

# EXHIBIT

## "A"

### REAL ESTATE CONTRACT

Old Settlers Blvd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SIENA MUNICIPAL UTILITY DISTRICT NO. 1**, (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 3.235 acre (140,929 square foot) tracts of land out of and situated in the Robert McNutt Survey, Abstract No. 422 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein;

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 TWO HUNDRED SEVENTY-THREE THOUSAND and 00/100 Dollars (\$273,000.00).

#### Payment of Purchase Price

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

#### Special Provisions and Additional Consideration

2.03. Proposed Project Improvements. As an obligation which shall survive the Closing of this transaction, and as additional consideration for the purchase and sale of the Property, Purchaser agrees that, as part of the proposed Old Settlers Blvd. roadway extension construction project ("Project"), it shall cause the construction of the 6' to 8' tall corridor fencing constructed

of recycled rubber by Eco-Wall or another manufacturer of similar quality and appearance, the proposed retaining walls, the 6' wide sidewalk, the 10' wide shared-use path, the crosswalk at the intersection of Old Settlers Blvd. and CR 110, and the sidewalk along the westerly right-of-way of CR 110 connecting Old Settlers Blvd. to Seller's existing trail system approximately 500 feet south of the Project, all of which are depicted on or described in the attached Exhibit "B" and all of which must be constructed pursuant to plans and specifications in material conformance with the plan sheets attached as Exhibit "B", which plans and specifications Purchaser shall provide to Seller promptly upon formal, final approval by Purchaser and all other applicable regulatory authorities. Notwithstanding the foregoing, the parties acknowledge that the alignment of the sidewalk connection depicted on page 3 of Exhibit "B" is preliminary as of the effective date of this Contract, and any final location or configuration shall be determined by Purchaser after field data collection and verification and additional engineering review and design, and shall otherwise comply with any applicable City of Round Rock Code of Ordinances. By execution of this Contract, Seller hereby allows Purchaser, its contractors and agents to temporarily enter the remaining property of Seller only to the extent and for the duration as necessary to carry out the Project construction obligations of this Paragraph, and upon completion shall restore Seller's property to like or better condition than which existed prior to entry. The provisions of this Section 2.3 shall survive the Closing under this Contract.

### **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 conditions in Section 3.02 below (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

#### **Miscellaneous Conditions**

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

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

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

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

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

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

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company (the "Title Company") on or before June 10, 2022, or at such other time, date, and place as Seller and Purchaser may agree in writing (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser at Closing 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 the terms of such policy and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

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

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

### **ARTICLE VI BREACH BY SELLER**

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

### **ARTICLE VII BREACH BY PURCHASER**

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. In the event Purchaser shall fail to diligently pursue and complete its obligations under Section 2.03 of this Contract, Seller will be entitled to any and all rights and remedies available to Seller at law or in equity. For the avoidance of doubt, the foregoing sentence shall survive the Closing under this Contract.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

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

### Memorandum of Contract

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

### Compliance

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

### Effective Date

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

### Counterparts

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

[SIGNATURE PAGE FOLLOWS]

**SELLER:**

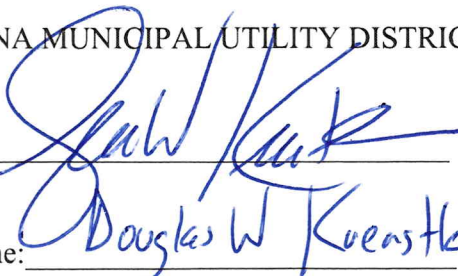
SIENA MUNICIPAL UTILITY DISTRICT NO. 1

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

  
Douglas W. Koenig  
President  
5/9/2022

Address:

c/o Armbrust & Brown, PLLC  
Attn: Kevin M. Flahive  
100 Congress Ave., Suite 1300  
Austin, Texas 78701

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_

Craig Morgan, Mayor

Address:

221 E. Main Street  
Round Rock, Texas 78664

Date: \_\_\_\_\_

## Exhibit "A"

### EXHIBIT "A"

County: Williamson  
Project: Old Settlers Blvd.  
Half AVO: 37145.001

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March 25, 2021

**BEING A 3.235 ACRE TRACT OF LAND (APPROX. 140,929 SQ. FT.) IN THE ROBERT MCNUTT SURVEY ABSTRACT NO. 422, BEING ALL OF LOT 1E, BLOCK JJ AND 3E, BLOCK II OF SIENA SECTION 23A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015008675 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO SIENA MUNICIPAL UTILITY DISTRICT NO. 1 IN DOCUMENT NO. 2016053677, O.P.R.W.C.T.; SAID 3.235 ACRE TRACT BEING HEREINAFTER DESIGNATED BY PART 1 AND PART 2, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

#### **PART 1 - 1.616 ACRES (APPROX. 70,391 SQ. FT.)**

**BEGINNING** at a 1/2-inch iron rod with "RJ Surveying" cap found in the east line of the 40.052 acre tract of land conveyed to City of Round Rock, Texas in Document No. 2018096958 O.P.R.W.C.T. for the southwest corner of said Lot 3E, being common corner with Lots 85 and 84 of said Siena Section 23A, having Texas State Plane NAD 83 (Central Zone) surface coordinate values N 10174299.60 and E 3155314.91;

**THENCE** North 05°33'35" West, with the west line of said Lot 3E, in part, being the east line of said 40.052 acre tract a distance of 100.28 feet to a 1/2-inch iron rod with "RJ Surveying" cap found for the northwest corner of said Lot 3E, being the southwest corner of Lot 65 for the northwest corner of the herein described tract of land;

**THENCE** North 80°12'43" East, with the north line of said Lot 3E, being the south lines Lots 65-74, Block II of said Siena Section 23A, at a distance of 145.52 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 65 and 66, at an additional distance of 102.69 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 66 and 67, at an additional distance of 106.09 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 68 and 69; at an additional distance of 53.03 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 69 and 70, at an additional distance of 52.88 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the common corner of Lots 70 and 71, at an additional distance of 52.99 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 71 and 72, at an additional distance of 53.13 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 72 and 73, in all, a distance of 702.23 feet to a 1/2-inch iron rod with "ATS" cap found in the curving west right-of-way line of Porano Circle (50' right-of-way width) for the northeast corner of said Lot 3E, being the southeast corner of said Lot 74;

**THENCE** with the west right-of-way line of Porano Circle, being the east line of said Lot 3E, with said curve to the left, having a radius of 1509.29 feet, a delta angle of 03°48'05", an arc length of 100.13 feet, and a chord which bears South 07°50'20" East, a distance of 100.12 feet to a calculated point for the southeast corner of Lot 3E, being the northeast corner of Lot 75, Block II of said Siena Section 23A, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found bears South 09°07'18" East, a distance of 0.30 feet;

**THENCE** South 80°12'58" West, with the southeast line of said Lot 3E, being the northwest lines of Lots 75-84, Block II of said Siena Section 23A, at a distance of 188.52 feet passing a 1/2-inch iron rod found at the common corner of Lots 77 and 78, at an additional distance of 106.29 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 79 and 80, at an additional distance of 53.22 feet passing a 1/2-inch iron rod with "RJ



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Surveying" cap found at the common corner of Lots 80 and 81, at an additional distance of 52.53 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 81 and 82, at an additional distance of 136.84 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 83 and 84, in all, a distance of 706.22 feet to the **POINT OF BEGINNING** and containing 1.616 acres of land, more or less, within these metes and bounds.

**PART 2 - 1.619 ACRES (APPROX. 70,538 SQ. FT.)**

**BEGINNING** at a 1/2-inch iron rod with "RJ Surveying" cap found in the west right-of-way line of County Road 110 (CR 110) (right-of-way width varies) for the southeast corner of said Lot 1E, being the northeast corner of Lot 16A, Block JJ of the Final Plat of Siena Phase 1, Section 22B, having Texas State Plane NAD 83 (Central Zone) surface coordinate values N 10174547.60 and E 3156749.51;

**THENCE** South 80°07'48" West, with the south line of said Lot 1E, in part, being the north lines of said Lot 16A and Lots 15-11, Block JJ of said Siena Phase 1, Section 22B and Lots 7 and 6, Block JJ of said Siena Section 23A, at a distance of 177.25 feet passing a 1/2-inch iron rod found at the most northerly common corner of said Lots 15 and 14, at an additional distance of 80.25 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 14 and 13, at an additional distance of 53.05 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 13 and 12, at an additional distance of 52.89 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 12 and 11, in all, a distance of 416.63 to a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 10 and 11;

**THENCE** South 80°12'58" West, continuing with the south line of said Lot 1E, in part being the north lines of Lots 10, 9 and 8, Block JJ of said Siena Section 22B, and in part being the north line of Lots 7 and 6, Block JJ of said Siena Section 23A, at a distance of 52.97 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 10 and 9, at an additional distance of 53.00 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 9 and 8, at an additional distance of 53.12 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 8 and 7, in all, a distance of 283.03 feet to a calculated point in the east right-of-way line of Porano Circle for the southwest corner of said Lot 1E and southwest corner of the herein described tract of land, from which a 1/2-inch iron rod found bears North 16°20'35" East, a distance of 0.71 feet;

**THENCE** with the east right-of-way line of Porano Circle, being the west line of said Lot 1E, with a curve to the right, having a radius of 1459.29 feet, a delta angle of 03°55'55", an arc length of 100.14 feet, and a chord which bears North 07°46'20" West, a distance of 100.12 feet to a 1/2-inch iron rod with "ATS" cap found for the northwest corner of said Lot 1E, being the southwest corner of Lot 5, Block JJ of said Section 23A;

**THENCE** North 80°12'43" East, leaving the east right-of-way line of Porano Circle, with the north line of said Lot 1E and south lines of Lots 5-1 of Block JJ of said Siena Section 23A, passing a 1/2-inch iron rod found at the most southerly common corner of Lots 5 and 4 at a distance of 82.53 feet, at an additional distance of 52.97 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 4 and 3, at an additional distance of 53.05 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common

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corner of Lots 3 and 2, at an additional distance of 55.00 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 2 and 1, in all, a distance to the calculated point angle point in the south line of Lot 1;

**THENCE** North 80°08'22" East, continuing with the north line of said Lot 1E, in part, being the south lines of Lots 1, 3A and 2A Block JJ of said Siena Section 23A, at a distance of 19.14 feet passing a 1/2-inch iron rod with "ATS" cap found at the most southerly common corner of said Lots 1 and 3A, at an additional distance of 55.95 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of said Lots 3A and 2A, in all, a distance of 429.63 feet to a 1/2-inch iron rod with "Half" cap set in the west right-of-way line of CR 110, for the northeast corner of the herein described tract of land, from which a 1/2-inch iron rod with "RJ Surveying" cap found at an angle point the west right-of-way line of CR 110 bears North 02°23'03" West, a distance of 32.05 feet;

**THENCE** South 02°23'03" East, with the west right-of-way line of County Road 110 (R.O.W. width varies), being the east line of said Lot 1E, a distance of 100.87 feet to the **POINT OF BEGINNING** and containing 1.619 acres of land, more or less, within these metes and bounds;

**PART 1 - 1.616 ACRES (APPROX. 70,391 SQ. FT.)**

**PART 2 - 1.619 ACRES (APPROX. 70,538 SQ. FT.)**

**TOTAL 3.235 ACRES (APPROX. 140,929 SQ. FT.)**

NOTES:

Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.00012, scaled about 0.0. Units: U.S. Survey Feet. Last date of Field Survey: June 2, 2020.

I, Curtis Wayne Watts, 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 direction and supervision.



March 25, 2021

Curtis Wayne Watts, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6614  
Half Associates, Inc., TBPELS Firm No. 10029607  
9500 Amberglen Blvd., Bldg. F, Suite 125  
Austin, Texas 78729 512-777-4600

Date



LINE DATA		
LINE #	BEARING	DISTANCE
L1	N 05°33'35" W	100.28'
L2	N 05°33'35" W	22.55'
L3	N 02°23'03" W	32.05'
L4	S 02°23'03" E	100.87'

- LEGEND
- 1/2-INCH IRON ROD WITH "HALF" CAP SET
  - △ CALCULATED POINT
  - 1/2-INCH IRON ROD FOUND
  - 1/2-INCH IRON ROD WITH "AT" CAP FOUND
  - 1/2-INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT

PART 1 - 1.616 ACRES (APPROX. 70,391 SQ. FT.)  
PART 2 - 1.619 ACRES (APPROX. 70,538 SQ. FT.)  
TOTAL 3.235 ACRES (APPROX. 140,929 SQ. FT.)

CURVE DATA					
CURVE #	RADIUS	DELTA	LENGTH	BEARING	CHORD LENGTH
C1	1509.29'	3°48'05"	100.13'	S 07°50'20" E	100.12'
C2	1459.29'	3°55'55"	100.14'	N 07°46'20" W	100.12'

THIS IS A SURFACE DRAWING.  
BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83),  
CENTRAL ZONE 4201, BASED ON MULTIPLE, REPEATED GPS OBSERVATIONS.  
COMBINED SCALE FACTOR = 0.99980014394272  
(FOR SURFACE TO GRID CONVERSION)  
INVERSE SCALE FACTOR = 1.00012  
(FOR GRID TO SURFACE CONVERSION)  
SCALED ABOUT 0.9

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE  
BENEFIT OF COMMENT FOR TITLE AND MAY BE  
SUBJECT TO ADDITIONAL EASEMENTS OR  
RESTRICTIONS NOT SHOWN HEREON.

03-25-2021



3.235 ACRES (APPROX. 140,929 SQ. FT.)  
SIENA SECTION 23A  
ROUND ROCK, TEXAS

Project No.: 37145.001  
Issued: 03/25/2021  
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SCALE: 1" = 100'  
GRAPHIC SCALE



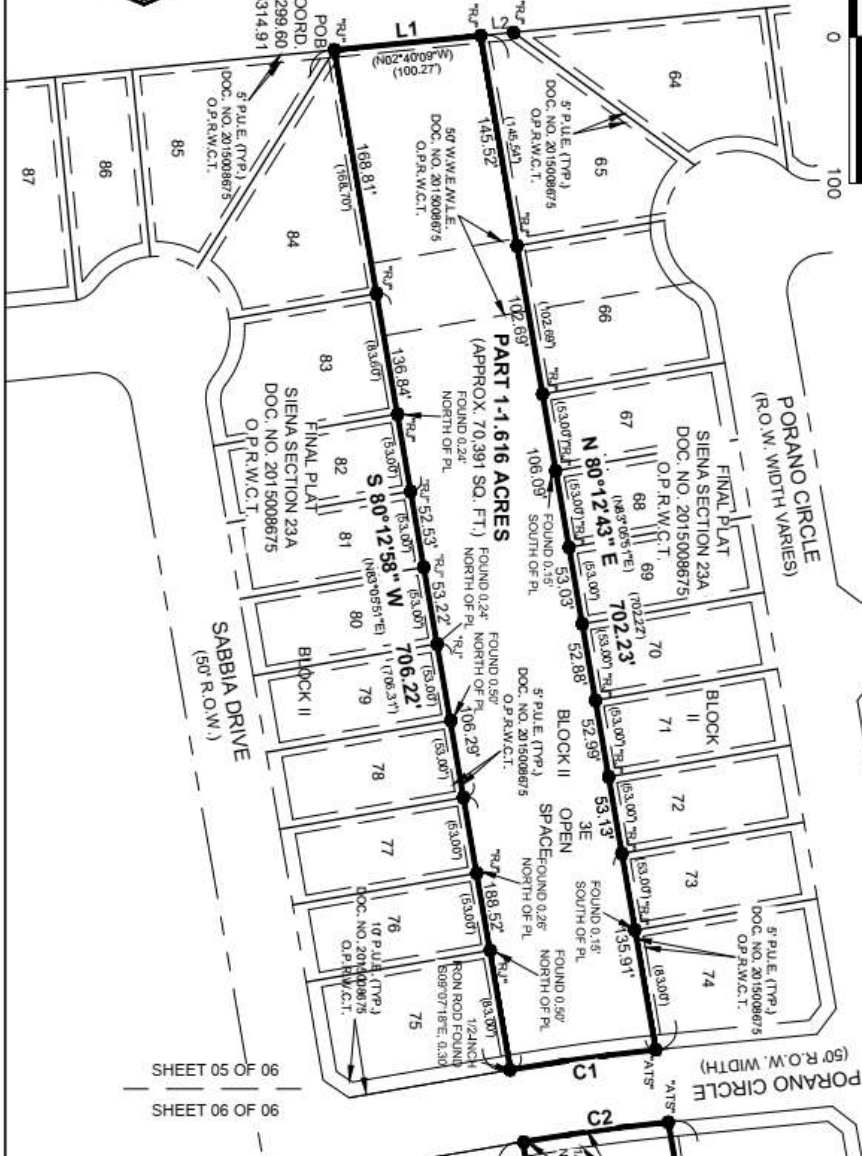
CITY OF ROUND ROCK, TEXAS  
CALLED (40.052 ACRES)  
DOC. NO. 2018098958  
O.P.R.W.C.T.

*Curts*

03-25-2021



SURFACE COORD.  
N 10174298.60  
E 3155314.91



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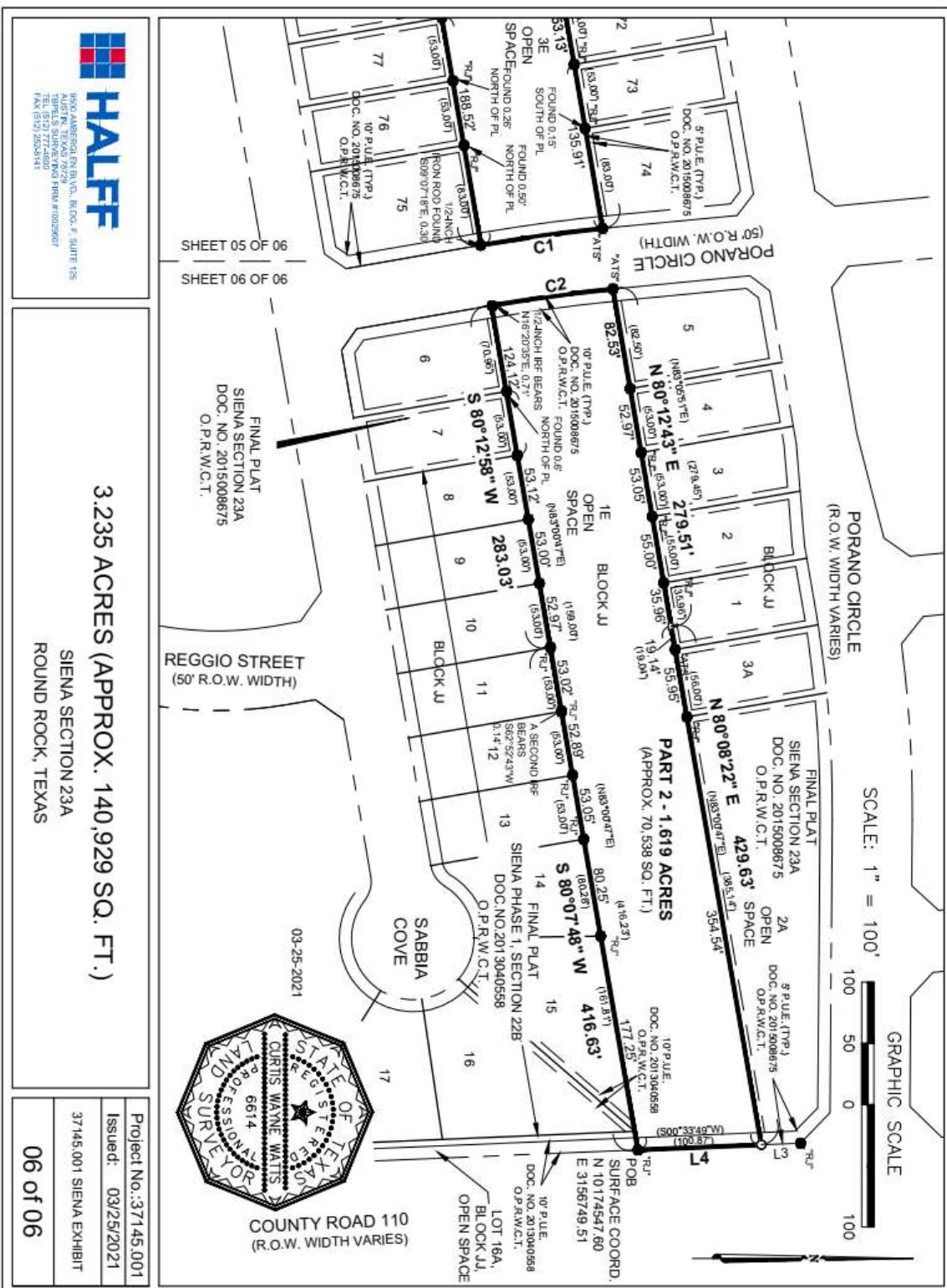
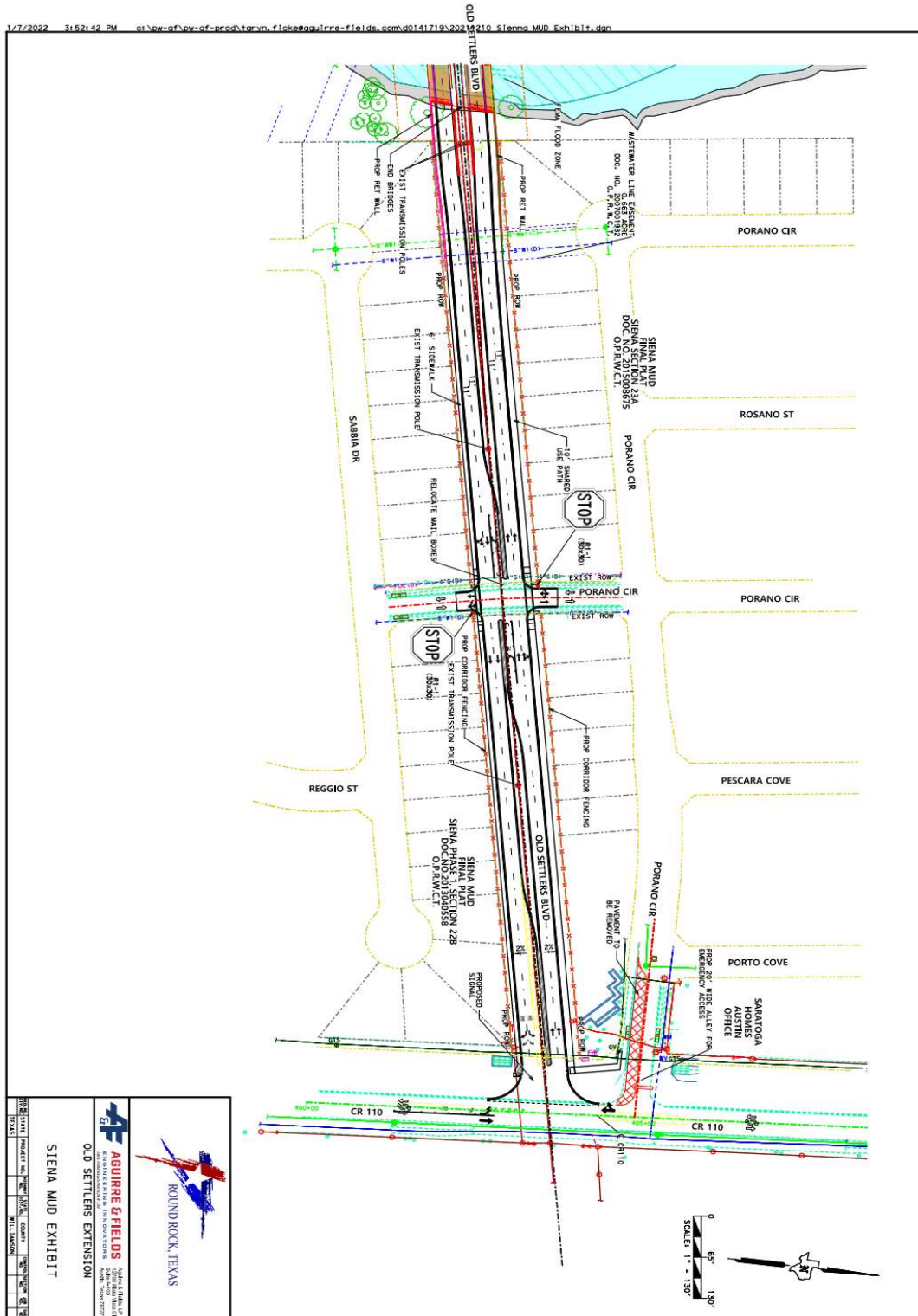
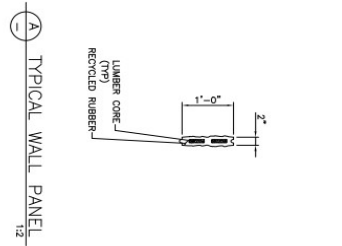


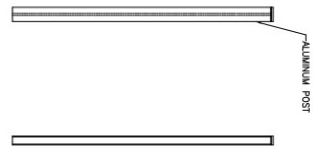
Exhibit “B”



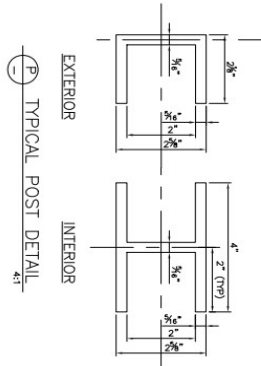
4/7/2021 3:24:20 PM kstedman



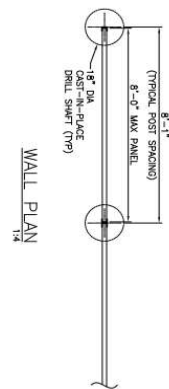
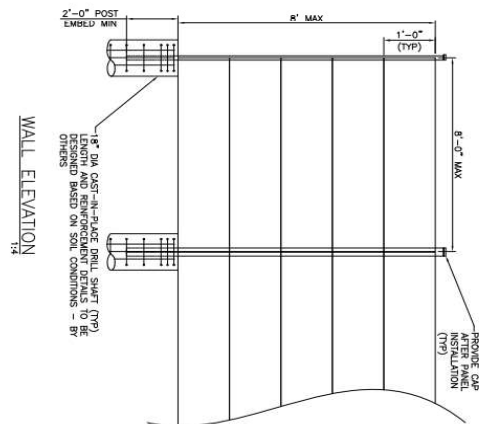
① TYPICAL WALL PANEL  
1:2



POST ELEVATION  $1:4$  POST END VIEW  $1:4$



4:1  
TYPICAL POST DETAIL

WALL PLAN  
1:4

WALL ELEVATION  
1:4



PILE DETAIL  
1:4

- GENERAL NOTES:**
- 1. THE DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS NOTED OTHERWISE
- DESIGN NOTES:**
- 1. STRUCTURAL DESIGN IN ACCORDANCE WITH THE 2015 AISC STEEL BUILDING MANUAL, 8TH EDITION
  - 2. DESIGN ACHORD LOAD BRIDGE SUPERSTRUCTURE PER AISC 360 AND AISC 341
  - 3.  $\phi_{tension} = 0.75$
  - 4.  $\phi_{compression} = 0.85$
  - 5.  $\phi_{shear} = 0.6$
  - 6.  $\phi_{flexure} = 0.9$
  - 7.  $\phi_{fatigue} = 0.7$
  - 8.  $\phi_{friction} = 0.85$
  - 9.  $\phi_{slab} = 0.9$
  - 10.  $\phi_{concrete} = 0.85$
  - 11.  $\phi_{steel} = 0.9$
  - 12.  $\phi_{weld} = 0.85$
  - 13.  $\phi_{bolt} = 0.75$
  - 14.  $\phi_{lap} = 0.85$
  - 15.  $\phi_{splice} = 0.85$
  - 16.  $\phi_{anchorage} = 0.85$
  - 17.  $\phi_{lap} = 0.85$
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  - 91.  $\phi_{anchorage} = 0.85$
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  - 96.  $\phi_{splice} = 0.85$
  - 97.  $\phi_{anchorage} = 0.85$
  - 98.  $\phi_{lap} = 0.85$
  - 99.  $\phi_{splice} = 0.85$
  - 100.  $\phi_{anchorage} = 0.85$
- MATERIALS:**
- 1. CONCRETE THE COMpressive STRENGTH: 4000 PSI
  - 2. 24 DAY TYP. POSTS SHALL BE ASTM A223 ALUMINUM
  - 3. ALLOY 6061-T6
  - 4. REINFORCED CONCRETE SHALL BE 4000 PSI
  - 5. GRADE V BAR REINFORCING STRENGTH = 2500 PSI

**MATERIALS:**  
• CONCRETE PILL

- CONCRETE PILE COMPRESSIVE STRENGTH: 3600 PSI @ 28 DAYS
- MATERIAL FOR POSTS SHALL BE ASTM B221 ALUMINUM ALLOY 6063 TO RECYCLED RUBBER
- WOOD SECTION SHALL CONFORM TO DOUGLAS FIR SS GRADE WITH BENDING STRENGTH = 2350 PSI

[illegible]







Exhibit "C"

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 SIENA MUNICIPAL UTILITY DISTRICT NO. 1, 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 3.235 acre (140,929 square foot) tract of land out of and situated in the Robert McNutt Survey, Abstract No. 422 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein.

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property: 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 Old Settlers Blvd.

**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, subject to the matters set forth herein, Grantor does hereby bind itself and its 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, but not otherwise, provided, however, that if any portion of the metes and bounds description of the property attached hereto as Exhibit "A" is located outside the boundaries of Lot 3E, Block II and Lot 1E, Block JJ, SIENA SECTION 23A, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2015008675, Official Public Records, Williamson County, Texas, then the conveyance of such portion of the property is made without warranty of title or any other warranty of any kind or nature.

Except as otherwise set forth herein and in the Real Estate Contract between Grantor and City of Round Rock, Texas for the property (the "Contract"), the property is being conveyed and sold by Grantor and purchased and accepted by City of Round Rock, Texas on an "as-is, where-is and with all faults" basis, and with any and all conditions and defects which may exist, and without the existence of and without reliance upon any representation, warranty, agreement, or statement by Grantor or anyone acting on behalf of Grantor including, without limitation, any broker, engineer, surveyor, appraiser or environmental consultants. City of Round Rock, Texas has the right under the terms of the Contract to thoroughly inspect and examine the property to the extent deemed necessary by City of Round Rock, Texas in order to enable City of Round Rock, Texas to evaluate the purchase of the property for City of Round Rock, Texas' intended use. City of Round Rock, Texas is relying solely upon such inspections, examinations and evaluations of the property by City of Round Rock, Texas and/or City of Round Rock, Texas' representatives in purchasing the property and shall hold Grantor harmless of any and all existing conditions and defects relative to the property.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the\_\_\_\_day of\_\_\_\_\_, 2022.

*[signature pages  
follow]*

**GRANTOR:**

SIENA MUNICIPAL UTILITY DISTRICT NO. 1

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §  
§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**ACCEPTED AND AGREED  
TO BY CITY OF ROUND ROCK, TEXAS:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §  
§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 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 "A"**  
**The Property**

EXHIBIT "A"

County: Williamson  
Project: Old Settlers Blvd.  
Half AVO: 37145.001

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March 25, 2021

**BEING A 3.235 ACRE TRACT OF LAND (APPROX. 140,929 SQ. FT.) IN THE ROBERT MCNUTT SURVEY ABSTRACT NO. 422, BEING ALL OF LOT 1E, BLOCK JJ AND 3E, BLOCK II OF SIENA SECTION 23A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015008675 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO SIENA MUNICIPAL UTILITY DISTRICT NO. 1 IN DOCUMENT NO. 2016053677, O.P.R.W.C.T.; SAID 3.235 ACRE TRACT BEING HEREINAFTER DESIGNATED BY PART 1 AND PART 2, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**PART 1 - 1.616 ACRES (APPROX. 70,391 SQ. FT.)**

**BEGINNING** at a 1/2-inch iron rod with "RJ Surveying" cap found in the east line of the 40.052 acre tract of land conveyed to City of Round Rock, Texas in Document No. 2018096958 O.P.R.W.C.T. for the southwest corner of said Lot 3E, being common corner with Lots 85 and 84 of said Siena Section 23A, having Texas State Plane NAD 83 (Central Zone) surface coordinate values N 10174299.60 and E 3155314.91;

**THENCE** North 05°33'35" West, with the west line of said Lot 3E, in part, being the east line of said 40.052 acre tract a distance of 100.28 feet to a 1/2-inch iron rod with "RJ Surveying" cap found for the northwest corner of said Lot 3E, being the southwest corner of Lot 65 for the northwest corner of the herein described tract of land;

**THENCE** North 80°12'43" East, with the north line of said Lot 3E, being the south lines Lots 65-74, Block II of said Siena Section 23A, at a distance of 145.52 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 65 and 66, at an additional distance of 102.69 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 66 and 67, at an additional distance of 106.09 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 68 and 69; at an additional distance of 53.03 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 69 and 70, at an additional distance of 52.88 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the common corner of Lots 70 and 71, at an additional distance of 52.99 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 71 and 72, at an additional distance of 53.13 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 72 and 73, in all, a distance of 702.23 feet to a 1/2-inch iron rod with "ATS" cap found in the curving west right-of-way line of Porano Circle (50' right-of-way width) for the northeast corner of said Lot 3E, being the southeast corner of said Lot 74;

**THENCE** with the west right-of-way line of Porano Circle, being the east line of said Lot 3E, with said curve to the left, having a radius of 1509.29 feet, a delta angle of 03°48'05", an arc length of 100.13 feet, and a chord which bears South 07°50'20" East, a distance of 100.12 feet to a calculated point for the southeast corner of Lot 3E, being the northeast corner of Lot 75, Block II of said Siena Section 23A, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found bears South 09°07'18" East, a distance of 0.30 feet;

**THENCE** South 80°12'58" West, with the southeast line of said Lot 3E, being the northwest lines of Lots 75-84, Block II of said Siena Section 23A, at a distance of 188.52 feet passing a 1/2-inch iron rod found at the common corner of Lots 77 and 78, at an additional distance of 106.29 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 79 and 80, at an additional distance of 53.22 feet passing a 1/2-inch iron rod with "RJ

County: Williamson  
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Surveying" cap found at the common corner of Lots 80 and 81, at an additional distance of 52.53 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 81 and 82, at an additional distance of 136.84 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 83 and 84, in all, a distance of 706.22 feet to the **POINT OF BEGINNING** and containing 1.616 acres of land, more or less, within these metes and bounds.

**PART 2 - 1.619 ACRES (APPROX. 70,538 SQ. FT.)**

**BEGINNING** at a 1/2-inch iron rod with "RJ Surveying" cap found in the west right-of-way line of County Road 110 (CR 110) (right-of-way width varies) for the southeast corner of said Lot 1E, being the northeast corner of Lot 16A, Block JJ of the Final Plat of Siena Phase 1, Section 22B, having Texas State Plane NAD 83 (Central Zone) surface coordinate values N 10174547.60 and E 3156749.51;

**THENCE** South 80°07'48" West, with the south line of said Lot 1E, in part, being the north lines of said Lot 16A and Lots 15-11, Block JJ of said Siena Phase 1, Section 22B and Lots 7 and 6, Block JJ of said Siena Section 23A, at a distance of 177.25 feet passing a 1/2-inch iron rod found at the most northerly common corner of said Lots 15 and 14, at an additional distance of 80.25 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 14 and 13, at an additional distance of 53.05 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 13 and 12, at an additional distance of 52.89 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 12 and 11, in all, a distance of 416.63 to a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 10 and 11;

**THENCE** South 80°12'58" West, continuing with the south line of said Lot 1E, in part being the north lines of Lots 10, 9 and 8, Block JJ of said Siena Section 22B, and in part being the north line of Lots 7 and 6, Block JJ of said Siena Section 23A, at a distance of 52.97 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 10 and 9, at an additional distance of 53.00 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 9 and 8, at an additional distance of 53.12 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most northerly common corner of Lots 8 and 7, in all, a distance of 283.03 feet to a calculated point in the east right-of-way line of Porano Circle for the southwest corner of said Lot 1E and southwest corner of the herein described tract of land, from which a 1/2-inch iron rod found bears North 16°20'35" East, a distance of 0.71 feet;

**THENCE** with the east right-of-way line of Porano Circle, being the west line of said Lot 1E, with a curve to the right, having a radius of 1459.29 feet, a delta angle of 03°55'55", an arc length of 100.14 feet, and a chord which bears North 07°46'20" West, a distance of 100.12 feet to a 1/2-inch iron rod with "ATS" cap found for the northwest corner of said Lot 1E, being the southwest corner of Lot 5, Block JJ of said Section 23A;

**THENCE** North 80°12'43" East, leaving the east right-of-way line of Porano Circle, with the north line of said Lot 1E and south lines of Lots 5-1 of Block JJ of said Siena Section 23A, passing a 1/2-inch iron rod found at the most southerly common corner of Lots 5 and 4 at a distance of 82.53 feet, at an additional distance of 52.97 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 4 and 3, at an additional distance of 53.05 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common

EXHIBIT "A"

County: Williamson  
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corner of Lots 3 and 2, at an additional distance of 55.00 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of Lots 2 and 1, in all, a distance to the calculated point angle point in the south line of Lot 1;

**THENCE** North 80°08'22" East, continuing with the north line of said Lot 1E, in part, being the south lines of Lots 1, 3A and 2A Block JJ of said Siena Section 23A, at a distance of 19.14 feet passing a 1/2-inch iron rod with "ATS" cap found at the most southerly common corner of said Lots 1 and 3A, at an additional distance of 55.95 feet passing a 1/2-inch iron rod with "RJ Surveying" cap found at the most southerly common corner of said Lots 3A and 2A, in all, a distance of 429.63 feet to a 1/2-inch iron rod with "Half" cap set in the west right-of-way line of CR 110, for the northeast corner of the herein described tract of land, from which a 1/2-inch iron rod with "RJ Surveying" cap found at an angle point the west right-of-way line of CR 110 bears North 02°23'03" West, a distance of 32.05 feet;

**THENCE** South 02°23'03" East, with the west right-of-way line of County Road 110 (R.O.W. width varies), being the east line of said Lot 1E, a distance of 100.87 feet to the **POINT OF BEGINNING** and containing 1.619 acres of land, more or less, within these metes and bounds;

**PART 1 - 1.616 ACRES (APPROX. 70,391 SQ. FT.)**

**PART 2 - 1.619 ACRES (APPROX. 70,538 SQ. FT.)**

**TOTAL 3.235 ACRES (APPROX. 140,929 SQ. FT.)**

NOTES:

Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.00012, scaled about 0.0. Units: U.S. Survey Feet. Last date of Field Survey: June 2, 2020.

I, Curtis Wayne Watts, 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 direction and supervision.



March 25, 2021

Curtis Wayne Watts, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6614  
Half Associates, Inc., TBPELS Firm No. 10029607  
9500 Amberglen Blvd., Bldg. F, Suite 125  
Austin, Texas 78729 512-777-4600

Date





LINE DATA		
LINE #	BEARING	DISTANCE
L1	N 05°33'35" W	100.28'
L2	N 05°33'35" W	22.55'
L3	N 02°23'03" W	32.05'
L4	S 02°23'03" E	100.87'

- LEGEND
- 1/2-INCH IRON ROD WITH "HALF" CAP SET
  - △ CALCULATED POINT
  - 1/2-INCH IRON ROD FOUND
  - 1/2-INCH IRON ROD WITH "AT" CAP FOUND
  - 1/2-INCH IRON ROD WITH "RJ SURVEYING" CAP FOUND
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT

PART 1 - 1.616 ACRES (APPROX. 70,391 SQ. FT.)  
PART 2 - 1.619 ACRES (APPROX. 70,538 SQ. FT.)  
TOTAL 3.235 ACRES (APPROX. 140,929 SQ. FT.)

CURVE DATA					
CURVE #	RADIUS	DELTA	LENGTH	BEARING	CHORD LENGTH
C1	1509.29'	3°48'05"	100.13'	S 07°50'20" E	100.12'
C2	1459.29'	3°55'55"	100.14'	N 07°46'20" W	100.12'

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83),  
CENTRAL ZONE 4201, BASED ON MULTIPLE, REPEATED GPS OBSERVATIONS.

COMBINED SCALE FACTOR = 0.99980014394272

(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00012

(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.9

NOTE: THIS SURVEY WAS PREPARED WITHOUT THE  
BENEFIT OF COMMENT FOR TITLE AND MAY BE  
SUBJECT TO ADDITIONAL EASEMENTS OR  
RESTRICTIONS NOT SHOWN HEREON.

03-25-2021

*GLW*



3.235 ACRES (APPROX. 140,929 SQ. FT.)  
SIENA SECTION 23A  
ROUND ROCK, TEXAS

Project No.: 37145.001  
Issued: 03/25/2021  
37145.001 SIENA EXHIBIT  
04 of 06

SCALE: 1" = 100'  
GRAPHIC SCALE



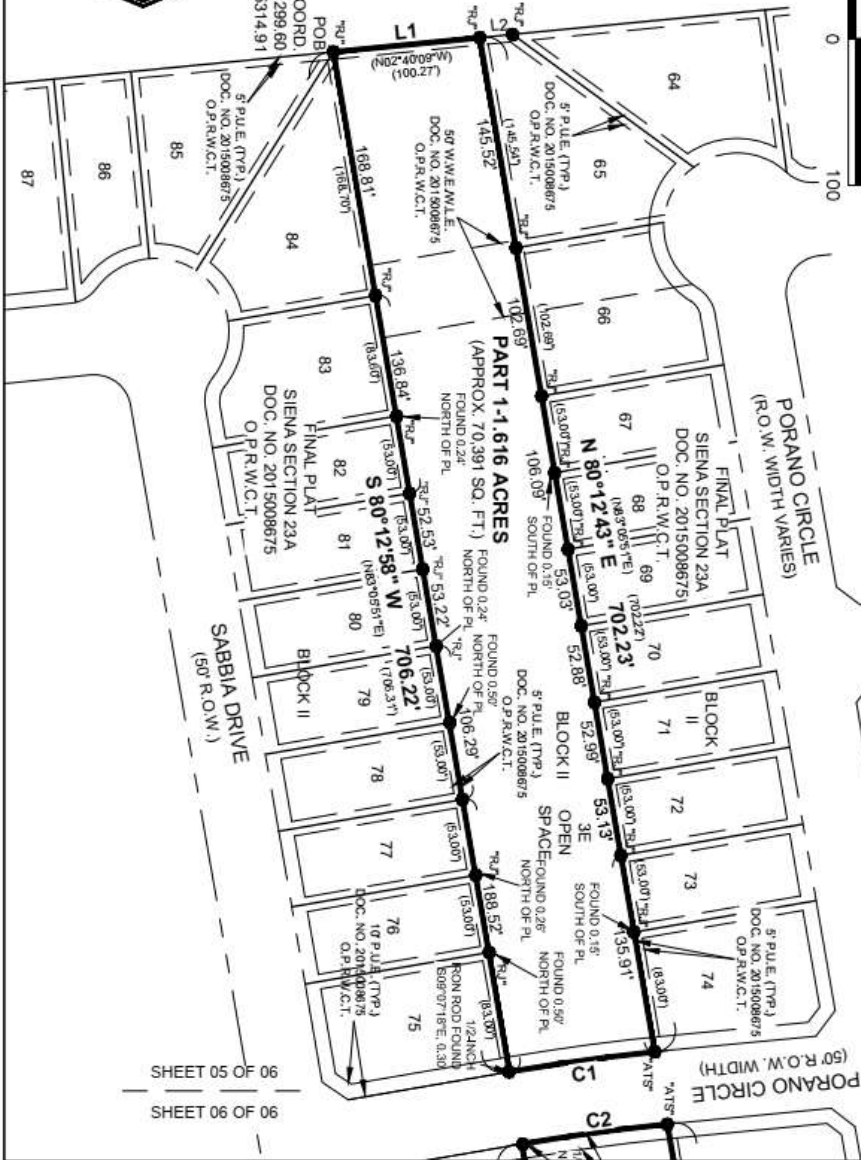
CITY OF ROUND ROCK, TEXAS  
CALLED (40.052 ACRES)  
DOC. NO. 2018098958  
O.P.R.W.C.T.

*Curts*

03-25-2021



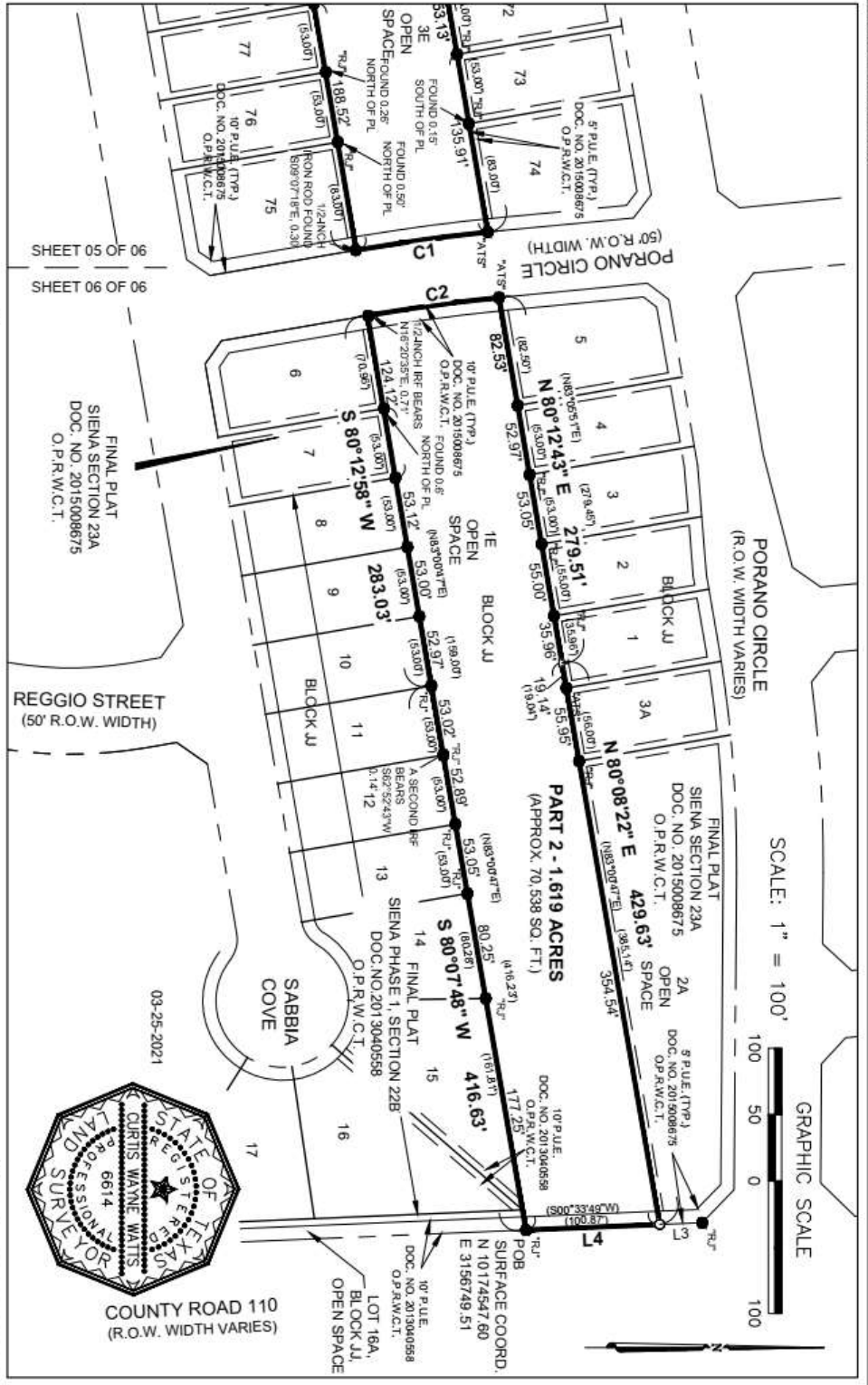
SURFACE COORD.  
N 10174298.60  
E 3155314.91



5500 AMBERGLEN BLVD., R.D. #1, SUITE 125  
THEIR SURVEYING FIRM #0029007  
TEL: (512) 777-4800  
FAX: (512) 252-5141

3.235 ACRES (APPROX. 140,929 SQ. FT.)  
SIENA SECTION 23A  
ROUND ROCK, TEXAS

Project No.: 37145.001  
Issued: 03/25/2021  
37145.001 SIENA EXHIBIT  
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HALF  
1850 AMBERG RD. PLAZA, BLDG. F, SUITE 175  
TUBES, SURVEYING & MAPPING #1029607  
TEL: (512) 777-4800  
FAX: (512) 250-9141

3.235 ACRES (APPROX. 140,929 SQ. FT.)  
SIENA SECTION 23A  
ROUND ROCK, TEXAS

Project No.: 37145.001  
Issued: 03/25/2021  
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