

EXHIBIT
"A"

REAL ESTATE CONTRACT

Red Bud (South) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MARTIN A. KRECZMER and DEBRA A. KRECZMER** (referred to in this Contract as "Seller", whether one or more) and the **CITY OF ROUND ROCK, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.138 acre (6,004 square foot) tract of land out of and situated in the Joseph Marshall Survey, Abstract No. 409 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of FIFTY-THREE THOUSAND ONE HUNDRED FIFTY-NINE and 00/100 Dollars (\$53,159.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser in lieu of and under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before February 15, 2022, or at such time, date, and place as Seller and Purchaser may agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

**ARTICLE VI
BREACH BY SELLER**

6.01. In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

7.01. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

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

Counterparts

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

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 1, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

Martin A. Kreczmer

Martin A. Kreczmer (Jan 11, 2023 17:53 CST)

Martin A. Kreczmer

Address: 1242 Red Bud Lane
Round Rock, Texas 78664

Date: Jan 11, 2023

Debra Kreczmer

Debra Kreczmer (Jan 11, 2023 19:00 CST)

Debra A Kreczmer

Date: Jan 11, 2023

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

Date: _____

County: Williamson
Parcel : 6
Project: Red Bud Lane

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.138 ACRE (6,004 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.404 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDORS LIEN TO MARTIN A. KRECZMER AND WIFE, DEBRA A. KRECZMER RECORDED IN VOLUME 2581, PAGE 908 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS, SAID 0.138 ACRE (6,004 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an 1" id pipe found, being the northeasterly corner of that called 2.7041 acre tract described in General Warranty Deed to Kirk A. and Sandra B. Lawrence recorded in Document No. 2007082742 of the Official Public Records of Williamson County, Texas, being in the southerly boundary line of Lot 1 of the Mason & Ryle subdivision, recorded in Cabinet M, Slides 81-82 of the Plat Records of Williamson County, Texas, also being the northwesterly corner of said 2.404 acre tract;

THENCE, with the common boundary line of said Lot 1 and said 2.404 acre tract, N 87°32'01" E, for a distance of 394.25 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 53.50 feet left of Red Bud Lane Baseline Station 65+93.39 (Grid Coordinates determined as N=10,160,161.77, E=3,152,899.77 (TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said proposed ROW line, continuing with said common line **N 87°32'01" E**, at a distance of 22.91 feet pass an iron rod found and continuing for a total for a distance of **23.38** feet to a calculated point in the existing westerly ROW line of Red Bud Lane (ROW width varies), being the southeasterly corner of said Lot 1, for the northeasterly corner of said 2.404 acre tract and the herein described parcel;
- 2) **THENCE**, departing said Lot 1, with said existing ROW line, same being the easterly boundary line of said 2.404 acre tract, **S 02°21'48" E**, for a distance of **250.96** feet to a 60D nail found, for the southeasterly corner of said 2.404 acre tract and of the herein described parcel;
- 3) **THENCE**, continuing with said existing ROW line, same being the southerly boundary line of said 2.404 acre tract, **S 87°34'31" W**, for a distance of **24.48** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 53.50 feet left of Red Bud Lane Baseline Station 63+42.45, in said proposed ROW line, being the northeasterly corner of Lot 42 of the Forest Ridge Phase III subdivision recorded in Cabinet L, Slides 387-389 of the Plat Records of Williamson County, Texas, for the southwestery corner of the herein described parcel, and from which an iron rod found in the southerly line of said 2.404 acre tract, being the northwesterly corner of said Lot 42 bears **S 87°34'31" W**, for a distance of 19.96 feet;
- 4) **THENCE**, departing said existing ROW line, with said proposed westerly ROW line, through the interior of said 2.404 acre tract, **N 02°06'37" W**, for a distance of **250.94** feet to the **POINT OF BEGINNING**, containing 0.138 acre (6,004 square feet) of land, more or less.

EXHIBIT A

County: Williamson
Parcel : 6
Project: Red Bud Lane

This property description is accompanied by a separate parcel plat.

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

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

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

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

M. Stephen Truesdale

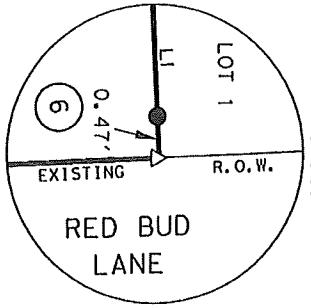
21 OCT 2022

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

Date



EXHIBIT "A"
 PLAT TO ACCOMPANY PARCEL DESCRIPTION



DETAIL
 N.T.S.

P.O.R.

BLOCK "K"

MASON & RYLE
 SUBDIVISION
 CAB. M, SLIDE 81-82
 P.R.W.C.T.

LOT 1
 (3.1066 AC.)

JOSEPH MARSHALL SURVEY
 ABSTRACT NO. 409

$N87^{\circ}32'01''E$ 394.25'
 $(N89^{\circ}59'24''E$ 417.61')

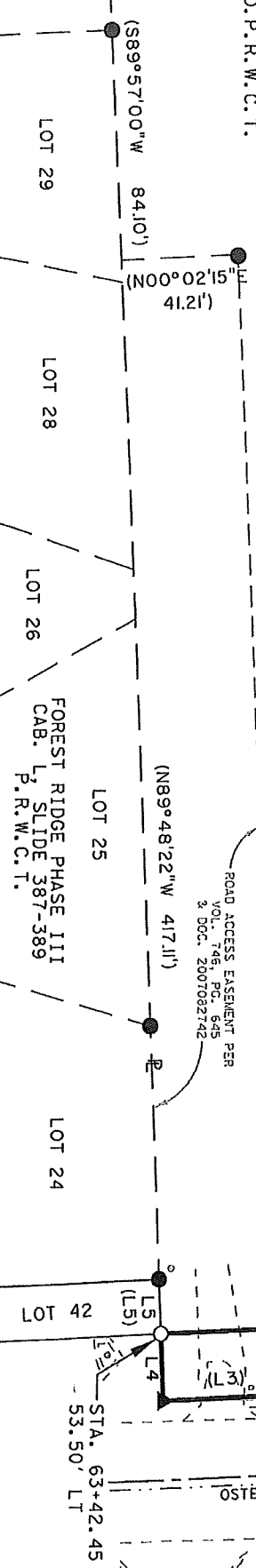
P.O.B.
 STA. 65+93.39
 53.50' LT
 GRID COORDINATES:
 N=10,160,161.77
 E=3,152,899.77

6
 0.138 AC.
 6,004 SQ. FT.

NO.	DIRECTION	DISTANCE
L1	$N87^{\circ}32'01''E$	23.38'
L2	$N02^{\circ}35'06''W$	50.14'
(L2)	$(N00^{\circ}27'11''W)$	(50.10')
(L3)	$(S01^{\circ}00'37''W)$	(42.57')
L4	$S87^{\circ}34'31''W$	24.48'
L5	$S87^{\circ}34'31''W$	19.96'
(L5)	$(S89^{\circ}53'45''W)$	(20.00')

MARTIN A. KRECZMER & wife,
 DEBRA A. KRECZMER
 2.404 ACRES
 VOL. 2581, PG. 908
 O.R.W.C.T.

ROAD ACCESS EASEMENT PER
 VOL. 748, PG. 645
 & DOC. 2007082742



KIRK A. LAWRENCE
 SANDRA B. LAWRENCE
 2.7041 ACRES
 DOC. 2007082742
 O.P.R.W.C.T.

INLAND U
GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD., STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

SCALE
 1" = 60'

PARCEL PLAT SHOWING PROPERTY OF
MARTIN A. KRECZMER & wife,
DEBRA A. KRECZMER

PROJECT
 RED BUD LANE

COUNTY
 WILLIAMSON

PARCEL 6
 0.138 AC.
 6,004 SQ. FT.
 PAGE 3 OF 4

10/18/2022

LEGEND

EXHIBIT "A"
PLAT TO ACCOMPANY PARCEL DESCRIPTION

⊙	1/2" IRON PIPE FOUND UNLESS NOTED	LINE BREAK
▲	GOD NAIL FOUND	P.O.B. POINT OF BEGINNING
○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET	P.O.R. POINT OF REFERENCE
⊕	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	() RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T. PLAT RECORDS
⊗	COTTON GIN SPINDLE FOUND	D.R.W.C.T. WILLIAMSON COUNTY, TEXAS
X	X CUT IN CONCRETE FOUND	O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
⊔	PROPERTY LINE	
↖	DENOTES COMMON OWNERSHIP	

1.) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-164977, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 07, 2022, ISSUE DATE JULY 15, 2022.

- RESTRICTIVE COVENANTS: VOLUMR 545, PAGE 734, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
 - AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO LONE STAR STATE POWER CO., INC. AS DESCRIBED IN VOLUME 225, PAGE 29 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
 - AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 310, PAGE 433 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
 - AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 367, PAGE 8 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
 - AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 390, PAGE 42 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
 - AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 400, PAGE 143 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
 - AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LINE COMPANY AS DESCRIBED IN VOLUME 464, PAGE 174 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 49333
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



- A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 581, PAGE 731 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 581, PAGE 731 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 581, PAGE 731 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ROAD MAINTENANCE AGREEMENT OF RECORD IN DOCUMENT NO. 2004078592 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10/18/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD., STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

SCALE
1" = 60'

PARCEL PLAT SHOWING PROPERTY OF
MARTIN A. KRECZMER & wife,
DEBRA A. KRECZMER

PROJECT
RED BUD LANE

COUNTY
WILLIAMSON

PARCEL 6
0.138 AC.
6,004 SQ. FT.
PAGE 4 OF 4

EXHIBIT "B"

Parcel 6

DEED

Red Bud Lane (South) 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 BY THESE PRESENTS:

That **MARTIN A. KRECZMER and DEBRA A. KRECZMER**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **CITY OF ROUND ROCK, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.138 acre (6,004 square foot) tract of land out of and situated in the Joseph Marshall Survey, Abstract No. 409 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 6)**.

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.

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 Grantee's roadway facilities and related appurtenances.

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

Martin A. Kreczmer

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Martin A. Kreczmer, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Debra A. Kreczmer

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Debra A. Kreczmer, 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:

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

AFTER RECORDING RETURN TO: