

EXHIBIT

"A"

POSSESSION AND USE AGREEMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

WHEREAS, GEORGETOWN TITLE COMPANY, INC., hereinafter referred to as "GRANTOR", whether one or more, is the owner of that certain piece, parcel or tract of land in Williamson County, Texas, being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, ROUND ROCK, TEXAS, "GRANTEE", plans to acquire a fee simple interest in the tract(s) of land described in Exhibit "A", whether through contract and conveyance or through eminent domain proceedings; and

WHEREAS, the GRANTEE must have possession of said-described tract of land for the purposes described below,

Reconstruction of Round Rock Avenue ("Project").

NOW THEREFORE, BE IT KNOWN:

That in consideration of the payment of TWO HUNDRED FIFTY-TWO THOUSAND AND 00/100 Dollars (\$252,000.00), which amount represents 90% of the City's appraised value of the Property to be acquired, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto the GRANTEE, its employees, agents and assigns an irrevocable right-of-entry, possession, and construction easement, with the right of exclusive possession over, upon, and across those tracts of land described in Exhibit "A".

GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens and encumbrances on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. The GRANTOR further agrees to indemnify the GRANTEE from all unreleased or undisclosed liens, claims or encumbrances that are known to GRANTEE and that affect the Property.

It is expressly agreed, acknowledged, and understood that the consideration paid hereunder shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property interests described in Exhibit "A", and any other real property situated on Exhibit "A" or on the remainder property adjacent to Exhibit "A" to be acquired from GRANTOR. The minimum purchase price shall be \$280,000.00.

It is expressly agreed, acknowledged, and understood that the easements, rights, and privileges herein granted are assignable and shall be used by the GRANTEE, its employees, agents, contractors and assigns, for the purposes of entering upon the above-described property,

before the closing of the contemplated real estate transaction or the acquisition of title through condemnation, and proceeding with surveying, site review and analysis, utility relocation, actual construction on the Project, and all manner of preparation and work attendant thereto. Utility relocation, if any, shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines, and their attendant facilities from the existing roadway right-of-way on the property described in Exhibit "A".

The GRANTEE, its employees, agents, and assigns shall have the full and exclusive right to control and use the above-described tracts, including the right to erect and maintain fencing and traffic and pedestrian control and devices and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade the real property itself and the right to remove any and all improvement and structures.

At no time during the possession of the property by GRANTEE for the purposes described herein shall GRANTOR be denied reasonable access and/or ingress to or egress from the remaining property.

The easement, rights, and privileges herein granted shall automatically terminate upon the contemplated closing of the above-described real estate transaction or the rendition of a final judgment in condemnation proceedings. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

The parties further agree as follows:

1. That by virtue of the granting of permission to the GRANTEE to take possession of the Property in accordance with this Agreement, GRANTOR does not waive any legal rights or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas or any other provisions of the law that GRANTOR may have in connection with the acquisition of any rights to the Property by the GRANTEE.
2. That this Right of Entry, Possession, and Construction Easement is irrevocable by GRANTOR but only valid until sixty (60) business days after the filing of a Special Commissioners' award in the Cause. Thereafter, continued possession, if at all, will be pursuant to a deposit of a Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.
3. The date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of final execution of this Agreement by all of the parties.
4. This Agreement shall be binding upon the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties. Specifically, Grantor's heirs, devisees, executors, administrators, legal representatives, successors or assigns are bound by terms of this agreement which state that the consideration paid hereunder to Grantor shall be credited against, applied towards, and offset from any consideration to be paid in satisfaction of an agreed purchase price under a contract and conveyance or in

satisfaction of the award of the Special Commissioners or subsequent judgment in any condemnation proceeding for the acquisition of the property described herein, whether said Grantor is or is not the owner of said property, now or in the future.

5. The easement, right, and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by this grant. This grant shall be binding upon legal representatives, successors, and assigns of GRANTOR for the term of this grant.
6. GRANTEE agrees that it will not take possession of the Property for the purposes set out in this easement prior to January 31, 2014. GRANTOR shall fully vacate the Property, including the removal of any personal property desired to be retained by GRANTOR, on or before January 31, 2014.
7. GRANTOR agrees to notify any tenants on the Property to vacate the Property as soon as possible pursuant to Texas law. Notice to vacate shall be provided within three days after the execution of this Agreement.
8. GRANTEE and GRANTOR agree that both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the GRANTOR asks for a special commissioners' hearing to be scheduled. Any award that exceeds \$280,000.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.
9. GRANTOR agrees to deposit the \$252,000.00 into an escrow account at Georgetown Title Company. This sum shall remain in escrow until a final purchase price is negotiated between the parties or until the Special Commissioners' award is finalized.

TO HAVE AND TO HOLD the possession of the above-described tracts of land for the purposes and subject to the limitations described above, and GRANTOR warrants that he knows of no persons or business entity owns a present possessory interest in the fee title to the above-described premises other than GRANTOR, and that there are no parties in possession of any portion of the referenced real property as lessees other than identified herein.

[signature page follows]

Executed this the 13th day of November, 2013.

GRANTOR:

GEORGETOWN TITLE COMPANY, INC.

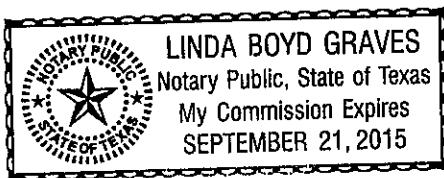
By: [Signature]
Mike Cumberland, President
Address: 702 Rock Street
Georgetown, TX 78626

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13th day of November, 2013 by Mike Cumberland, President, in the capacity and for the purposes and consideration recited herein.



Linda Boyd Graves
Notary Public, State of Texas
Printed Name: Linda Boyd Graves
My Commission Expires: _____

GRANTEE:

ROUND ROCK, TEXAS

By: _____
Alan McGraw
Mayor

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 20____, by Alan McGraw, Mayor of Round Rock, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of _____
Printed Name: _____
My Commission Expires: _____

After recording, return to:

Charles Crossfield
Sheets & Crossfield
309 East Main St.
Round Rock, Texas 78664

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only.
To select the proper form, fill in blank spaces, strike out form provisions or insert
special terms constitutes the practice of law. No "standard form" can meet all
requirements.

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WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

2544

} KNOW ALL MEN BY THESE PRESENTS:

That FRANKLIN SAVINGS ASSOCIATION

of the County of Travis and State of Texas for and
in consideration of the sum of Ten and No/100 DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of
which is hereby acknowledged, and the further consideration of the execution and delivery by
grantee of its one certain promissory note of even date herewith, in the principal
sum of Thirty-Seven Thousand Six Hundred Dollars (37,600.00), payable to the order
of grantor in monthly installments and bearing interest as therein provided, containing
the usual clauses providing for acceleration of maturity and for attorney's fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of
trust of even date herewith to Charles A. Betts Trustee,
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
GEORGETOWN TITLE CO., INC.
of the County of Williamson and State of Texas, all of the following described real
property in Williamson County, Texas, to-wit:

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Lot No. Five (5), Lot No. Six (6), and
Lot No. Seven (7), Block Twenty-Three (23),
a subdivision in Williamson County, Texas,
according to the map or plat thereof of record
in Volume 2, Page 36, Plat Records of Williamson
County, Texas

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and
appurtenances thereto in anywise belonging unto the said grantee, its successors ~~and assigns~~ and assigns
forever; and it do hereby bind itself, its successors/ ~~its, heirs and assigns~~
WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part
thereof, by, through or under it but not otherwise.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above
described premises, is retained against the above described property, premises and improvements until the above
described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof,
when this Deed shall become absolute.

This conveyance is made expressly subject to all easements and valid restrictions
of record in the Office of the County Clerk of Williamson County, Texas, affecting the
title to the above described property.

EXECUTED this day of September , A. D. 1977

FRANKLIN SAVINGS ASSOCIATION

By: *Charles A. Betts*
Charles A. Betts, President

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared *CHARLES A. BETTS*
PRESIDENT of *FRANKLIN SAVINGS ASSOCIATION*,
a corporation known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that
he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of
said corporation.

Given under my hand and seal of office on this the

8th day of September , A. D. 1977
James R. Stegall
Notary Public in and for County, Texas.

THE STATE OF TEXAS
County of Williamson

Dick Cervenka, Clerk of the County Court of said County, do hereby certify
that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office
on the *8th* day of *Sept.* A. D. 1977, at *2:00* o'clock P.M., and duly recorded this
the *9th* day of *Sept.* A. D. 1977, at *9:30* o'clock A.M., in the
Deed Records of said County, in Vol. *682* pp. *213*

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas,
the date last above written.

By: *Marie Brizuela* Deputy

DICK CERVENKA, CLERK,
County Court, Williamson County, Texas