

EXHIBIT

"A"

REAL ESTATE CONTRACT Chisholm Trail North Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GROUP 1 REALTY, INC.**, (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 1.028 acre (44,783 square foot) tracts of land out of and situated in the David Curry Survey, Abstract No. 130 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

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 SIX HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED SIXTY-TWO and 00/100 Dollars (\$626,962.00).

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 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.

**ARTICLE V
RIGHT OF REPURCHASE**

5.01. The Property herein is being conveyed to Purchaser in lieu of and under threat of condemnation, and the parties hereby agree to incorporate all provisions of TEXAS PROPERTY CODE, CH. 21, SUBCHAPTER E. REPURCHASE OF REAL PROPERTY FROM CONDEMNING ENTITY as they existed on July 19, 2023, included here as Exhibit "C".

**ARTICLE VI
CLOSING**

Closing Date

6.01. The Closing shall be held at the office of Texas National Title Company on or before August 31, 2023, 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

6.02. 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

6.03. At the Closing, Purchaser shall:

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

Prorations

6.04. 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

6.05. 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 VII
BREACH BY SELLER**

7.01. 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 VIII
BREACH BY PURCHASER**

8.01. 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 IX
MISCELLANEOUS**

Notice

9.01. 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

9.02. 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

9.03. 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

9.04. 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

9.05. 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

9.06. Time is of the essence in this Contract.

Gender

9.07. 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

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

Compliance

9.09. 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

9.10. 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

9.11. 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

9.12. 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 August 31, 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.

SELLER:

GROUP 1 REALTY, INC.

By: 

Address: 800 Gessner Road, Suite 500

Name: Gillian A. Hobson

Houston, Texas 77024

Title: Vice President

Date: July 22, 2023

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____

County: Williamson
Parcel: Parcel 1
Highway: Chisholm Trail Road

METES & BOUNDS DESCRIPTION FOR PARCEL 1

METES & BOUNDS DESCRIPTION FOR A 1.028 ACRE (44,783 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 6.611 ACRE TRACT OF LAND AS CONVEYED TO GROUP 1 REALTY, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2011070377 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS; SAID 1.028 ACRE PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a leaning TxDOT Type I monument found at the intersection of the west right-of-way line of North Interstate Highway 35 (width varies) as dedicated in Volume 467, Page 570 of the Deed Records of Williamson County, Texas, and the north right-of-way line of Chisholm Trail Road (side street) (F/K/A County Road 173) (width varies) as dedicated by Cabinet K, Side 290 of the Plat Records of Williamson County, Texas, and at the southeast corner of said Group 1 Realty Tract, for the southeast corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, with the north right-of-way line of said Chisholm Trail Road (side street) (F/K/A County Road 173) and the south line of said Group 1 Realty Tract, **S 89°02'52" W** a distance of **414.75** feet to a 1/2-inch iron rod with cap stamped "RL Surveying RPLS 4532" found for an angle point;

THENCE, continuing with the north right-of-way line of said Chisholm Trail Road (side street) (F/K/A County Road 173) and the south line of said Group 1 Realty Tract, **S 85°05'22" W** a distance of **2.59** feet to a 1/2-inch iron rod found at the intersection with the east right-of-way line of Chisholm Trail Road (width varies) as dedicated by Document Number 2019052860 of the Official Public Records of Williamson County, Texas, at the southwest corner of said Group 1 Realty Tract, for the southwest corner of the herein described parcel;

THENCE, departing north right-of-way line of said Chisholm Trail Road (side street) (F/K/A County Road 173), with the east right-of-way line of said Chisholm Trail Road and the west line of said Group 1 Realty Tract, the following five (5) courses:

- 1) **N 03°13'07" W** a distance of **98.96** feet to a cotton spindle found for the beginning of a non-tangent curve to the left;
- 2) Along said curve to the left, an arc distance of **136.93** feet, having a radius of **380.00** feet, a central angle of **20°38'44"** and a chord which bears **N 13°43'00" W** a distance of **136.19** feet to a 1/2-inch iron rod with cap stamped "RL Surveying RPLS 4532" found for an angle point;

- 3) **N 23°58'41" W** a distance of **197.51** feet to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right;
- 4) Along said curve to the right, an arc distance of **114.07** feet, having a radius of **320.00** feet, a central angle of **20°25'24"** and a chord which bears **N 13°47'05" W** a distance of **113.46** feet to a point a 1/2-inch iron rod with cap stamped "RL Surveying RPLS 4532" found for an angle point; and
- 5) **N 03°36'42" W** a distance of **127.46** feet to a cotton spindle found on the south line of a called 260.39 acre tract of land described as Tract IIA as conveyed Georgetown Railroad Company, Inc. by Special Warranty Deed recorded in Volume 880, Page 630 of the Deed Records of Williamson County, Texas, at the northwest corner of said Group 1 Realty Group Tract, and at the northeast terminus of said Chisholm Trail Road, for the northwest corner of the herein described parcel, from which a 1/2-inch iron rod with cap stamped "KBGE ENG" found at the northwest terminus of said Chisholm Trail Road bears **S 86°02'51" W** a distance of 75.16 feet;

THENCE, departing the right-of-way of said Chisholm Trail Road, with the line common to said Georgetown Railroad Company Tract and said Group 1 Realty Group Tract, **N 85°53'30" E** a distance of **49.45** feet to a 1/2-inch iron rod with cap stamped "BGE INC" (NAD-83, Central Zone Grid Coordinates: N: 10,173,017.96, E: 3,127,055.45) set for the most northerly northeast corner of the herein described parcel, 65.00 feet right of Chisholm Trail Road baseline station 34+15.28, from which a 1/2-inch iron rod found at the most northerly northeast corner of said Group 1 Realty Group Tract, and at an interior corner of said Georgetown Railroad Company Tract, bears **N 85°53'30" E** a distance of 310.62 feet;

THENCE, departing said common line, over and across said Group 1 Realty Group Tract, **S 05°56'22" E** a distance of **17.71** feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left, 65.00 feet right of Chisholm Trail Road baseline station 33+97.57;

THENCE, continuing over and across said Group 1 Realty Group Tract, along said curve to the left, an arc distance of **165.03** feet, having a radius of **935.00** feet, a central angle of **10°06'47"** and a chord which bears **S 10°59'45" E** a distance of **164.82** feet to a point for corner, to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of tangency, 65.00 feet right of Chisholm Trail Road baseline station 32+21.07;

THENCE, continuing over and across said Group 1 Realty Group Tract, **S 16°03'09" E** a distance of **150.00** feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right, 65.00 feet right of Chisholm Trail Road baseline station 30+71.07;

THENCE, continuing over and across said Group 1 Realty Group Tract, along said curve to the right, an arc distance of **260.56** feet, having a radius of **1,065.00** feet, a central angle of **14°01'05"** and a chord which bears **S 09°02'36" E** a distance of **259.91** feet to a point for corner, to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point, 65.00 feet right of Chisholm Trail Road baseline station 28+26.41;

THENCE, continuing over and across said Group 1 Realty Group Tract, **S 47°24'42" E** a distance of **44.38** feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point, 60.00 feet left of Chisholm Trail Road (side street) baseline station 100+98.42;

THENCE, continuing over and across said Group 1 Realty Group Tract, **N 89°25'10" E** a distance of **391.25** feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the west right-of-way line of said North Interstate Highway 35 and the east line of said Group 1 Realty Group Tract, for the most easterly northeast corner of the herein described parcel, 60.00 feet left of Chisholm Trail Road (side street) baseline station 104+89.66, from which a TxDOT Type I monument found at a common angle point on the west right-of-way line of said North Interstate Highway 35 and the east line of said Group 1 Realty Group Tract, bears **N 25°09'24" E** a distance of 67.36 feet;

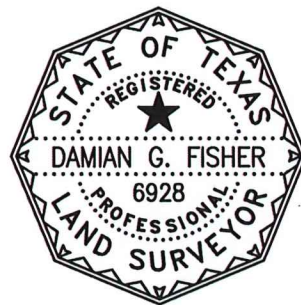
THENCE, with the west right-of-way line of said North Interstate Highway 35 and the east line of said Group 1 Realty Group Tract, **S 25°09'24" W** a distance of **43.20** feet to the **POINT OF BEGINNING** and containing 1.028 acres (44,783 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on December 8, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.



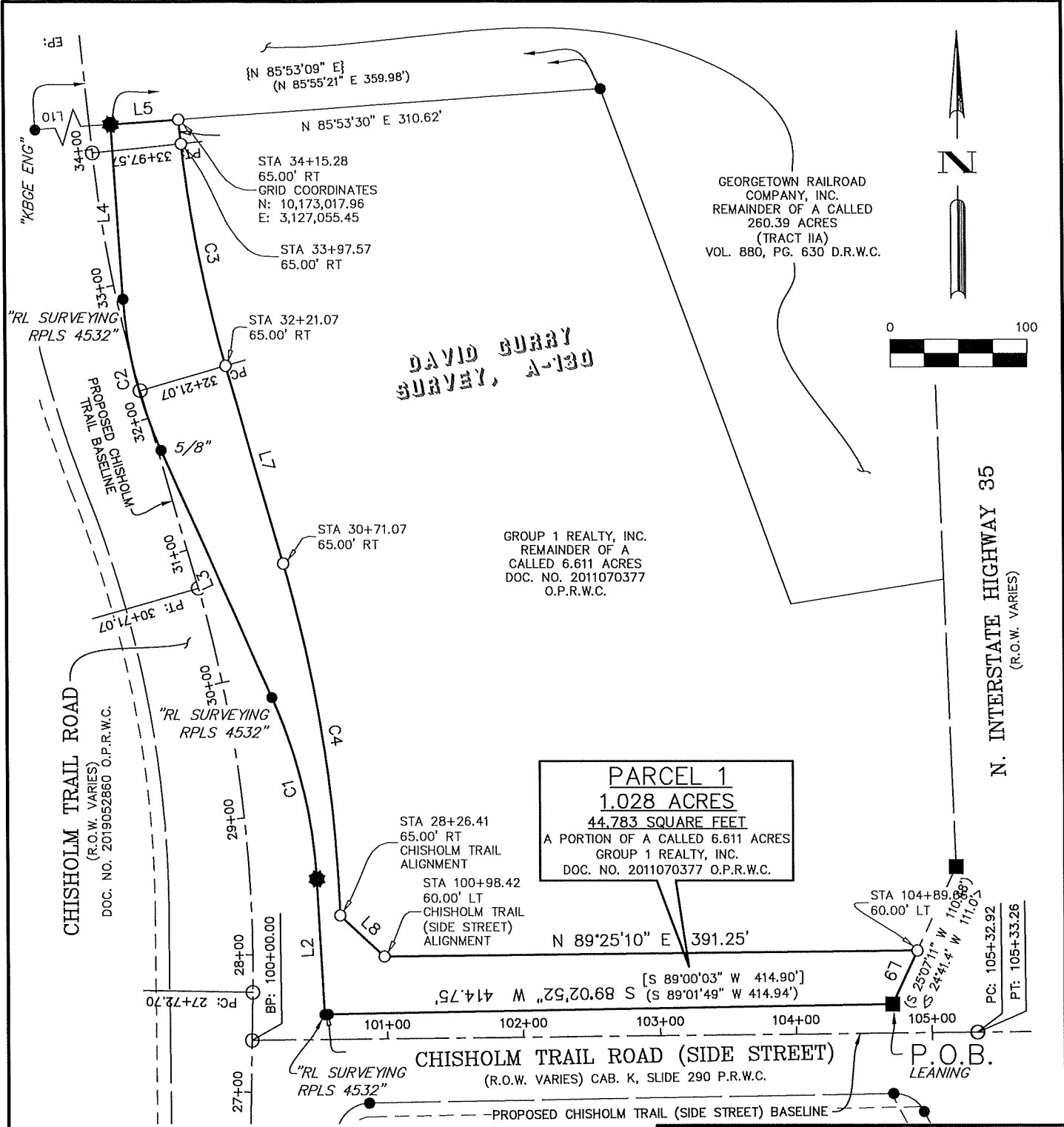
Damian G. Fisher RPLS No. 6928
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502



11/17/2022

Date


Client: City of Round Rock
Date: November 17, 2022
Job No: 9088-00



PARCEL 1
1.028 ACRES
44,783 SQUARE FEET
 A PORTION OF A CALLED 6.611 ACRES
 GROUP 1 REALTY, INC.
 DOC. NO. 2011070377 O.P.R.W.C.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY NATIONAL INVESTORS TITLE INSURANCE COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-167480, DATED EFFECTIVE OCTOBER 7, 2022 AND ISSUED ON OCTOBER 21, 2022.

 BGE, Inc. 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPELS Licensed Surveying Firm No. 10106502 <small>Copyright 2022</small>			
PLAT OF PARCEL 1 1.028 ACRES (44,783 S.F.) CHISHOLM TRAIL ROAD DAVID CURRY SURVEY, A-130 ROUND ROCK, TEXAS COUNTY, STATE			
Scale:	Job No.:	Date:	Drawing:
1" = 100'	9088-00	11/17/2022	4 OF 6

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	136.93'	380.00'	20°38'44"	N 13°43'00" W	136.19'
C2	114.07'	320.00'	20°25'24"	N 13°47'05" W	113.46'
C3	165.03'	935.00'	10°06'47"	S 10°59'45" E	164.82'
C4	260.56'	1,065.00'	14°01'05"	S 09°02'36" E	259.91'

RECORD CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
(C1)	(137.10')	(380.00')	(20°40'16")	(N 13°40'14" W)	(136.35')
[C1]	[137.02']	[380.00']	[20°39'32"]	[N 13°39'08" W]	[136.27']
(C2)	(114.12')	(320.00')	(20°25'58")	(N 13°47'23" W)	(113.51')
[C2]	[114.04']	[320.00']	[20°25'00"]	[N 13°46'59" W]	[113.43']

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 85°05'22" W	2.59'
L2	N 03°13'07" W	98.96'
L3	N 23°58'41" W	197.51'
L4	N 03°36'42" W	127.46'
L5	N 85°53'30" E	49.45'
L6	S 05°56'22" E	17.71'
L7	S 16°03'09" E	150.00'
L8	S 47°24'42" E	44.38'
L9	S 25°09'24" W	43.20'
L10	S 86°02'51" W	75.16'
L11	N 25°09'24" E	67.36'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L1)	(S 86°16'49" W)	(2.27')
[L1]	[S 86°18'11" E]	[2.34']
(L2)	(N 03°20'06" W)	(98.63')
[L2]	[N 03°12'03" W]	[98.52']
(L3)	(N 24°00'22" W)	(197.45')
[L3]	[N 24°00'33" W]	[197.70']
(L4)	(N 03°34'24" W)	(127.48')
[L4]	[N 03°38'22" W]	[127.58']
[L10]	[S 85°52'49" W]	[75.00']

LEGEND

- DOC. DOCUMENT
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY
- NO. NUMBER
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- P.O.B. POINT OF BEGINNING
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- () RECORD INFO FOR DOC. NO. 2011070377 O.P.R.W.C.
- [] RECORD INFO FOR DOC. NO. 2019052860 O.P.R.W.C.
- () RECORD INFO FOR VOL. 880, PG. 630 D.R.W.C.
- < > RECORD INFO FOR VOL. 467, PG. 570 D.R.W.C.
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD W/"HAYS ROW BGE" CAP
- ★ FOUND COTTON SPINDLE
- △ CALCULATED POINT
- FOUND TXDOT TYPE I MONUMENT



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106502

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PLAT OF PARCEL 1
 1.028 ACRES (44,783 S.F.)
 CHISHOLM TRAIL ROAD
 DAVID CURRY SURVEY, A-130
 ROUND ROCK, TEXAS
 COUNTY, STATE

Scale: 1" = 100'	Job No.: 9088-00	Date: 11/17/2022	Drawing: 5 OF 6
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RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 282, PAGE 41, VOLUME 282, PAGE 401 AND VOLUME 353, PAGE 45 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SUBJECT TRACT. VOLUME 282, PAGE 41 DOES NOT AFFECT THE SUBJECT TRACT, VOLUME 282, PAGE 401 AND VOLUME 353, PAGE 45 MAY AFFECT THE SUBJECT TRACT.
- 10.3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO LOWER COLORADO RIVER AUTHORITY AS DESCRIBED IN VOLUME 333, PAGE 515 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4. AN EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AS DESCRIBED IN VOLUME 480, PAGE 293 AND VOLUME 480, PAGE 295 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. VOLUME 480, PAGE 293 DOES NOT AFFECT THE SUBJECT TRACT, VOLUME 480, PAGE 295 MAY AFFECT THE SUBJECT TRACT.
- 10.5. AN ELECTRIC POWER LINES AND COMMUNICATION LINES EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 430, PAGE 597, VOLUME 447, PAGE 418, VOLUME 451, PAGE 38, VOLUME 466, PAGE 130 AND VOLUME 544, PAGE 170 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. VOLUME 430, PAGE 597, VOLUME 447, PAGE 418, VOLUME 451, PAGE 38, VOLUME 466, PAGE 130 MAY AFFECT THE SUBJECT TRACT, VOLUME 544, PAGE 170 DOES NOT AFFECT THE SUBJECT TRACT.
- 10.6. A SANITARY SEWER OR WATER LINES EASEMENT GRANTED TO THE CITY OF ROUND ROCK AS DESCRIBED IN VOLUME 547, PAGE 96 AND VOLUME 548, PAGE 249 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.7. A PIPE LINE AND APPURTENANCES EASEMENT GRANTED TO LONE STAR GAS COMPANY AS DESCRIBED IN VOLUME 562, PAGE 529 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.8. A SANITARY SEWER OR WATER LINES EASEMENT GRANTED TO THE CITY OF ROUND ROCK AS DESCRIBED IN VOLUME 705, PAGE 49 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.9. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE CO. AS DESCRIBED IN VOLUME 828, PAGE 551 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.10. A NON-EXCLUSIVE ROADWAY EASEMENT GRANTED TO CONTINENTAL DIVERSIFIED INVESTMENTS, INC. AS DESCRIBED IN VOLUME 959, PAGE 878 AND CORRECTED IN VOLUME 965, PAGE 440 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.11. A WATER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK AS DESCRIBED IN VOLUME 1053, PAGE 331 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.12. A RIGHT-OF-WAY AND WASTEWATER LINES EASEMENT WITH TEMPORARY CONSTRUCTION EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT AS DESCRIBED IN VOLUME 1619, PAGE 316 AND IN VOLUME 1619, PAGE 330 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

- 10.13. A PUBLIC UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT GRANTED TO THE CITY OF ROUND ROCK, TEXAS AS DESCRIBED IN VOLUME 1656, PAGE 867 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.14. A TEMPORARY CONSTRUCTION EASEMENT GRANTED TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 9 AS DESCRIBED IN VOLUME 1656, PAGE 883 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.15. A SANITARY SEWER LINES AND RELATED APPURTENANCES EASEMENT GRANTED TO WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 9 AS DESCRIBED IN TEMPORARY CONSTRUCTION EASEMENT RECORDED IN VOLUME 1762, PAGE 428 AND IN VOLUME 1762, PAGE 437 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.16. A STORM WATER DRAINAGEWAY EASEMENT GRANTED TO CITY OF ROUND ROCK AS DESCRIBED IN VOLUME 2015, PAGE 973 OF THE RECORDS OF OFFICIAL COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.17. A WASTEWATER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK AS DESCRIBED IN VOLUME 2015, PAGE 977 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.18. A NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT GRANTED TO KELLY JOE BEHRENS AND WIFE, JULIE RAE BEHRENS AS DESCRIBED IN VOLUME 2067, PAGE 694 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT. (TERMINATION OF EASEMENT RECORDED IN DOC. NO. 2011062096 O.P.R.W.C.)

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on December 12, 2021 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



Damian G. Fisher 11/17/2022
 DAMIAN G. FISHER RPLS NO. 6928
 BGE, INC.
 101 WEST LOUIS HENNA BLVD., SUITE 400
 AUSTIN, TEXAS 78728
 TELEPHONE: (512) 879-0400

BGE BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106502

PLAT OF PARCEL 1
 1.028 ACRES (44,783 S.F.)
 CHISHOLM TRAIL ROAD
 DAVID CURRY SURVEY, A-130
 ROUND ROCK, TEXAS
 COUNTY, STATE

Scale: 1" = 100'	Job No.: 9088-00	Date: 11/17/2022	Drawing: 6 OF 6
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EXHIBIT "B"

Parcel 1

DEED
Chisholm Trail North

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 **GROUP 1 REALTY, INC.**, 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 1.028 acre (44,783 square foot) tract of land out of and situated in the David Curry Survey, Abstract No. 130 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**).

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 the proposed roadway facility improvements and appurtenances on the Property.

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:

GROUP 1 REALTY, INC.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT C

SUBCHAPTER E. REPURCHASE OF REAL PROPERTY FROM CONDEMNING ENTITY

Sec. 21.101. RIGHT OF REPURCHASE. (a) A person from whom a real property interest is acquired by an entity through eminent domain for a public use, or that person's heirs, successors, or assigns, is entitled to repurchase the property as provided by this subchapter if:

(1) the public use for which the property was acquired through eminent domain is canceled before the property is used for that public use;

(2) no actual progress is made toward the public use for which the property was acquired between the date of acquisition and the 10th anniversary of that date; or

(3) the property becomes unnecessary for the public use for which the property was acquired, or a substantially similar public use, before the 10th anniversary of the date of acquisition.

(b) In this section, "actual progress" means the completion of three or more of the following actions:

(1) the performance of a significant amount of labor to develop the property or other property acquired for the same public use project for which the property owner's property was acquired;

(2) the provision of a significant amount of materials to develop the property or other property acquired for the same public use project for which the property owner's property was acquired;

(3) the hiring of or contracting with and the performance of a significant amount of work by an architect, engineer, or surveyor to prepare a plan, plat, or easement that includes the property or other property acquired for the same public use project for which the property owner's property was acquired;

(4) application for state or federal funds to develop the property or other property acquired for the same public use project for which the property owner's property was acquired; or

(5) application for a state or federal permit or certificate to develop the property or other property acquired for the same public use project for which the property owner's property was acquired.

EXHIBIT C

(b-1) Notwithstanding Subsection (b), a navigation district or port authority, or a water district implementing a project included in the state water plan adopted by the Texas Water Development Board, may establish actual progress for purposes of this section by:

(1) the completion of one action described by Subsection (b); and

(2) the adoption by a majority of the entity's governing body at a public hearing of a development plan for a public use project that indicates that the entity will not complete more than one action described by Subsection (b) before the 10th anniversary of the date of acquisition of the property.

(c) A district court may determine all issues in any suit regarding the repurchase of a real property interest acquired through eminent domain by the former property owner or the owner's heirs, successors, or assigns.

Added by Acts 2003, 78th Leg., ch. 1307, Sec. 2, eff. Jan. 1, 2004.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 81 (S.B. 18), Sec. 19, eff. September 1, 2011.

Acts 2021, 87th Leg., R.S., Ch. 86 (S.B. 726), Sec. 1, eff. September 1, 2021.

Sec. 21.102. NOTICE TO PREVIOUS PROPERTY OWNER REQUIRED. Not later than the 180th day after the date an entity that acquired a real property interest through eminent domain determines that the former property owner is entitled to repurchase the property under Section 21.101, the entity shall send by certified mail, return receipt requested, to the property owner or the owner's heirs, successors, or assigns a notice containing:

(1) an identification, which is not required to be a legal description, of the property that was acquired;

(2) an identification of the public use for which the property had been acquired and a statement that:

(A) the public use was canceled before the property was used for the public use;

(B) no actual progress was made toward the public use; or

(C) the property became unnecessary for the public use, or a substantially similar public use, before the 10th anniversary of the date of acquisition; and

EXHIBIT C

(3) a description of the person's right under this subchapter to repurchase the property.

Added by Acts 2003, 78th Leg., ch. 1307, Sec. 2, eff. Jan. 1, 2004.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 81 (S.B. 18), Sec. 19, eff. September 1, 2011.

Sec. 21.1021. REQUESTS FOR INFORMATION REGARDING CONDEMNED PROPERTY. (a) On or after the 10th anniversary of the date on which real property was acquired by an entity through eminent domain, a property owner or the owner's heirs, successors, or assigns may request that the condemning entity make a determination and provide a statement and other relevant information regarding:

(1) whether the public use for which the property was acquired was canceled before the property was used for the public use;

(2) whether any actual progress was made toward the public use between the date of acquisition and the 10th anniversary of that date, including an itemized description of the progress made, if applicable; and

(3) whether the property became unnecessary for the public use, or a substantially similar public use, before the 10th anniversary of the date of acquisition.

(b) A request under this section must contain sufficient detail to allow the entity to identify the specific tract of land in relation to which the information is sought.

(c) Not later than the 90th day following the date of receipt of the request for information, the entity shall send a written response by certified mail, return receipt requested, to the requestor.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 81 (S.B. 18), Sec. 19, eff. September 1, 2011.

Sec. 21.1022. LIMITATIONS PERIOD FOR REPURCHASE RIGHT. Notwithstanding Section 21.103, the right to repurchase provided by this subchapter is extinguished on the first anniversary of the expiration of the period for an entity to provide notice under Section 21.102 if the entity:

(1) is required to provide notice under Section 21.102;

EXHIBIT C

(2) makes a good faith effort to locate and provide notice to each person entitled to notice before the expiration of the deadline for providing notice under that section; and

(3) does not receive a response to any notice provided under that section in the period for response prescribed by Section 21.103.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 81 (S.B. 18), Sec. 19, eff. September 1, 2011.

Sec. 21.103. RESALE OF PROPERTY; PRICE. (a) Not later than the 180th day after the date of the postmark on a notice sent under Section 21.102 or a response to a request made under Section 21.1021 that indicates that the property owner, or the owner's heirs, successors, or assigns, is entitled to repurchase the property interest in accordance with Section 21.101, the property owner or the owner's heirs, successors, or assigns must notify the entity of the person's intent to repurchase the property interest under this subchapter.

(b) As soon as practicable after receipt of a notice of intent to repurchase under Subsection (a), the entity shall offer to sell the property interest to the person for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain. The person's right to repurchase the property expires on the 90th day after the date on which the entity makes the offer.

Added by Acts 2003, 78th Leg., ch. 1307, Sec. 2, eff. Jan. 1, 2004.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 81 (S.B. 18), Sec. 19, eff. September 1, 2011.