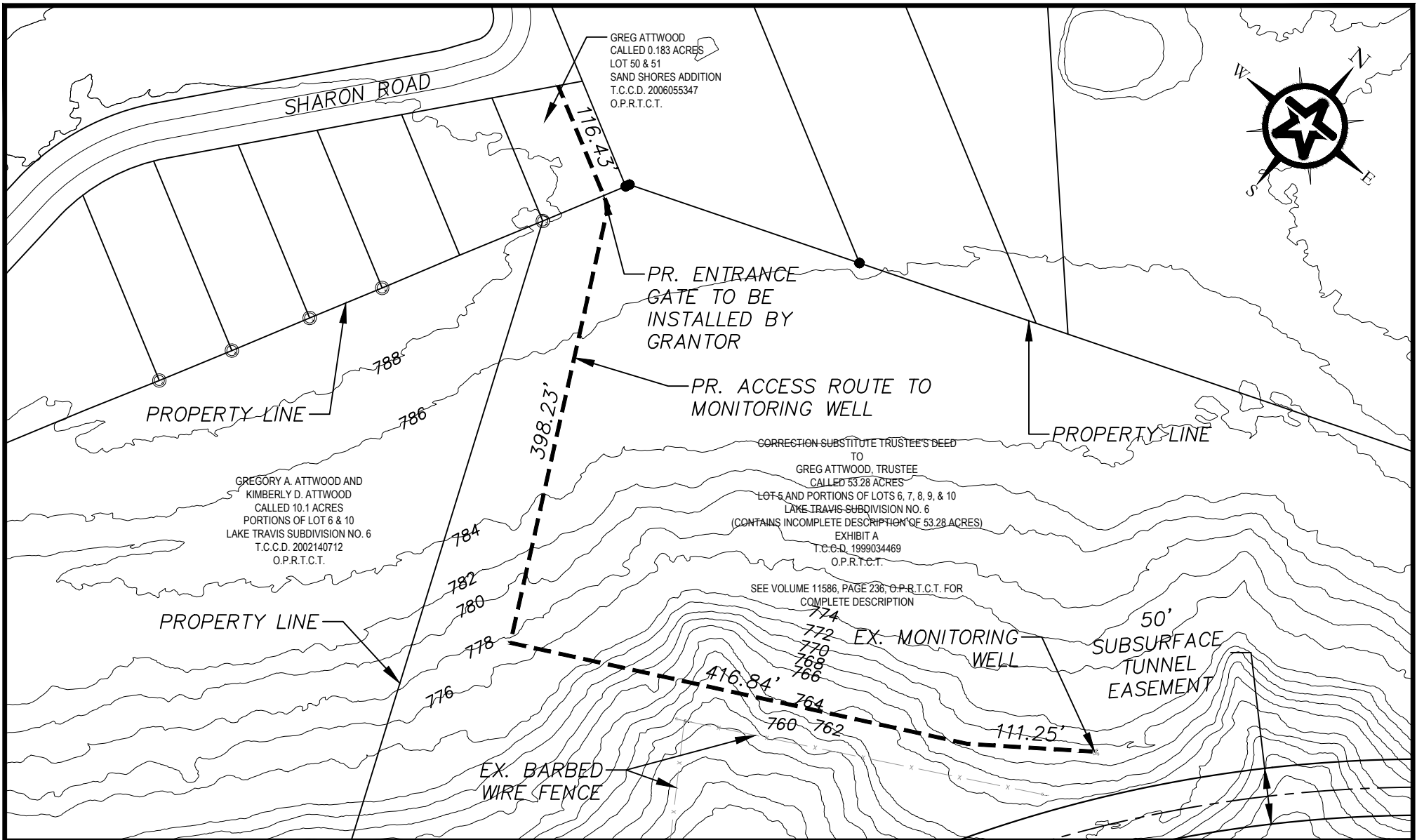
STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, the _____ of City of Round Rock, Texas, on behalf of the
Brushy Creek Regional Utility Authority (BCRUA).

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cobb, Fendley & Associates, Inc.
Right of Way Department
505 E. Huntland Dr., Suite 100
Austin, TX 78752



ATTWOOD PROPERTY ACCESS

SCALE: 1" = 120'



Walker Partners
engineers ★ surveyors

T.B.P.E. Registration No. 8053

CLIENT NAME: BCRUA

PROJECT NAME: PHASE 2 RAW WATER DELIVERY SYSTEM

PROJECT NUMBER: 3-00619

DATE: 12/13/19

REVISION: 00

A1

EXHIBIT "B"