

EXHIBIT

"A"

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrllaw.com

January 29, 2021

Comet Realty, L.L.C
800 N. Georgetown Street
Round Rock, Texas 78664

Re: City of Round Rock
Heritage Trail easement
Parcel No.: 5

Dear Mr. Burgess:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a trail easement interest in and across portions of the property owned by Comet Realty, L.L.C. ("Owner") as part of the City of Round Rock's ("City") proposed Heritage Trail improvements and related appurtenances ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to City of a fully executed and acknowledged trail easement ("Easement") in and across that certain parcel of land being 0.519 acre, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, City shall pay Owner the sum of **\$87,033.00** in cash.

2. If requested by City, the Closing and completion of this transaction shall take place at Independence Title ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to City in completion of this transaction. City shall be responsible for all typical closing fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist City and Title Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding please execute this letter where indicated below and return it to me, and we will have this approved and signed by the City and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.


Very truly yours,



Don Childs
Sheets & Crossfield, PLLC

AGREED:

COMET REALTY, L.L.C.

By: 

Name: TERRY BURGESS

Its: PRESIDENT

Date: 2/20/21

ACCEPTED AND AGREED:

CITY OF ROUND ROCK, TEXAS

By:_____

Printed Name:_____

Its:_____

Date:_____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

TRAIL EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§

§ **KNOW ALL BY THESE PRESENTS:**

§

That COMET REALTY, L.L.C., and its successors and assigns, (“Grantor”, whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a home-rule municipality situated in the County of Williamson and State of Texas (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a public trail easement, for the benefit of the general public, in the form of recreational trails over and across the below-described property, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such trails; together with the express right to construct such recreational trails and associated facilities and maintain the easement area by clearing and removing vegetation, silt and debris therefrom, in, upon, over, under, above and across the below-described property (the “Property” or “Easement”):

All of that certain 0.519 acre (22,606 Sq. Ft.) tract of land in the Wiley Harris Survey, Abstract No. 298, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein **(Parcel 5)**.

The perpetual easement, rights-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public recreational trail facilities, public trail materials and related appurtenances, equipment and signage.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described Property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easements, rights and privileges herein granted shall be perpetual, provided however that said easements, rights, and privileges shall cease and revert to Grantor in the event the facilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The easements, rights and privileges granted herein are exclusive, and Grantor covenants that they will not convey any future easement or conflicting rights within the Property covered by this grant, unless otherwise specified herein, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) City Engineer at 2008 Enterprise Drive, Round Rock, Texas 78664. Following receipt of such notice, the City of Round Rock shall have ten (10) days in which to respond in writing granting consent, conditioning consent upon reasonable safeguards, or denying consent.

Grantor reserves the right to grant additional easements for utility use across the Easement or the Property, but not longitudinally over the Easement, provided (1) crossings are made at not less than approximate 45° angle to the trail facilities; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Grantee's trail facilities, as reasonably determined by Grantee. If approval by City of Round Rock is required, then such approval shall not be unreasonably withheld.

Grantor further grants to Grantee:

- (a) the right to grade the easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the easement to such extent as Grantee may find reasonably necessary;
- (b) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement and to trim and to cut down and clear away any trees on either side of the Easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee;
- (c) the right to mark the location of the Easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement;

Grantee hereby covenants and agrees:

- (a) Grantee shall promptly backfill any trench made by it on the Easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;
- (b) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Property for any and all purposes which do not interfere with and prevent the use by Grantee of the easement. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easements; provided, however, before constructing any improvements, at least ten (10) days written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Property, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easements.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said facilities, all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken, considering the uses and purposes of the rights granted herein.

Grantor hereby dedicates the Easement as a trail easement for the purposes stated herein.

This Easement is being delivered in lieu of condemnation.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2021.

[signature pages follow]

GRANTOR:

COMET REALTY, L.L.C.

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of the month of _____, 2021, by _____, in the capacity and for the purposes and consideration therein expressed.

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 A
PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.519 ACRE (22,606 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.762 ACRE TRACT OF LAND CONVEYED TO COMET REALTY, L.L.C. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008091376 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.519 ACRE (22,606 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Capped Iron Rod stamped "Inland 4933" set in the westerly boundary line of said 2.762 acre tract, same being in the easterly boundary line of Lot 10 of Heritage Center, a subdivision of record in Cabinet F, Slides 294-295 of the Plat Records of Williamson County, Texas, for the northwesterly corner of the herein described tract, from which a 1/2" iron rod found being the northwesterly corner of said 2.762 acre tract, same being the southwesterly corner of that remainder of a called 4.52 acre tract of land conveyed to George Johns Post No. 477, American Legion by instrument in Volume 423, Page 614 of the Deed Records of Williamson County, Texas, also being in said easterly boundary line of Lot 10, Heritage Center, bears N 02°01'14" W for a distance of 116.70 feet to a calculated point and N 02°00'11" W, pass at a distance of 16.22 feet a Capped Iron Rod stamped "Diamond" found, for a total distance of 109.86 feet;

THENCE, departing said easterly boundary line of Lot 10, through the interior of said 2.762 acre tract, the following three (3) courses;

- 1) **N 84°56'58" E** for a distance of **15.91** feet, to a Capped Iron Rod stamped "Inland 4933" set;
- 2) **S 50°21'48" E** for a distance of **23.81** feet to a Capped Iron Rod stamped "Inland 4933" set;
- 3) **S 89°06'09" E** for a distance of **172.65** feet to a Capped Iron Rod stamped "Inland 4933" set in the easterly boundary line of said 2.762 acre tract, same being in the existing westerly Right-of-Way (R.O.W.) line of Georgetown Street (variable width R.O.W.), for the northeasterly corner hereof, from which the northeasterly corner of said 2.762 acre tract, same being the southeasterly corner of said remainder of 4.52 acre tract, bears N 12°23'46" E for a distance of 229.30 feet to a calculated point, N 10°08'46" E for a distance of 111.22 feet to a calculated point and N 06°08'46" E, pass at a distance of 38.00 feet a 1/2" Iron Pipe found, for a total distance of 39.92 feet;

THENCE, with said common boundary and R.O.W. line, **S 12°23'46" W**, pass at a distance of 62.36' feet a 1/2" Iron Pipe found 2.48 feet right of this course, for a total distance of **109.66** feet to a calculated point in the record approximate calculated centerline of Brushy Creek being the southeasterly corner of said 2.762 acre tract, for the southeasterly corner hereof;

County: Williamson
Parcel: PARCEL 5 (Comet Realty 2.762 Acres)
Project: Heritage Trail

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August 13, 2020

THENCE, departing said westerly R.O.W. line, with said centerline of Brushy Creek, same being the southerly boundary line of said 2.762 acre tract, for area calculations only, the following two (2) courses:

- 1) **S 88°53'46" W** for a distance of **82.87** feet to a calculated point;
- 2) **S 76°48'46" W** for a distance of **97.80** feet to a calculated point being the southwesterly corner of said 2.762 acre tract, for the southwesterly corner hereof;

THENCE, departing said centerline of Brushy Creek, **N 02°01'14" W**, pass at a distance of 25.20 feet a calculated point being the southeasterly corner of said Lot 10, continuing with the common westerly boundary line of said 2.762 acre tract and said easterly boundary line of Lot 10, for a total distance of **147.60** feet to the **POINT OF BEGINNING**, containing 0.519 acres (22,606 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 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

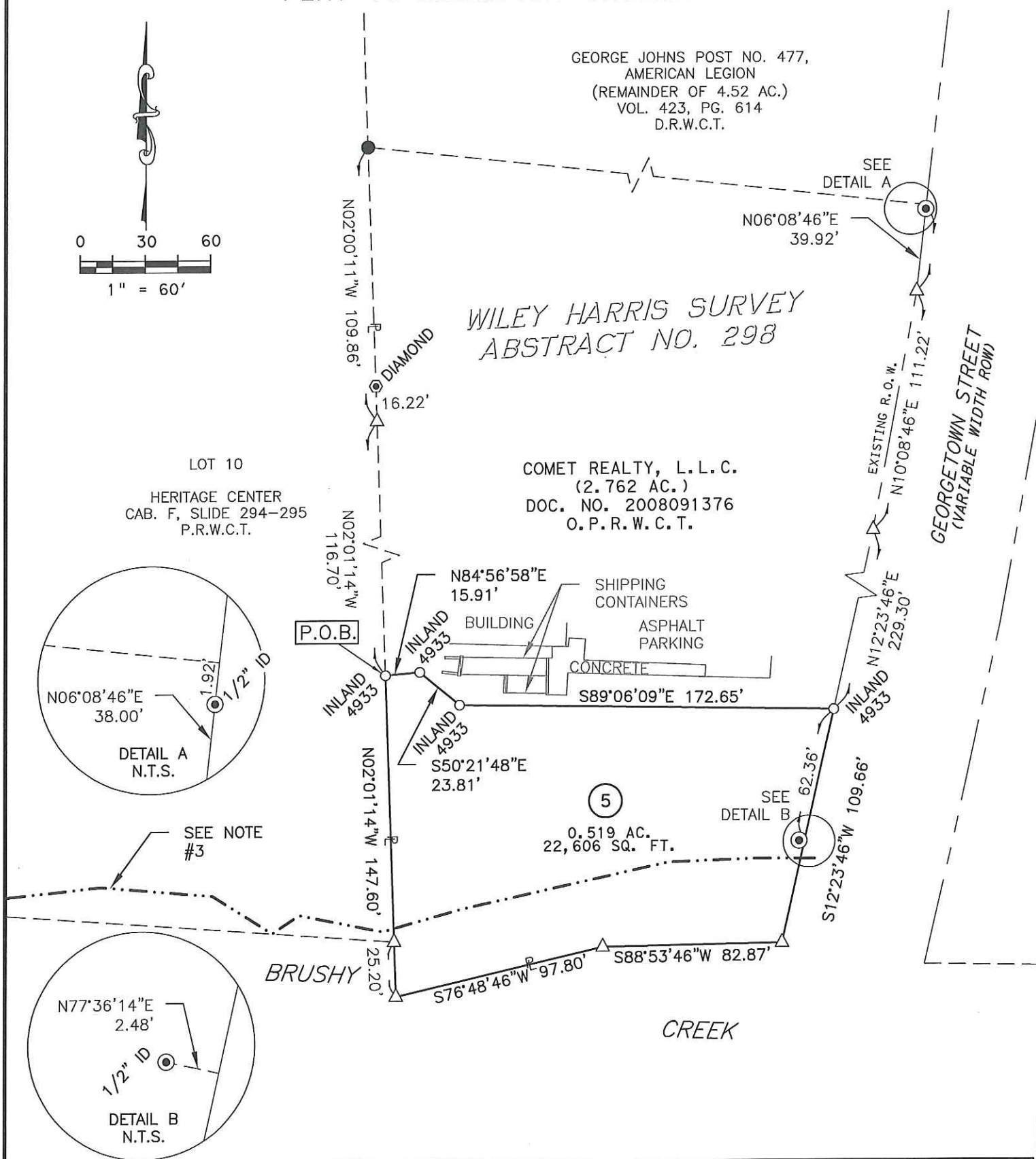
14 AUG 2020

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



EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



PARCEL 5
ACQUISITION
0.519 ACRES
22,606 SQUARE FEET

AUGUST 13, 2020
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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

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

⊙	IRON ROD WITH CAP FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND UNLESS NOTED	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT TxDOT TYPE I MONUMENT	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
○	IRON ROD WITH CAP SET	N.T.S.	NOT TO SCALE
⌚	PROPERTY LINE	P.U.E.	PUBLIC UTILITY EASEMENT
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS	P.O.B.	POINT OF BEGINNING
		()	RECORD INFORMATION

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.
- 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.
- 3) GRADIENT EDGE OF WATER LINE ON APRIL 15, 2020, AS IMPOUNDED BY VETERAN'S PARK DAM.

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 14 AUG 2020

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



PARCEL 5
ACQUISITION
0.519 ACRES
22,606 SQUARE FEET

AUGUST 13, 2020
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