

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 6 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between H-E-B, LP, a Texas limited partnership (referred to in this Contract as "Seller") 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 agrees to sell and to convey, and Purchaser agrees to purchase and to pay for, the tract(s) of land described as follows:

All of that certain 0.102 acre (4,460 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 23**);

together with all and singular the rights and appurtenances pertaining to the property on a non-exclusive basis such that the conveyance hereof does not diminish the rights pertaining to the adjacent property returned by Seller, 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 ONE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED FORTY-FOUR and 00/100 Dollars (\$124,544.00). As additional consideration for the sale of the Property by Seller to Purchaser, Purchaser shall deliver to Seller at Closing the Administrative Adjustment Letter in the form attached hereto as Exhibit "C"

Payment of Purchase Price

2.02. The full amount of the Purchase Price shall be payable by Purchaser to Seller in cash at the Closing.

**ARTICLE III
CLOSING CONDITIONS**

3.01. 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.

3.02. Purchaser 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 Purchaser prior to or as of the Closing.

**ARTICLE IV
EMINENT DOMAIN**

4.01. The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (the "Title Company") on or before March 31, 2020 (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 Special Warranty Deed (the "Deed") conveying Seller's right, title and interest to all of the Property described in Exhibit "A", free and clear of any and all monetary liens created by Seller.

(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; 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";

(provided that Seller has no obligation to take any action pertaining thereto or satisfy any requirements thereunder except as expressly set forth herein).

- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the full amount of the Purchase Price to Seller in cash; and
- (b) Deliver the Administrative Adjustment Letter to Seller executed by Purchaser.

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. Agricultural roll-back taxes, if any, 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.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller should fail to fully and timely perform any of its obligations hereunder or should 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**

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 enforce specific performance of this Contract or 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 \$5,000 as liquidated damages for any failure by Purchaser hereunder.

**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 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 entire agreement of the parties pertaining to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the

parties with respect thereto. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding on the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

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. Seller shall have the right to void this Contract if not approved as provided above on or before February 14, 2020.

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.

Legal Holidays

8.12 Notwithstanding anything contained herein to the contrary, if any date of performance or any deadline date which is set forth herein falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

Attorneys' Fees

8.13 In the event it becomes necessary for either party to file a suit to enforce this contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

[signature page follows]

SELLER:

**H-E-B, LP,
a Texas limited partnership**

**Address: H-E-B, LP
646 S. Flores Street
San Antonio, Texas 78204
Attention: Benjamin R. Scott
Telephone: (210) 938-8766**

By: 
Name: Benjamin R. Scott
Its: Vice President of Real Estate SAFD



with a copy to: Golden Steves & Gordon LLP
200 E. Basse Road, Suite 200
San Antonio, Texas 78209
Attention: Ami E. Gordon
Telephone: (210) 745-3710

PURCHASER:

CITY OF ROUND ROCK, TEXAS

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

By: _____
Name: Craig Morgan
Its: Mayor, City of Round Rock

Date: _____

EXHIBIT "A"

The Property

EXHIBIT A

County: Williamson
Parcel : 23
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 23

DESCRIPTION OF A 0.102 ACRE (4,460 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, BLOCK "A" (1.240 ACRES), STONECREST RETAIL SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET V, SLIDES 360-361 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO HEB GROCERY COMPANY, LP RECORDED IN DOCUMENT NO. 2007095692 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.102 ACRE (4,460 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an "X" found cut in concrete 286.09 feet left of proposed Gattis School Road Baseline Station 177+70.94, being an angle point in the easterly boundary line of Lot 5, Block "A" and the southerly boundary line of Lot 2, Block "A" said Stonecrest Retail Subdivision, same being the northwesterly corner of said Lot 4;

THENCE, with the common boundary line of said Lot 4 and said Lot 5, S 02°29'15" E, passing at a distance of 221.35 feet an iron rod with aluminum cap stamped "ROW 4933" in the proposed northerly right of way (ROW) line of Gattis School Road (ROW width varies), continuing with said proposed ROW, for a total distance of 224.83 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10155070.54, E=3152883.68 TxSPC Zone 4203) set 62.00 feet left of proposed Gattis School Road Baseline Station 177+90.87 for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 5, with said proposed ROW line, through the interior of said Lot 4, the following three (3) courses:

- 1) Along a curve to the left, having a delta angle of **02°59'24"**, a radius of **1938.00** feet, an arc length of **101.13** feet and a chord which bears **S 89°37'33" E**, for a distance of **101.12** feet to an iron rod with aluminum cap stamped "ROW 4933" set 62.00 feet left of proposed Gattis School Road Baseline Station 178+95.24, for a point of tangency;
- 2) **N 88°52'45" E**, for a distance of **88.54** feet to an iron rod with aluminum cap stamped "ROW 4933" set 62.00 feet left of proposed Gattis School Road Baseline Station 179+83.77, for an angle point;
- 3) **N 42°31'40" E**, for a distance of **35.46** feet to an iron rod with aluminum cap stamped "ROW 4933" set 87.66 feet left of proposed Gattis School Road Baseline Station 180+08.25, being in the easterly boundary line of said Lot 4, same being the existing westerly ROW line of Red Bud Lane (ROW width varies), for the northeasterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said existing westerly ROW line of Red Bud Lane, same being the easterly boundary line of said Lot 4, the following two (2) courses:

- 4) **S 02°38'35" E**, for a distance of **20.24** feet to a 1/2" iron rod with plastic cap stamped "Bury & Partners" found, for an angle point of the herein described tract;

- 5) **S 43°04'29" W**, for a distance of **40.96** feet to a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found, being in the existing northerly ROW line of Gattis School Road (ROW width varies);
- 6) **THENCE**, departing said existing westerly ROW line of Red Bud Lane, with said existing northerly ROW line of Gattis School Road, same being the southerly boundary line of said Lot 4, **N 88°55'03" W**, for a distance of **185.76** feet to an "X" found cut in concrete, being the southwesterly corner of said Lot 4, same being the southeasterly corner of said Lot 5, for the southwesterly corner of the herein described tract, and from which, an "X" found cut in concrete, being an angle point in said existing ROW line, same being an angle point in the southerly boundary line of said Lot 5 bears **N 88°41'50" W**, at a distance of 21.11 feet;
- 7) **THENCE**, departing said existing ROW line, with the common boundary line of said Lot 5 and said Lot 4, **N 02°29'15" W**, for a distance of **19.44** feet to the **POINT OF BEGINNING**, containing 0.102 acre (4,460 square feet) of land, more or less.

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

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

5 July 2019

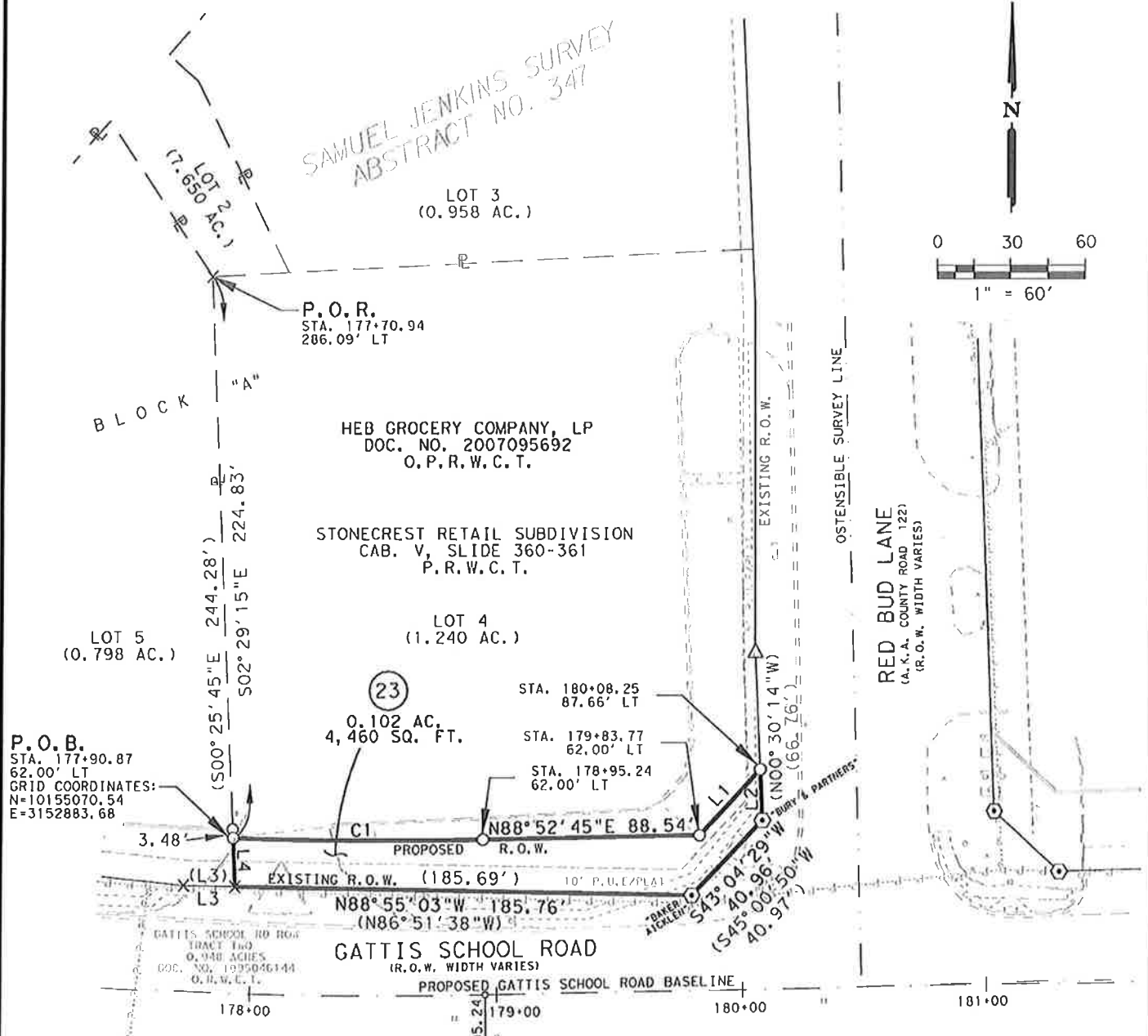
 Date



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/24/19
PAGE 3 OF 4



NUMBER	DIRECTION	DISTANCE
L1	N42° 31' 40"E	35.46'
L2	S02° 38' 35"E	20.24'
L3	N88° 41' 50"W	21.11'
(L3)	(N86° 51' 38"W)	(21.07')
L4	N02° 29' 15"W	19.44'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 59' 24"	1938.00'	101.13'	101.12'	S89° 37' 33"E

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

PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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PARCEL 23

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

* FENCE CORNER POST FOUND	⊕ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	⊕ PROPERTY LINE
⊕ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
⊕ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊕ 1/2" IRON PIPE FOUND UNLESS NOTED	∩ DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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 OF NO.1827487-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 5, 2018, ISSUE DATE JULY 16, 2018.

1. RESTRICTIVE COVENANTS: CABINET V, SLIDE 360, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, DOCUMENT NOS. 199961930, 2001019243, 2001019244, 2001003876, 2002009653, 2002009654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- 10B. 10 FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTH AND SOUTHEAST PROPERTY LINE AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.
- C. 5 FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.
- D. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 199961930 AND AMENDED IN DOCUMENT NO. 2001020940, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- E. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001003876, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- F. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001019243 AND AMENDED IN DOCUMENT NO. 2002009653, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- G. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001019244 AND AMENDED IN DOCUMENT NO. 2002009654 AND DOCUMENT NO. 2005003517, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- H. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2002013417, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

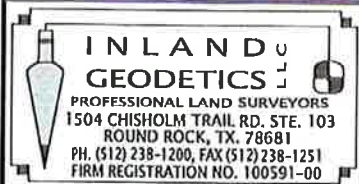
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 5 July 2019
DATE



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

	ACRES	SQUARE FEET
ACQUISITION	0.102	4,460
CALC/DEED AREA	1.240	54,014
REMAINDER AREA	1.138	49,554



PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

PARCEL 23

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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EXHIBIT "B"

Deed Form

DEED
Gattis School Road Ph. 6 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 H-E-B, LP, 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, for use as public right-of-way and no other purpose, 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:

All of that certain 0.102 acre (4,460 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 23**)

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 Gattis School Road.

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTOR:

H-E-B, LP,
a Texas limited partnership

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2020 by _____, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
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"

Administrative Adjustment Letter

December 11, 2019

Jared O'Brien
Director of Real Estate, HEB
646 S. Flores Street
San Antonio, TX 78204

**RE: Administrative Adjustment – Gattis School Road Expansion Project – Phase 6, Parcel 23,
Digital fuel pricing canopy and setback for monument sign (Stonecrest Retail Subdivision)
Round Rock, TX**

Dear Mr. O'Brien:

The above-referenced property is governed by PUD (Planned Unit Development) No. 45 and City of Round Rock, TX Code of Ordinances. With the proposed City initiated right-of-way (ROW) expansion project, a portion of the subject tract as shown in Exhibit "A" attached hereto will be converted to City ROW. Currently, there are two monument signs, one located within the right-of-way expansion area and one located adjacent to the right-of-way location area, in the locations as shown on Exhibit "B" attached hereto. This expansion will cause the need for variances to the sign regulations to (a) allow for a replacement of the monument sign within the expansion area with the addition of digital fuel pricing signs on an existing canopy sign, the proposed design specifications of which are as shown on Exhibit "C" attached hereto, and (b) allow for the monument sign adjacent to the right-of-way to be located within the required setback from Gattis School Road.

Code of Ordinances, City of Round Rock, Texas, 2018, Part III, Zoning and Development Code, Chapter 10, Article VII, Section 10-52 allows an administrative adjustment for property subject to condemnation, where governmental condemnation results in zoning law noncompliance. It is therefore staff's professional opinion that the replacement of one monument sign with a canopy sign and the reduction of the setback for a second monument sign will be harmonious with character and scale of the surrounding area. Furthermore, we hereby find that this complies with the established criteria for an Administrative Adjustment:

- a) Consistent with this chapter zoning regulations. The proposed adjustment is in harmony with the general plan and purpose and intent of this chapter.
- b) Harmonious with character and scale of surrounding area. The proposed adjustment to schematic architectural, signage and landscaping designs shall be harmonious with the character of the surrounding area.
- c) General impacts. The likely future impact that the proposed adjustment may have on the following systems and public services: Public infrastructure such as roads, parking facilities, water and wastewater systems, police and fire protection, solid waste collection, and the ability of existing infrastructure and existing services to adequately service the property in question.
- d) Traffic related impacts. The proposed adjustment does not interfere with the free flow of traffic or create a public safety hazard.
- e) Condemning authority impact. The likely cost to the condemning authority if the application is disapproved.

In accordance with Section 10-52 of the Zoning and Development Code, the City hereby **grants** an Administrative Adjustment to the replacement of a monument sign with a canopy sign consistent with the design specifications shown in Exhibit "C", and to the setback requirement for a second monument sign. The

canopy sign and monument sign shall be considered legally conforming with the City's requirements as established in this letter, and shall be allowed to remain in place, as well and be modified and replaced in their existing locations, including reconstruction required as a result of any casualty loss. Any replacement, modifications or expansions to the canopy sign and monument sign must otherwise comply with applicable requirements of the City's Code of Ordinances not pertaining to (a) the required setbacks from Gattis School Road (monument) or (b) digital type fuel pricing numerical display (canopy).

We recommend you record this letter in the Williamson County Courthouse for future reference on legal matters related to this action.

Sincerely,

Brad Wiseman, AICP
Director of Planning & Development Services

cc: Gary Hudder, Transportation Director

DRAFT

EXHIBIT 'A'

County: Williamson
Parcel : 23
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 23

DESCRIPTION OF A 0.102 ACRE (4,460 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, BLOCK "A" (1.240 ACRES), STONECREST RETAIL SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET V, SLIDES 360-361 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO HEB GROCERY COMPANY, LP RECORDED IN DOCUMENT NO. 2007095692 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.102 ACRE (4,460 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an "X" found cut in concrete 286.09 feet left of proposed Gattis School Road Baseline Station 177+70.94, being an angle point in the easterly boundary line of Lot 5, Block "A" and the southerly boundary line of Lot 2, Block "A" said Stonecrest Retail Subdivision, same being the northwesterly corner of said Lot 4;

THENCE, with the common boundary line of said Lot 4 and said Lot 5, S 02°29'15" E, passing at a distance of 221.35 feet an iron rod with aluminum cap stamped "ROW 4933" in the proposed northerly right of way (ROW) line of Gattis School Road (ROW width varies), continuing with said proposed ROW, for a total distance of 224.83 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10155070.54, E=3152883.68 TxSPC Zone 4203) set 62.00 feet left of proposed Gattis School Road Baseline Station 177+90.87 for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

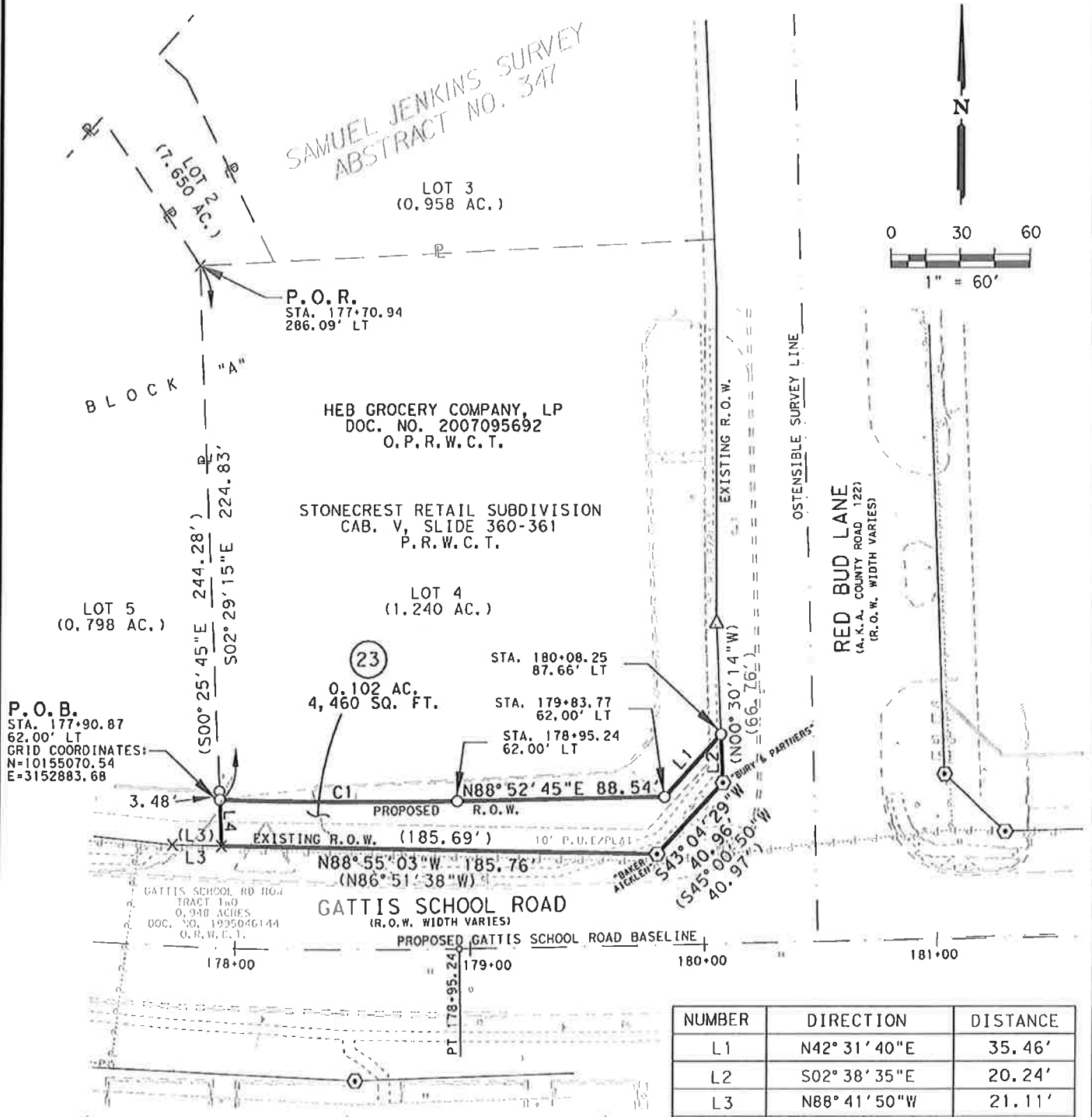
THENCE, departing said Lot 5, with said proposed ROW line, through the interior of said Lot 4, the following three (3) courses:

- 1) Along a curve to the left, having a delta angle of **02°59'24"**, a radius of **1938.00** feet, an arc length of **101.13** feet and a chord which bears **S 89°37'33" E**, for a distance of **101.12** feet to an iron rod with aluminum cap stamped "ROW 4933" set 62.00 feet left of proposed Gattis School Road Baseline Station 178+95.24, for a point of tangency;
- 2) **N 88°52'45" E**, for a distance of **88.54** feet to an iron rod with aluminum cap stamped "ROW 4933" set 62.00 feet left of proposed Gattis School Road Baseline Station 179+83.77, for an angle point;
- 3) **N 42°31'40" E**, for a distance of **35.46** feet to an iron rod with aluminum cap stamped "ROW 4933" set 87.66 feet left of proposed Gattis School Road Baseline Station 180+08.25, being in the easterly boundary line of said Lot 4, same being the existing westerly ROW line of Red Bud Lane (ROW width varies), for the northeasterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said existing westerly ROW line of Red Bud Lane, same being the easterly boundary line of said Lot 4, the following two (2) courses:

- 4) **S 02°38'35" E**, for a distance of **20.24** feet to a 1/2" iron rod with plastic cap stamped "Bury & Partners" found, for an angle point of the herein described tract;

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N42° 31' 40"E	35.46'
L2	S02° 38' 35"E	20.24'
L3	N88° 41' 50"W	21.11'
(L3)	(N86° 51' 38"W)	(21.07')
L4	N02° 29' 15"W	19.44'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 59' 24"	1938.00'	101.13'	101.12'	S89° 37' 33"E

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

PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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PARCEL 23

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

* FENCE CORNER POST FOUND	⊕ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	⊕ PROPERTY LINE
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
⊙ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	∩ DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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 OF NO.1827487-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 5, 2018, ISSUE DATE JULY 16, 2018.

1. RESTRICTIVE COVENANTS: CABINET V, SLIDE 360, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, DOCUMENT NOS. 199961930, 2001019243, 2001019244, 2001003876, 2002009653, 2002009654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- 10B. 10 FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTH AND SOUTHEAST PROPERTY LINE AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.
- C. 5 FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.
- D. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 199961930 AND AMENDED IN DOCUMENT NO. 2001020940, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- E. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001003876, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- F. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001019243 AND AMENDED IN, DOCUMENT NO. 2002009653, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- G. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001019244 AND AMENDED IN, DOCUMENT NO. 2002009654 AND DOCUMENT NO. 2005003517, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.
- H. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2002013417, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 5 July 2019



M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

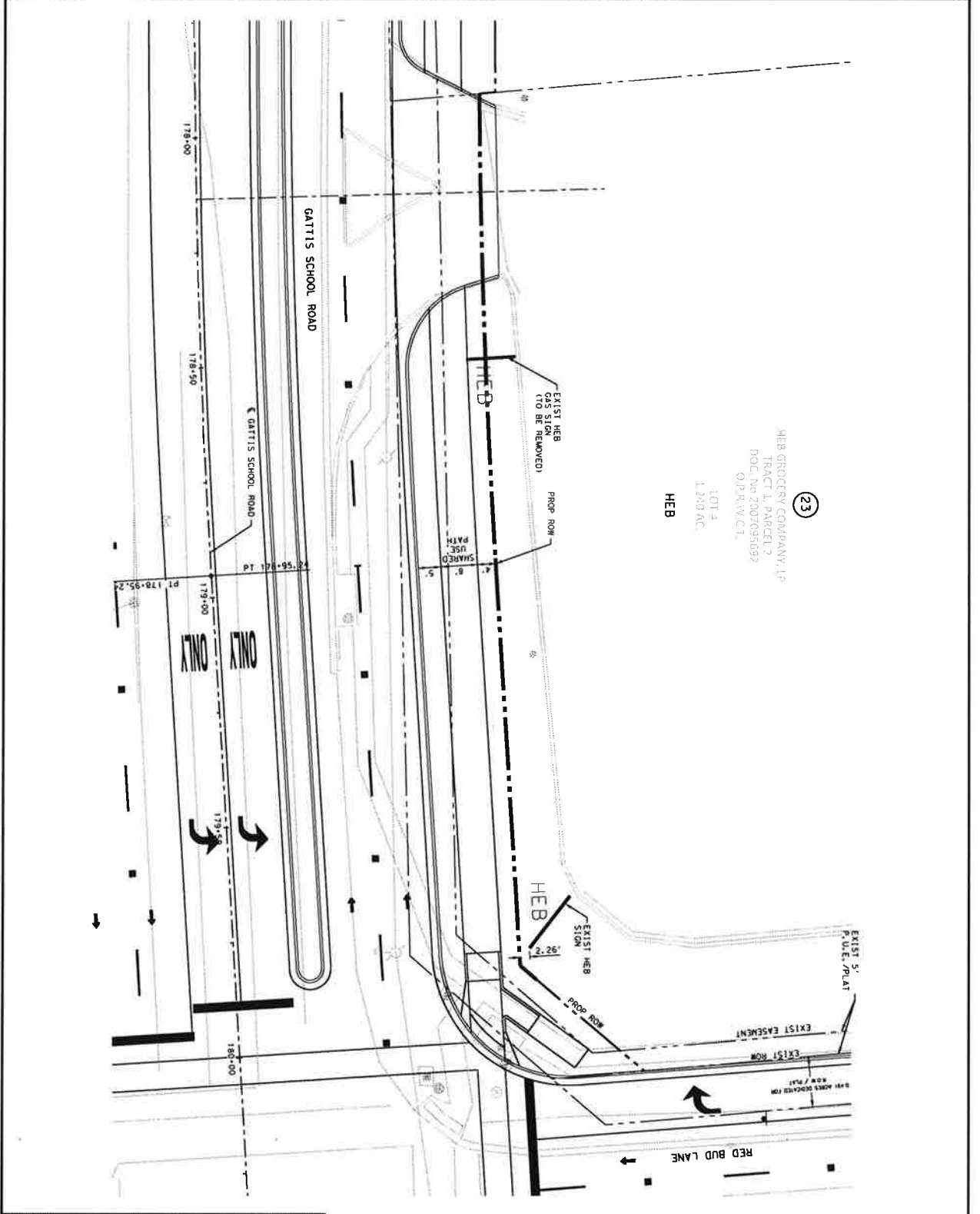
	ACRES	SQUARE FEET
ACQUISITION	0.102	4,460
CALC/DEED AREA	1.240	54,014
REMAINDER AREA	1.138	49,554



PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

PARCEL 23

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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HEB GROCERY COMPANY, LP
 TRACT L, PARCEL 2
 DOC. No: 2007035897
 Q.P. REV. C.L.
 LOT 4
 1.240 AC.
 HEB

PRELIMINARY
 SUBMITTED FOR INTERIM REVIEW
 Under the authority of:
 ARNOLD GONZALES, JR., PE NO 98234
 DATE: 7/19/2019, 11:15 AM
 TO BE USED FOR CONSTRUCTION,
 BIDDING OR PERMIT PURPOSES

NO.	DATE	REVISION	APPROVED

7/19/2019

BCE
 ROUND ROCK TEXAS

**GATTIS SCHOOL ROAD
 PARCEL 23
 EXHIBIT**

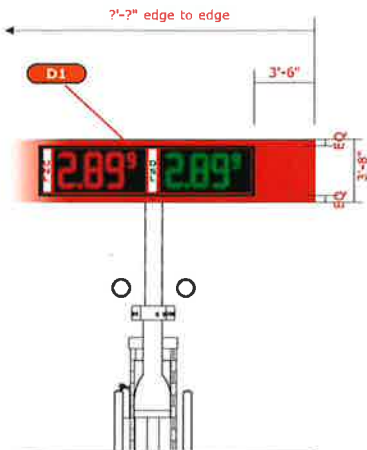
DESIGNED BY: ET
 DRAWN BY: NI
 CHECKED BY: AG
 APPROVED BY: AG

SHEET 1 OF 1

EXHIBIT 'C'
Page 1 of 2



D1/Fin D2/Fin D3/Fin S/F DOUBLE-PRODUCT LED
QTY: 3 Scale: 1/2"=1'-0"



ELEVATION Scale: 3/16"=1'-0"

- 01 Top exhaust vents - do not block.
- 02 Bottom intake vents - do not block.
- 03 Removable side retainers.
- 04 LED units. These units to light day & night.
- 05 Plastic faces with vinyl copy; internally illuminated by T-8 I/O fluorescent lamp. These faces to light at night only.

- COLORS**
- Cabinet/retainers/divider bars- pms red # 485c.
 - Red side: LED- Red; Product- Red # 3630-43 on white background.
 - Green side: LED- Green; Product- Green # 3630-26 on white background.

ELECTRICAL REQUIREMENTS:
 Input Voltage: 120 VAC
 Control 24/7 = 2.5 Amps
 Lighting= TBD
 TOTAL = TBD

- Pms 485c, (3632-43 Red)
- Standard
- Green 3630-26

- LED DIGIT, RED
- LED DIGIT, GREEN



Proposal Drawing
 Final Drawing

Client: HEB Grocery Co LP
 Location: 3780 Getts School Rd., Round Rock, TX 78664
 Salesperson: Pete Sitterle
 Proj. Mngs: Patti Colby
 Date: 2/9/18
 Designer: Andrew Silvestro
 File Name: 18-2374 HEB
 #101 Round Rock, TX Fast
 Re-Image FINAL 1
 Proposal #: 38250
 Job #: 18-2374

Revisions

R1: 2/15/18: Add 1/2\"/>



TALK # 18010

Corporate Office
 Ben Anderson
 239 West Turley
 Ben Anderson, TX 76018
 PH: (817) 341-7844

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 13336 W. Irving Highway
 Irving, TX 75038
 PH: (972) 970-1084

Houston Branch
 6908 Broadway Rd.
 Houston, TX 77065
 PH: (281) 488-8591

Austin Branch
 5487 B. Loop W. Bldg. 110
 Round, TX 78740
 PH: (512) 978-8000

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SOUTH ELEVATION



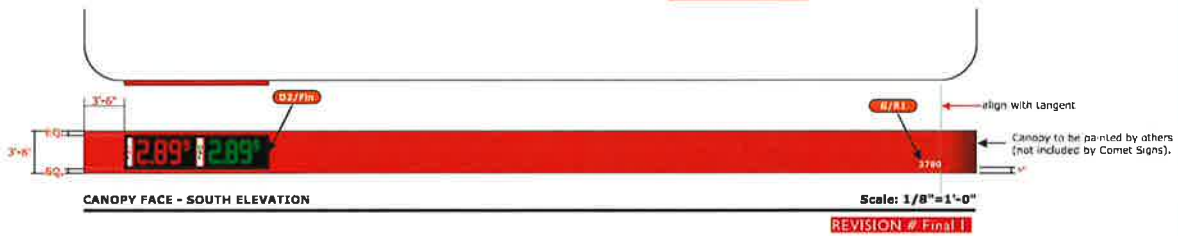
NORTH ELEVATION



CANOPY FACE - WEST ELEVATION

Scale: 1/8"=1'-0"

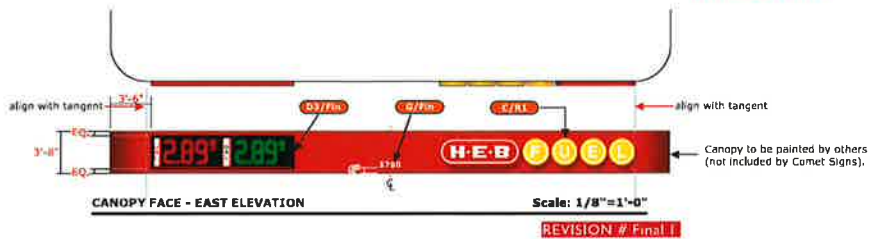
REVISION # Final 1



CANOPY FACE - SOUTH ELEVATION

Scale: 1/8"=1'-0"

REVISION # Final 1



CANOPY FACE - EAST ELEVATION

Scale: 1/8"=1'-0"

REVISION # Final 1



- Proposal Drawing
- Final Drawing

Client: HEB Grocery Co. LP
Location: 3780 Gattis School
Bd., Round Rock, TX 78664
Salesperson: Pete Sittlerle
Prj. Mgr.: Dahi Colby
Date: 2/8/18
Designer: Andrew Sifuentes
File Name: 18-2374 HEB
#101 Round Rock, TX Fuel
Re-Image FINAL 1
Proposal #: 38250
Job #: 18-2374

Revisions

R2/18-2/8/18: Added car wash
and auto & car wash attendant sign
to equipment. Revised due to sign
changes.
R3/18-3/14/18: Added two more
signs (E/S).
R4/18-4/12/18: Sign 'M'
(equipment) changed 'Midwest'
to 'Midwest' (equipment).
R5/18-5/15/18: New sign canopy
price with 'HEB' and sign 'S'
equipment to 'S'.
R6/18-6/27/18: New canopy to
add 'HEB' sign to 'S'.



IDL # 18010

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