

EXHIBIT**"A"****REAL ESTATE CONTRACT****CR 112 Right of Way**

THIS REAL ESTATE CONTRACT ("Contract") is made by and among **EVERY RANCH COMPANY, LTD.**, a Texas limited partnership; Marta C. Avery, **Trustee of the MARTA C. AVERY EXEMPT TRUST**, a sub-trust of the Charles N. Avery III Exempt Trust under the LSA Trust Agreement effective December 24, 1992; John S. Avery, **Trustee of the JOHN S. AVERY EXEMPT TRUST**; A. Nelson Avery, **Trustee of the A. NELSON AVERY EXEMPT TRUST**; and Lucille Christina Avery Fell, **Trustee of the LUCILLE CHRISTINA AVERY FELL EXEMPT TRUST** (collectively 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 agrees to sell and agrees to convey, and Purchaser agrees to purchase and to pay for:

a fee simple interest in all of that certain 6.345-acre (276,374 square foot) tract of land out of and situated in the Thomas Toby Survey, Abstract No. 625 (Seaborn Travis S-141) and the Thomas Glasscock Survey, Abstract No. 255, both 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 and any improvements and fixtures situated on and attached to the Land not otherwise retained by Seller (all of such real property, rights, and appurtenances being referred to in this Contract as the "Land"); and

a drainage easement interest in and across (a) a 0.029-acre (1,258 square feet) tract of land out of the Thomas Glasscock Survey, Abstract No. 255, Williamson County, Texas; said tract being more particularly described by metes and bounds and by sketch as set forth in Exhibit "B-1", attached hereto and incorporated herein by reference for all purposes; and (b) a 0.030-acre (1,290 square feet) tract of land out of the Thomas Glasscock Survey, Abstract No. 255, Williamson County, Texas; said tract being more particularly described by metes and bounds and by sketch as set forth in Exhibit "B-2", attached hereto and incorporated herein by reference for all purposes (collectively, the "Drainage Easement Area"),

for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The interests to be conveyed by Seller to Purchaser pursuant to this Contract are collectively referred to herein as the "Property."

**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 MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars (\$1,500,000.00).

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. Utility Improvements. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, as part of the proposed CR 112 roadway improvement project ("Project") upon the Property, Purchaser shall cause, at its sole cost and expense, the following additional improvements ("Utility Improvements") to be constructed as a part of the Project:

Conduit for dry utilities

4x170 LF of 6" SCH 80 PVC

16" Waterline

2x170 LF of 16" PVC

2x170 LF of 24" Steel Encasement

Encasement for reclaimed water

1x180 LF of 18" Steel Encasement

Wastewater line Extension

1x70 LF of 24" Steel Encasement

1x70 LF of 12" PVC DR-21

1 – Wastewater manhole (precast)

The horizontal alignment of the proposed Utility Improvements shall be in substantial compliance with the locations as shown on the CR 112 Conduit Exhibit attached hereto as Exhibit "C", or as otherwise determined by Purchaser's Project design engineering consultant using best engineering practices and any requirements of the City of Round Rock Design and Construction Standards ("DACS"), and the preliminary plans and specifications dated March 28, 2023, titled "95% Submittal" prepared by RPS Group on behalf of the City of Round Rock, Texas Transportation Department, and any subsequent updated versions which follow, or as otherwise subsequently agreed between Purchaser and Seller in the Project field.

If, prior to or after Closing, Purchaser, its agents and/or contractors require access over or use of a portion of Seller's real property that is adjacent to the Property (the "Seller's Retained Land") to complete the Project, then Purchaser shall, at Purchaser's sole cost and expense, prepare for Seller's review and approval, which approval shall not be unreasonably withheld,

{W1244920.9}

conditioned, or delayed, a temporary license agreement over the Seller's Retained Land; provided, however, that such license shall, among other things: (a) only be of a duration reasonably necessary to complete the Project, (b) only affect the portion of Seller's Retained Land that is adjacent to the Property and extending a maximum distance of twenty-five feet (25') as measured by a line running perpendicular to the common boundary between the Property and Seller's Retained Land, (c) include an exhibit which references monumented survey boundary points and border distances for the affected portion of Seller's Retained Land prepared by Purchaser, (d) provide that Purchaser shall promptly repair any damage caused to Seller's Retained Land arising from Purchaser's, its agents' and contractors' use of the same, (e) be subject reasonable rules and regulations imposed by Seller, including those stipulating minimum requirements for insurance to be maintained by Purchaser, (f) include an obligation whereby, to the extent allowed by law Purchaser, its agents and contractors shall agree to release, indemnify, and otherwise hold Seller harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein, and (g) not be recorded by Purchaser.

Purchaser shall require construction and installation of the Utility Improvements in a good and workmanlike manner in compliance with any requirements of the City of Round Rock DACS and all applicable laws. Upon completion of the construction of the Utility Improvements and formal acceptance of the Project by the City of Round Rock, Purchaser shall have no further obligation or warranty for operation or maintenance of the Utility Improvements, and Seller, its successors or assigns shall follow required application or permitting procedures, if any, for future access to or use of the Utility Improvements.

ARTICLE III CONDITIONS PRECEDENT

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).

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.

Conditions to Seller's Obligations

3.03. The obligations of Seller hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the conditions in Section 3.04 below (any of which may be waived in whole or in part by Seller at or prior to the Closing).

3.04. 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
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 those that shall be terminated by Seller prior to the Closing;

(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 Longhorn Title Company (the "Title Company") on or before October 15, 2023, or at such other time, date, and place as Seller and Purchaser may agree in writing if necessary to allow Seller to satisfy the Conditions Precedent (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 Title Company a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to Purchaser as to all of the Land 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 "D" attached hereto.

(3) Deliver to the Title Company a duly executed and acknowledged Storm Sewer and Drainage Easement granting an easement over the Drainage Easement Area, free and clear of any and all liens and restrictions, except for those matters set forth in the Storm Sewer and Drainage Easement.

(4) The Storm Sewer and Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto.

(5) 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 Purchaser's fee simple and/or easement interests in and to the Property, as applicable, 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 (in the event Purchaser obtains and provides a survey acceptable to the Title Company for such purposes);
 - (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".
- (6) Deliver to Purchaser possession of the Property if not previously done.

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 estimated upon (a) the basis of the tax rate for the current year applied to the latest assessed valuation and (b) the relative area of the Property as compared to the larger tax parcel of which it is a part, but shall otherwise be the continuing obligation of Seller, to the extent relating to the time period on and prior to the Closing Date. 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, requested Title Policy endorsements, 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, as its exclusive remedies: (1) enforce specific performance of this Contract; or (2) terminate this Contract and 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.

8.08. INTENTIONALLY DELETED.

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 City Council of the City of Round Rock, which date is indicated beneath the Mayor's or other authorized signer's signature below.

Counterparts

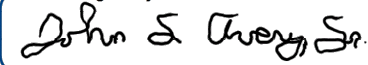
8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

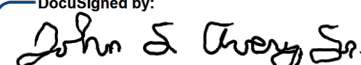
[SIGNATURE PAGES FOLLOW]

SELLER:


AVERY RANCH COMPANY, LTD.,
A Texas limited partnership

By: CJAC, Inc., a Texas corporation,
Its: General Partner


DocuSigned by:

By: _____
Name: John S. Avery
Its: President
Date: 9/12/2023

DocuSigned by:


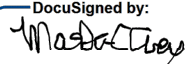
John S. Avery, **Trustee of the**
John S. Avery Exempt Trust
Date: 9/12/2023

DocuSigned by:


A. Nelson Avery, **Trustee of the**
A. Nelson Avery Exempt Trust
Date: 9/12/2023

DocuSigned by:


Lucille Christina Avery Fell, **Trustee of the**
Lucille Christina Avery Fell Exempt Trust
Date: 9/12/2023

DocuSigned by:


Marta C. Avery, **Trustee of the**
Marta C. Avery Exempt Trust, a sub-trust of the
Charles N. Avery III Exempt Trust under the
LSA Trust Agreement effective December 24, 1992
Date: 9/12/2023

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: _____

County: Williamson
Parcel : 1- Avery Exempt Trust
Highway: C.R. 112

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01-04-23

A
EXHIBIT
PROPERTY DESCRIPTION

DESCRIPTION OF A 6.345 ACRE (276,374 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE THOMAS TOBY SURVEY, ABSTRACT NO. 625 (SEABORN TRAVIS S-141) AND THE THOMAS GLASSCOCK SURVEY, ABSTRACT NO. 255 IN WILLIAMSON COUNTY, TEXAS, BEING PORTIONS OF THAT CALLED 42.776 ACRE (TRACT 4) AND OF THAT CALLED 97.472 ACRE (TRACT 5) OF LAND DESCRIBED IN A TRUSTEE'S DEED TO MARTA C. AVERY EXEMPT TRUST RECORDED IN DOCUMENT NO. 2021038922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, PER TITLE GF NO. GT2200987 THE RECORD TITLE TO THE ABOVE MENTIONED LAND APPEARS TO BE VESTED IN CHARLES NEEDHAM AVERY, III, TRUSTEE OF THE EXEMPTION EQUIVALENT TRUST, CREATED UNDER THE WILL OF CHARLES NEEDHAM AVERY, JR., DECEASED: AVERY RANCH COMPANY, LTD: JOHN S. AVERY, CHARLES N. AVERY, III, A. NELSON AVERY, AND LUCILLE CHRISTINA AVERY FELL, TRUSTEES OF THE CHILDREN OF LUCILLE SHARP AVERY EXEMPT TRUSTS "LSA TRUST", WHICH ENCOMPASS THE FOLLOWING TRUSTS: THE JOHN S. AVERY EXEMPT TRUST, THE CHARLES N. AVERY III EXEMPT TRUST, THE A. NELSON AVERY EXEMPT TRUST AND THE LUCILLE CHRISTINA AVERY FELL EXEMPT TRUST; MARTA C. AVERY, AS TRUSTEE OF THE MARTA C. AVERY EXEMPT TRUST, A SUB-TRUST OF THE CHARLES N. AVERY III EXEMPT TRUST UNDER THE LSA TRUST, SAID 6.345 ACRE (276,374 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "CORR-ROW" set 79.00 feet left of County Road (C.R.) 112 Baseline Station 12+45.22 in the existing easterly Right-of-Way (ROW) line of A.W. Grimes Boulevard (F.M. 1460) (variable width ROW), (Grid Coordinates determined as N=10,77,219.72 E=3,142,639.02), same being the westerly boundary line of said 42.776 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing the ROW line of said A.W. Grimes Boulevard, with the proposed northerly ROW line of said C.R. 112, through the interior of said 42.776 acre tract and said 97.472 acre tract, the following four (4) courses:

- 1) **N 85°31'18" E** for a distance of **278.73** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 79.00 feet left of C.R. 112 Baseline PC Station 15+23.95, for a point of curvature to the left;
- 2) With said a curve to the left having a radius of **3,421.00** feet, a delta angle of **16°46'29"**, an arc length of **1,001.59** feet, and a chord which bears **N 77°08'03" E**, a distance of **998.01** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 79.00 feet left of C.R. 112 Baseline PT Station 25+48.67, for a point of tangency;
- 3) **N 68°44'49" E**, at a distance of 272.40 feet pass the easterly boundary line of said 42.776 acre tract, same being the westerly boundary line of said 94.472 acre tract and continuing for a total distance of **1,667.48** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 79.00 feet left of C.R. 112 Baseline PC Station 42+16.15, for a point of curvature to the right;
- 4) With said curve to the right having a radius of **20,079.00** feet, a delta angle of **01°13'19"**, an arc length of **428.24** feet, and a chord which bears **N 69°21'28" E**, a distance of **428.23** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 79.00 feet left of C.R. 112 Baseline Station 46+42.70 in the westerly boundary line of the remainder of that called 868.54 acre tract of land described in a Special Warranty Deed to Nelson Homestead Family Partnership, LTD. recorded in Document No. 1998024076 of the Official Public Records of Williamson County, Texas, same being in the easterly boundary line of said 97.472 acre tract, for the northeasterly corner of the herein described parcel;
- 5) **THENCE**, departing said proposed ROW line, with the common boundary line of said remainder of the 868.54 acre tract and said 97.472 acre tract, **S 08°04'42" E** at a distance of 7.15 feet pass an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of C.R. 112 Baseline Station 46+41.23 and continuing for a total distance of **102.99** feet to a calculated point, being the common corner of said remainder of the 868.54 acre tract and said 97.472 acre tract, same being the existing northerly ROW line of C.R. 112 (variable width ROW), for the southeasterly corner of the herein described parcel;

County: Williamson
Parcel : 1- Avery Exempt Trust
Highway: C.R. 112

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01-04-23

THENCE, departing the remainder of said 868.54 acre tract, with said existing northerly ROW line, same being in part the southerly boundary line of said 97.472 acre tract and in part the southerly line of said 42.776 acre tract, the following seven (7) courses:

- 6) **S 70°06'35" W** for a distance of **6.61** feet to a calculated angle point;
- 7) **S 68°49'47" W** for a distance of **1,900.51** feet to a calculated ell corner;
- 8) **N 20°55'20" W** for a distance of **10.00** feet to a calculated ell corner;
- 9) **S 69°04'40" W** for a distance of **269.75** feet to a calculated point of curvature to the right;
- 10) With said curve to the right having a radius of **1,460.00** feet, a delta angle of **15°59'02"**, an arc length of **407.30** feet, and a chord which bears **S 77°04'11" W**, a distance of **405.98** feet to a calculated point of non-tangency;
- 11) **S 89°38'09" W** for a distance of **250.80** feet to a calculated angle point;
- 12) **S 85°03'43" W** for a distance of **541.24** feet to a TxDOT Type II concrete monument found at the intersection of said existing northerly ROW line of C.R. 112, and said existing easterly ROW line of A.W. Grimes Boulevard (F.M. 1460), same being the southwesterly corner of said 42.776 acre tract, for the southwesterly corner of the herein described tract;
- 13) **THENCE**, departing said existing C.R. 112 ROW line, with said existing easterly ROW line of A.W. Grimes, same being the westerly boundary line of said 42.776 acre tract, with a curve to the left having a radius of **1,185.92** feet, a delta angle of **00°49'50"**, an arc length of **17.19** feet, and a chord which bears **N 01°22'04" W**, a distance of **17.19** feet to the **POINT OF BEGINNING**, containing 6.345 acres (276,374 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 §
COUNTY OF WILLIAMSON § § KNOW ALL MEN BY THESE PRESENTS:

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

Date _____



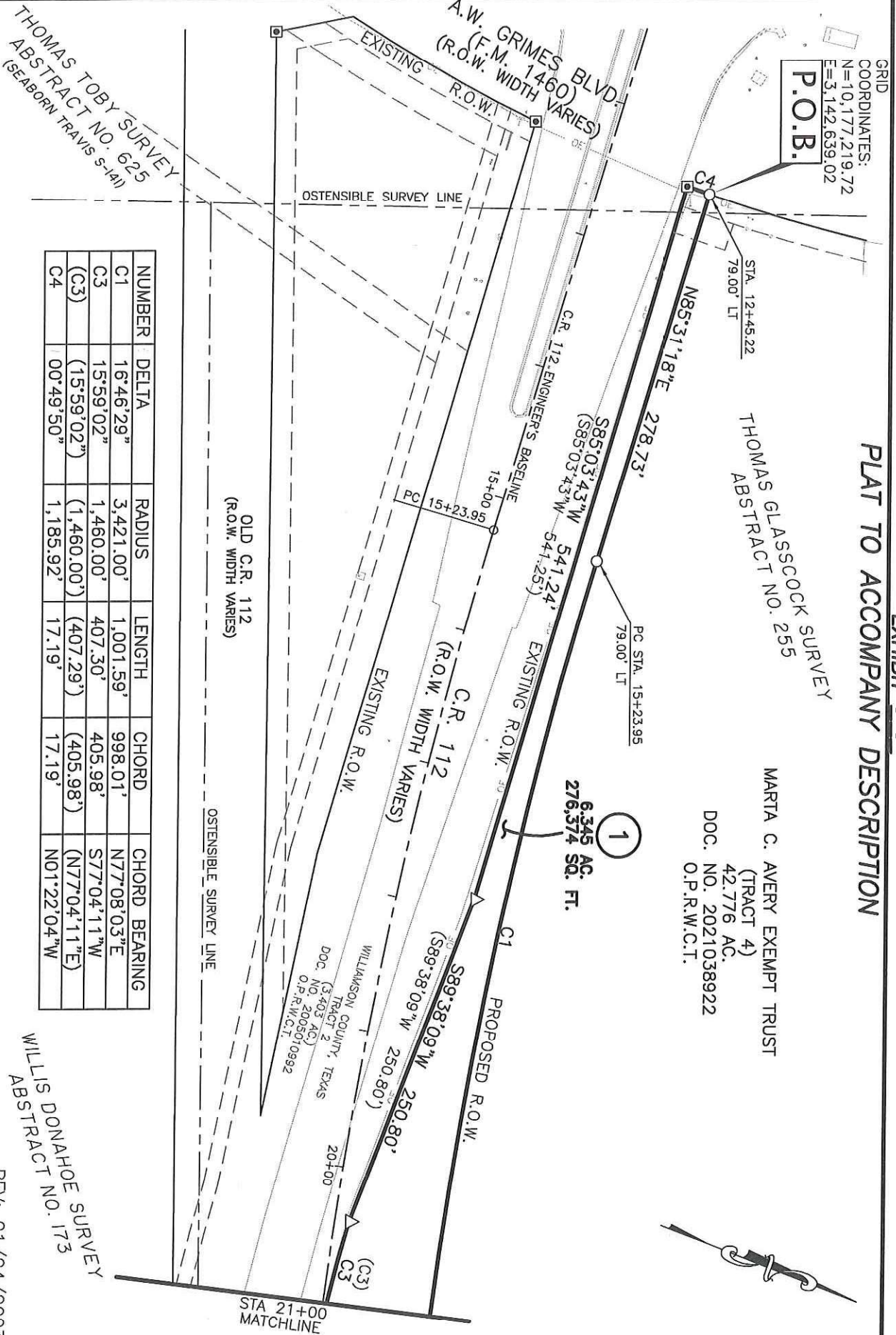
\\RPS NORTH AMERICA\CR 112\PARCELS\PARCEL 1\PARCEL 1-AVERY-TRUST-PG1-2023-01-04.dwg

EXHIBIT A
PLAT TO ACCOMPANY DESCRIPTION

GRID
COORDINATES:
N=10,177,219.72
E=3,142,639.02
P.O.B.

THOMAS GLASSCOCK SURVEY
ABSTRACT NO. 255

MARTA C. AVERY EXEMPT TRUST
(TRACT 4)
42.776 AC.
DOC. NO. 2021038922
O.P.R.W.C.T.



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	16°46'29"	3,421.00'	1,001.59'	998.01'	N77°08'03"E
C3	15°59'02"	1,460.00'	407.30'	405.98'	S77°04'11"W
(C3)	(15°59'02")	(1,460.00')	(407.29')	(405.98')	(N77°04'11"E)
C4	00°49'50"	1,185.92'	17.19'	17.19'	N01°22'04"W

PARCEL PLAT SHOWING PROPERTY OF
AVERY EXEMPT TRUST

WILLIAMSON COUNTY

REV: 01/04/2023

PARCEL 1
6.345 AC.
276,374 SQ. FT.

PROJECT
CR 112

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SCALE
1" = 100'



A

EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

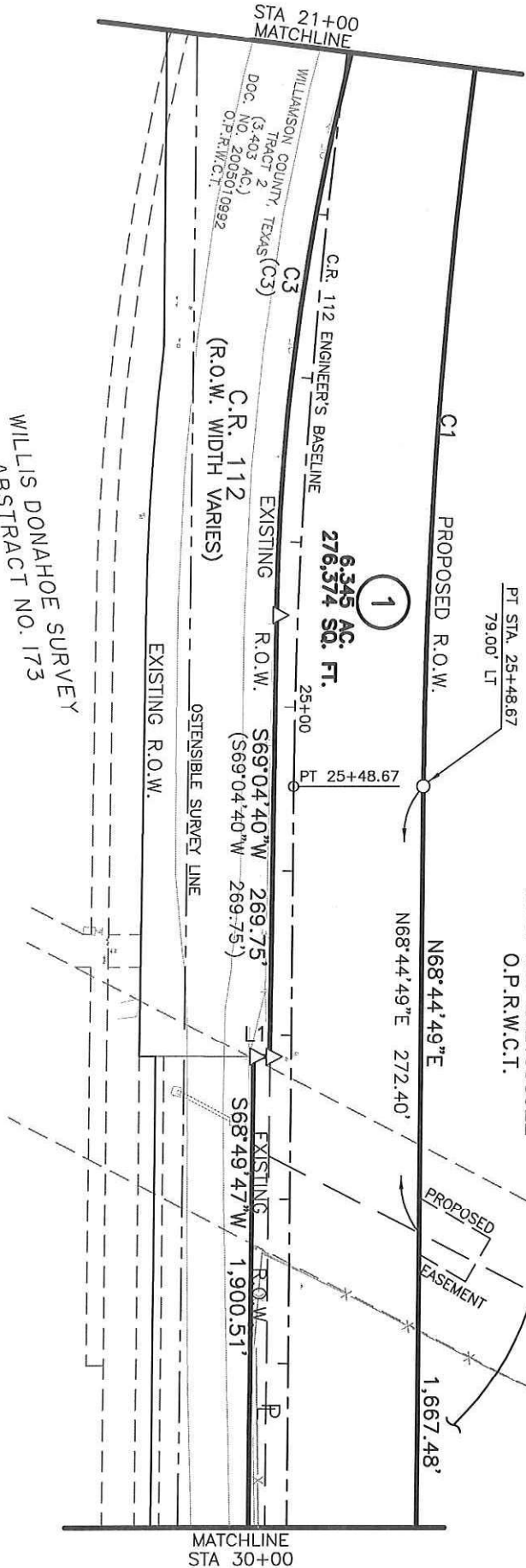
NO.	DIRECTION	DISTANCE
L1	N20°55'20"W	10.00'

AVERY RANCH COMPANY, LTD.
REMANANT PORTION
OF PARCEL THREE
TRACT II
DOC. NO. 2002071336
O.P.R.W.C.T.
VOL. 773, PG. 652
D.R.W.C.T.

THOMAS GLASSCOCK SURVEY
ABSTRACT NO. 255

MARTA C. AVERY EXEMPT TRUST
(TRACT 4)
42.776 AC.
DOC. NO. 2021038922
O.P.R.W.C.T.

MARTA C. AVERY
EXEMPT TRUST
(TRACT 5)
97.472 AC.
DOC. NO. 2021038922
O.P.R.W.C.T.



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	16°46'29"	3,421.00'	1,001.59'	998.01'	N77°08'03"E
C3	15°59'02"	1,460.00'	407.30'	405.98'	S77°04'11"W
(C3)	(15°59'02")	(1,460.00')	(407.29')	(405.98')	(N77°04'11"E)

WILLIS DONAHOE SURVEY
ABSTRACT NO. 173



SCALE
1" = 100'

PARCEL PLAT SHOWING PROPERTY OF
AVERY EXEMPT TRUST

WILLIAMSON COUNTY

PROJECT
CR 112

PARCEL 1
6,345 AC.
276,374 SQ. FT.
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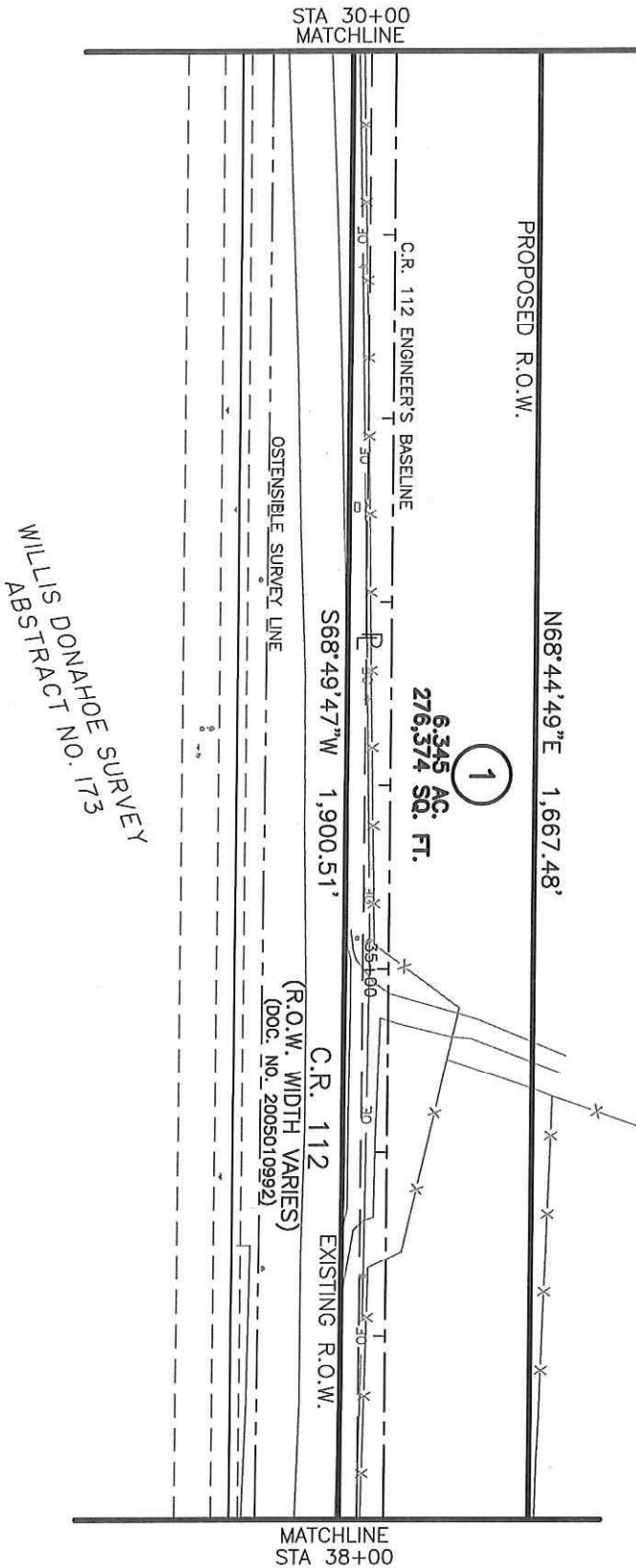
RE: 01/04/2023

EXHIBIT
A
PLAT TO ACCOMPANY DESCRIPTION

AVERY RANCH COMPANY, LTD.
REMNANT PORTION
OF PARCEL THREE
TRACT II
DOC. NO. 2002071336
O.P.R.W.C.T.
VOL. 773, PG. 652
D.R.W.C.T.

THOMAS GLASSCOCK SURVEY
ABSTRACT NO. 255

MARTA C. AVERY EXEMPT TRUST
(TRACT 5)
97.472 AC.
DOC. NO. 2021038922
O.P.R.W.C.T.



SCALE
 $1" = 100'$

PARCEL PLAT SHOWING PROPERTY OF
AVERY EXEMPT TRUST

WILLIAMSON COUNTY

PROJECT
CR 112

PARCEL 1
 $6,345$ AC.
 $276,374$ SQ. FT.
PAGE 5 OF 6

REV: 01/04/2023

NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.

PARTNERSHIP, LID.
REMAINDER OF 868.54 AC
DOC. NO. 1998024076

MARTA C. AVERY EXEMPT TRUST

(TRACT 5)
97.472 AC.

DESCRIBED IN
VOL. 1133, PG. 639
D.R.W.C.T. 3ED

PROPOSED R.O.W.

PROPOSED
EASEMENT

STA. 46+42.70

TA. 46+41.23
2.00' LT

C.R. 112
(R.O.W. WIDTH VARIES)

6.345 AC.
276,374 SQ. FT.

PC 42+16.15

C.R. 112 ENGINEER'S BASELINE

S68°49'47"W 1,900.51' EXISTING R.O.W.

OF

OSTENSIBLE SURVEY LINE

EXISTING R.O.W.

LEGEND

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 GF NO. G712200987, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE SEPTEMBER 27, 2022. ISSUE DATE OCTOBER 11, 2022.

100. RIGHT-OF-WAY (QUIT CLAIM) DEED GRANTED TO WILLIAMSON COUNTY, AS SET OUT IN VOLUME 773, PAGE 652, OF THE DEED RECORDS OF WILLIAMSON COUNTY TEXAS, (AS IT PERTAINS TO TRACT 1 ONLY), AFFECTS AS SHOWN

I HEREBY CERTIFY THAT THIS PLAN 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

DATE _____

REGISTERED PROFESSIONAL

LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR

INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00

1504 CHISHOLM HILL ROAD
BOUND ROCK TEXAS 78681



○ IRON ROD WITH ALUMINUM CAP
 STAMPED "CORR-ROW" SET
 ● IRON ROD WITH PLASTIC CAP
 □ FOUND - AS NOTED
 1/2" IRON ROD FOUND
 TxDOT TYPE II CONCRETE
 MONUMENT FOUND
 Δ CALCULATED POINT
 R PROPERTY LINE
 N LINE BREAK
 DENOTES COMMON OWNERSHIP
 POINT OF BEGINNING
 RECORD INFORMATION
 DEED RECORDS
 WILLAMSON COUNTY, TEXAS
 P.O.B.
 ()
 D.R.W.C.T.
 O.P.R.W.C.T.

REV: 01/04/2023

PARCEL PLAT SHOWING PROPERTY OF

EVERY EXEMPT TRUST

**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. 1100591-000



SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
CR 112

PARCEL 1
6.345 AC.
276,374 SQ. FT.

EXHIBIT B-1

PLAT TO ACCOMPANY DESCRIPTION

THOMAS GLASSCOCK SURVEY
ABSTRACT NO. 255

AVERY RANCH COMPANY, LTD.
REMANANT PORTION
OF PARCEL THREE
TRACT II
DOC. NO. 2002071336
O.P.R.W.C.T.
VOL. 773, PG. 652
D.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N08°44'49"E	50.58'
L2	S81°15'11"E	30.00'
L3	S08°44'49"W	33.26'
L4	S68°44'49"W	34.64'

PT STA. 25+48.67
79.00' LT

MARTA C. AVERY EXEMPT TRUST
(TRACT 4)
42.776 AC.
DOC. NO. 2021038922
O.R.W.C.T.

PROPOSED R.O.W.

S68°44'49"W 250.60'

MARTA C. AVERY
EXEMPT TRUST
(TRACT 5)
97.472 AC.
DOC. NO. 2021038922
O.R.W.C.T.

P.O.B.

PART 1

0.029 AC.
1,258 SQ. FT.

STA. 27+99.26
79.00' LT
GRID COORDINATES:
N=10,177,554.50
E=3,144,123.24

PT 25+48.67

26+00

C.R. 112 ENGINEER'S BASELINE

WILLAMSON COUNTY, TEXAS
TRACT 2
(3.405 AC.)
DOC. NO. 2005010992
O.P.R.W.C.T.

C.R. 112
(R.O.W. WIDTH VARIES)

WILLIS DONAHOE SURVEY
ABSTRACT NO. 173

EXISTING R.O.W.

EXISTING R.O.W.

OSTENSIBLE SURVEY LINE

INLAND
GEODETICS

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL, RD. STE. 103
ROUND ROCK, TX. 78681-1251
REALTORS' ASSOCIATION NO. 010381-00
FIRM REGISTRATION NO. 100381-00

SCALE
1" = 50'

PARCEL PLAT SHOWING PROPERTY OF
AVERY EXEMPT TRUST

WILLAMSON COUNTY

PROJECT
CR 112

PARCEL 1E
PART 1
0.029 AC.
1,258 SQ. FT.
PAGE 2 OF 3

01/04/2023

EXHIBIT B-1

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR-ROW" SET	P.O.B. ()	POINT OF BEGINNING RECORD INFORMATION
●	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.R.W.C.T.	PLAT RECORDS WILLAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLAMSON COUNTY, TEXAS
■	TxDOT TYPE II CONCRETE MONUMENT FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLAMSON COUNTY, TEXAS
△	CALCULATED POINT PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY, TEXAS
—	LINE BREAK		
↔	DENOTES COMMON OWNERSHIP		

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 GF NO. GT12200987, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE SEPTEMBER 27, 2022, ISSUE DATE OCTOBER 11, 2022.

10C. RIGHT-OF-WAY (QUIT CLAIM) DEED GRANTED TO WILLAMSON COUNTY, AS SET OUT IN VOLUME 773, PAGE 652, OF THE DEED RECORDS OF WILLAMSON COUNTY TEXAS, (AS IT PERTAINS TO TRACT 1 ONLY), DOES OT AFFECT.

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
M. STEPHEN TRUESDALE
DATE 10 Jan 2023

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



SCALE 1" = 50'		PROJECT CR 112	
PARCEL PLAT SHOWING PROPERTY OF AVERY EXEMPT TRUST		PARCEL 1E PART 1 0.029 AC. 1.258 SQ. FT. PAGE 3 OF 3	

01/04/2023

County: Williamson
 Parcel : 1-E PART 2- Avery Exempt Trust
 Highway: C.R. 112

Page 1 of 3
 Rev. 01-03-23

EXHIBIT B-2
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.030 ACRE (1,290 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE THOMAS GLASSCOCK SURVEY, ABSTRACT NO. 255 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 97.472 ACRE (TRACT 5) OF LAND DESCRIBED IN A TRUSTEE'S DEED TO MARTA C. AVERY EXEMPT TRUST RECORDED IN DOCUMENT NO. 2021038922 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, PER TITLE GF NO. GT2200987 THE RECORD TITLE TO THE ABOVE MENTIONED LAND APPEARS TO BE VESTED IN CHARLES NEEDHAM AVERY, III, TRUSTEE OF THE EXEMPTION EQUIVALENT TRUST, CREATED UNDER THE WILL OF CHARLES NEEDHAM AVERY, JR., DECEASED: AVERY RANCH COMPANY, LTD: JOHN S. AVERY, CHARLES N. AVERY, III, A. NELSON AVERY, AND LUCILLE CHRISTINA AVERY FELL, TRUSTEES OF THE CHILDREN OF LUCILLE SHARP AVERY EXEMPT TRUSTS "LSA TRUST", WHICH ENCOMPASS THE FOLLOWING TRUSTS: THE JOHN S. AVERY EXEMPT TRUST, THE CHARLES N. AVERY III EXEMPT TRUST, THE A. NELSON AVERY EXEMPT TRUST AND THE LUCILLE CHRISTINA AVERY FELL EXEMPT TRUST; MARTA C. AVERY, AS TRUSTEE OF THE MARTA C. AVERY EXEMPT TRUST, A SUB-TRUST OF THE CHARLES N. AVERY III EXEMPT TRUST UNDER THE LSA TRUST SAID 0.030 ACRE (1,290 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, 79.00 feet left of County Road (C.R.) 112 Baseline Station 45+76.80 in the curving proposed northerly Right-of-Way (ROW) line of C.R. 112 (variable width ROW), (Grid Coordinates determined as N=10,178,196.23 E=3,145,782.17), being in the interior of said 97.472 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which an iron rod with aluminum cap stamped "CORR-ROW" set 79.00 feet left of County Road (C.R.) 112 Baseline Station 42+16.15 in the said curving proposed northerly ROW line bears with a curve to the left, having a radius of 20,079.00 feet, a delta angle of 01°01'59", an arc length of 362.08 feet, and a chord which bears S 69°15'48" W, a distance of 362.07 feet;

THENCE, departing the proposed ROW line of said C.R. 112, through the interior of said 97.472 acre tract, the following three (3) courses:

- 1) **N 20°10'19" W** for a distance of **43.01** feet to a calculated point, for the northwesterly corner of the herein described parcel;
- 2) **N 69°49'41" E**, for a distance of **30.00** feet to a calculated point, for the northeasterly corner of the herein described parcel;
- 3) **S 20°10'19" E** for a distance of **43.00** feet to a calculated point in said proposed northerly ROW line of C.R. 112, for the southeasterly corner of the herein described parcel;
- 4) **THENCE**, continuing through the interior of said 97.472 acre tracts, with said curving proposed ROW line to the left having a radius of **20,079.00** feet, a delta angle of **0°05'08"**, an arc length of **30.00** feet, and a chord which bears **S 69°49'22" W**, a distance of **30.00** feet to the **POINT OF BEGINNING**, containing 0.030 acres (1,290 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
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681

10 Jan 2023
 Date



EXHIBIT B-2

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	0°06'11"	20,079.00'	36.16'	36.16'	S69°55'02"W
C2	0°05'08"	20,079.00'	30.00'	30.00'	S69°49'22"W
C3	1°01'59"	20,079.00'	362.08'	362.07'	S69°15'48"W

NO.	DIRECTION	DISTANCE
L1	N20°10'19"W	43.01'
L2	N69°49'41"E	30.00'
L3	S20°10'19"E	43.00'

MARTA C. AVERY
EXEMPT TRUST
(TRACT 5)
97.472 AC.
DOC. NO. 2021038922
O.R.W.C.T.

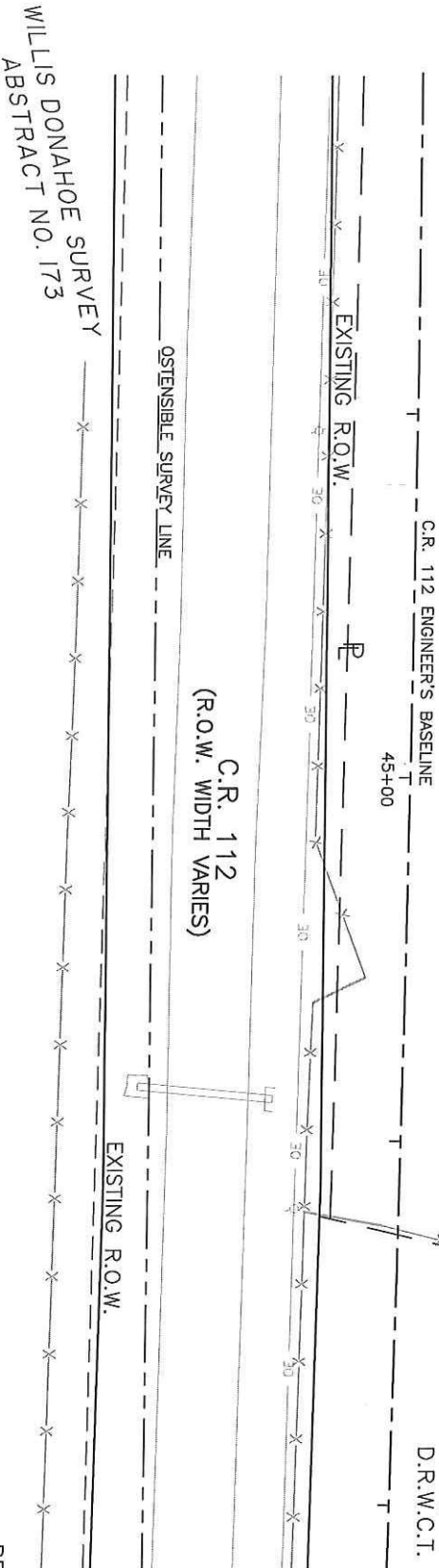
PART 2
1E
0.030 AC.
1,290 SQ. FT.

STA. 46+42.70
79.00' LT

THOMAS GLASSCOCK SURVEY
ABSTRACT NO. 255

P.O.B.
STA. 45+76.80
79.00' LT
GRID COORDINATES:
N=10,178,196.23
E=3,145,782.17

NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
REMAINDER OF 868.54 ACRES
DOC. NO. 1998024076
O.R.W.C.T.
DESCRIBED IN
VOL. 1133, PG. 639
D.R.W.C.T.



SCALE
1" = 50'

PARCEL PLAT SHOWING PROPERTY OF
AVERY EXEMPT TRUST

WILLIAMSON COUNTY

PROJECT
CR 112

PARCEL 1E
PART 2
0.030 AC.
1,290 SQ. FT.
PAGE 2 OF 3

REV: 01/04/2023

EXHIBIT B-2

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR-ROW" SET	P.O.B. ()	POINT OF BEGINNING RECORD INFORMATION
●	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.R.W.C.T.	PLAT RECORDS WILLAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND	D.R.W.C.T.	DEED RECORDS WILLAMSON COUNTY, TEXAS
■	TxDOT TYPE II CONCRETE MONUMENT FOUND	O.R.W.C.T.	OFFICIAL RECORDS WILLAMSON COUNTY, TEXAS
△	CALCULATED POINT PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY, TEXAS
—	LINE BREAK		
—	DENOTES COMMON OWNERSHIP		

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 GF NO. GT2200987, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE SEPTEMBER 27, 2022, ISSUE DATE OCTOBER 11, 2022.

10C. RIGHT-OF-WAY (QUIT CLAIM) DEED GRANTED TO WILLAMSON COUNTY, AS SET OUT IN VOLUME 773, PAGE 652, OF THE DEED RECORDS OF WILLAMSON COUNTY TEXAS, (AS IT PERTAINS TO TRACT 1 ONLY), DOES OT AFFECT.

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 10 Jan 2023

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



SCALE
1" = 50'

PARCEL PLAT SHOWING PROPERTY OF
AVERY EXEMPT TRUST

WILLAMSON COUNTY

PROJECT
CR 112

PARCEL 1E
PART 2
0.030 AC.
1,290 Sq. Ft.
PAGE 3 OF 3

REV: 01/04/2023

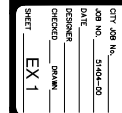


EXHIBIT "D"

SPECIAL WARRANTY DEED

CR 112 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 **AVERY RANCH COMPANY, LTD.**, a Texas limited partnership; Marta C. Avery, Trustee of the **MARTA C. AVERY EXEMPT TRUST**, a sub-trust of the Charles N. Avery III Exempt Trust under the LSA Trust Agreement effective December 24, 1992; John S. Avery, Trustee of the **JOHN S. AVERY EXEMPT TRUST**; A. Nelson Avery, Trustee of the **A. NELSON AVERY EXEMPT TRUST**; and Lucille Christina Avery Fell, Trustee of the **LUCILLE CHRISTINA AVERY FELL EXEMPT TRUST**, 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 the **CITY OF ROUND ROCK, TEXAS**, hereinafter referred to as Grantee, 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 6.345-acre (276,374 square foot) tract of land out of and situated in the Thomas Toby Survey, Abstract No. 625 (Seaborn Travis S-141) and the Thomas Glasscock Survey, Abstract No. 255, 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 Grantee 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 County Road 112.

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 Grantee 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 Grantee 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.

Except as otherwise set forth herein and in the Real Estate Contract between Grantor and Grantee for the Property (the "Contract"), the Property is being conveyed and sold by Grantor and purchased and accepted by Grantee 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. Grantee has the right under the terms of the Contract to thoroughly inspect and examine the property to the extent deemed necessary by Grantee in order to enable Grantee to evaluate the purchase of the Property for Grantee's intended use. Grantee is relying solely upon such inspections, examinations and evaluations of the Property by Grantee and/or Grantee's representatives in purchasing the Property and shall hold Grantor harmless of any and all existing conditions and defects relative to the Property.

[signature pages follow]

EXECUTED AND DELIVERED to be effective this _____ day of _____,
2023.

GRANTOR:

AVERY RANCH COMPANY, LTD.,
A Texas limited partnership

By: CJAC, Inc., a Texas
corporation, Its: General Partner

By: _____
John S. Avery
President of CJAC, Inc.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ___ day of _____, 2023,
by **John S. Avery**, known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same as the act and deed of Avery
Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General
Partner, and for the purposes and consideration therein expressed and in the capacity therein
stated, and that he was authorized to do so.

Notary Public - State of Texas

*(Signatures and Acknowledgements of the remaining Grantors
follow)*

GRANTOR:

John S. Avery, **Trustee of the
John S. Avery Exempt Trust**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this __day of _____, 2023, by
John S. Avery, Trustee of the John S. Avery Exempt Trust.

Notary Public - State of Texas

GRANTOR:

A. Nelson Avery, **Trustee of the**
A. Nelson Avery Exempt Trust

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this ____ day of _____, 2023, by A.
Nelson Avery, Trustee of the A. Nelson Avery Exempt Trust.

Notary Public - State of Texas

GRANTOR:

Lucille Christina Avery Fell, **Trustee of the
Lucille Christina Avery Fell Exempt Trust**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Lucille Christina Avery Fell, Trustee of the Lucille Christina Avery Fell Exempt Trust.

Notary Public - State of Texas

GRANTOR:

Marta C. Avery, **Trustee of the**
Marta C. Avery Exempt Trust, a sub-trust of the
Charles N. Avery III Exempt Trust under the LSA
Trust Agreement effective December 24, 1992

CALIFORNIA ACKNOWLEDGMENT:

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "E"

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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STORM SEWER AND DRAINAGE EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

That **EVERY RANCH COMPANY, LTD.**, a Texas limited partnership; Marta C. Avery, Trustee of the **MARTA C. EVERY EXEMPT TRUST**, a sub-trust of the Charles N. Avery III Exempt Trust under the LSA Trust Agreement effective December 24, 1992; John S. Avery, Trustee of the **JOHN S. EVERY EXEMPT TRUST**; A. Nelson Avery, Trustee of the **A. NELSON EVERY EXEMPT TRUST**; and Lucille Christina Avery Fell, Trustee of the **LUCILLE CHRISTINA EVERY FELL EXEMPT TRUST**, whose address is _____, and their successors and assigns (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **CITY OF ROUND ROCK, TEXAS**, its agents and assigns (hereinafter referred to as "Grantee"), receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property (collectively the "Easement Area"), to wit:

being a 0.029-acre (1,258 square feet) tract of land out of the Thomas Glasscock Survey, Abstract No. 255, Williamson County, Texas; said tract being more particularly described by metes and bounds and by sketch as set forth in Exhibit "A-1", attached hereto and incorporated herein by reference for all purposes; and

being a 0.030-acre (1,290 square feet) tract of land out of the Thomas Glasscock Survey, Abstract No. 255, Williamson County, Texas; said tract being more particularly described by metes and bounds and by sketch as set forth in Exhibit "A-2", attached hereto and incorporated herein by reference for all purposes.

The perpetual easement, right-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 storm sewer utilities and drainage facilities, to-wit: open drainage channel and storm sewers and collection facilities, drainage pipes and all other surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto (collectively the "Facilities").

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 easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantors in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights, and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the Easement Area, 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 to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities and Facilities thereon.

Grantor further grants to Grantee:

- (a) the right to install additional Facilities in the Easement Area;
- (b) the right to grade the Easement Area for the full width thereof ;
- (c) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided, however, that such right of ingress and egress across Grantor's property shall only be used if access to the Easement Area is not otherwise reasonably available from adjacent public right of way;
- (d) the right of grading for, construction, maintaining and using such roads on and across the Easement Area as Grantee may deem necessary for purposes of ingress and egress;
- (e) 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 Area and to trim and to cut down and clear away any trees on either side of the Easement Area which now or hereafter in the opinion of Grantee may be a hazard to any pipeline, valves, appliances, fittings, or other improvements 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 burned or removed by Grantee;
- (f) the right to mark the location of the Easement Area 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 Area;

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement Area; and

- (b) Grantee shall promptly backfill any trench made by it on the Easement Area and repair any damage it shall do to Grantors private roads or lanes on the lands.

It is understood and agreed that any and all equipment and Facilities placed upon said property shall remain the property of Grantee.

Grantor hereby dedicates the easement as drainage and storm sewer easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, it's successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[signature pages follow]

EXECUTED AND DELIVERED to be effective this ____ day of _____, 2023.

GRANTOR:

AVERY RANCH COMPANY, LTD.,
A Texas limited partnership

By: CJAC, Inc., a Texas corporation,
Its: General Partner

By: _____
John S. Avery
President of CJAC, Inc.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023, by **John S. Avery**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Avery Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

Notary Public - State of Texas

(Signatures and Acknowledgements of the remaining Grantors follow)

GRANTOR:

John S. Avery, **Trustee of the
John S. Avery Exempt Trust**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____, 2023, by
John S. Avery, Trustee of the John S. Avery Exempt Trust.

Notary Public - State of Texas

GRANTOR:

A. Nelson Avery, **Trustee of the
A. Nelson Avery Exempt Trust**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023, by A. **Nelson Avery**, Trustee of the A. Nelson Avery Exempt Trust.

Notary Public - State of Texas

GRANTOR:

**Lucille Christina Avery Fell, Trustee of the
Lucille Christina Avery Fell Exempt Trust**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023, by
Lucille Christina Avery Fell, Trustee of the Lucille Christina Avery Fell Exempt Trust.

Notary Public - State of Texas

GRANTOR:

Marta C. Avery, **Trustee of the
Marta C. Avery Exempt Trust**, a sub-trust of the
Charles N. Avery III Exempt Trust under the LSA Trust
Agreement effective December 24, 1992

CALIFORNIA ACKNOWLEDGMENT:

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACCEPTED AND AGREED TO BY:

CITY OF ROUND ROCK, TEXAS

By: _____
Laurie Hadley, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Laurie Hadley, City of Round Rock City Manager, 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 E. Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:
