EXHIBIT
"A"

REAL ESTATE CONTRACT

Red Bud North Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TOP FAMILY, LLC** (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 0.056 acre (2,451 square foot) tract of land out of and situated in the Willis Donaho Survey, Abstract No. 173 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**);

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 ONE HUNDRED SIXTY THOUSAND and 00/100 Dollars (\$160,000.00).

Payment of Purchase Price

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

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 following conditions (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 best of Seller's knowledge:
- (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 on or before October 28, 2023, or at such time, date, and place as Seller and Purchaser may agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (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 conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.
 - (2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.
- (3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, 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 those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, 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

6.01. 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

7.01. 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.

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.

<u>Gender</u>

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after November 6, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

Special Conditions

- 8.13. Seller and Purchaser agree to comply with the following special conditions:
- (a) Purchaser shall maintain full access for ingress and egress to, and prevent the impairment and/or closure of, the driveway on the Property located along E. Old Settlers Blvd. during the construction of the Red Bud North Improvement Project until such time as the expansion of the access easement, identified in the Official Public Records of Williamson County, Texas under Document No. 2012015610 (the "Access Easement") attached as Exhibit "C", is completed by Purchaser.

- (b) Purchaser shall expand and construct, at its own cost, the Access Easement drive depicted in the attached Exhibit "D" to a width of no less than fifty (50) feet. Purchaser's construction shall utilize the same construction methods and materials as the existing Access Easement drive, including but not limited to concrete thickness, reinforcement, curbing, painting, and fire lane designations.
- (c) <u>Seller and Purchaser shall execute an amendment to the Access Easement attached as Exhibit "B" which depicts the expanded Access Easement drive.</u>
- (d) <u>After Purchaser's construction of the expanded Access Easement drive is complete, Seller shall maintain the expanded Access Easement drive.</u>
- (e) <u>Purchaser shall provide an administrative adjustment letter from the City noting that all City code provisions, rules, and regulations applicable to the Property before the sale which would be violated by the remaining Property after the sale in lieu of and under threat of condemnation will not be enforced against the Property while the current use and improvements continue.</u>

SELLER:

| TOP FAMILY, LLC | |
|---------------------------|--|
| By: | Address: 4450 East Old Settlers Blvd #1 |
| Name: Shakeel Badarpura | Round Rock TX 78665 |
| Title: Managing Member | |
| Date: 11/02/2023 | |
| PURCHASER: | |
| CITY OF ROUND ROCK, TEXAS | |
| By:Craig Morgan, Mayor | Address: 221 E. Main Street Round Rock, Texas 78664 |
| Date: | |

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EXHIBIT A

Exhibit "

Willis Donaho Survey, Abstract No. 173

EXHIBIT____ PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.056 ACRE (2,451 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WILLIS DONAHO SURVEY, ABSTRACT NO. 173, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, (0.992 ACRES), OF WHITNEY TRACT PHASE 1, FINAL PLAT, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2012040973, OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, AND BEING DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO TOP FAMILY, INC., RECORDED IN DOCUMENT NO. 2012015076, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.056 ACRE (2,451 QUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an X cut set in concrete, having grid coordinates of N=10,173,066.14, E=3,152,150.21, in the proposed northerly right-of-way (ROW) line of County Road (C.R.) 113 (Old Settlers Blvd.) (variable width ROW), same line being in the easterly boundary line of that called 2.97 acre tract of land described in a Special Warranty Deed to City of Round Rock recorded in Document No. 2019119502, of the Official Public Records of Williamson County, Texas, same line being in the westerly boundary line of said Lot 1, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which point a capped iron rod with plastic cap stamped "Austin Surveyors" found in the southerly boundary line of Lot 13, of the FINAL PLAT OF SETTLERS CROSSING, SECTION 3, a subdivision of record in Cabinet AA, Slides 375-376, of the Plat Records of Williamson County, Texas, being the common north corner of said 2.97 acre tract and said Lot 1, bears N 02°40'50" W, at a distance of 265.14 feet;

THENCE, with said proposed ROW line, through the interior of said Lot 1, the following five (5) courses:

- 1) **N 77°41'59" E,** for a distance of **41.76** feet to an iron rod with aluminum cap stamped "CORR ROW" set, for an angle point hereof;
- 2) **N 87°11'57" E,** for a distance of **32.50** feet to an iron rod with aluminum cap stamped "CORR ROW" set, for an angle point hereof;
- 3) N 73°40'29" E, for a distance of 28.26 feet to an iron rod with aluminum cap stamped "CORR ROW" set, for a point of a non-tangent curve to the left;
- 4) along said curve to the left having a radius of 36.00 feet, a delta angle of 62°32'42", an arc length of 39.30 feet, and a chord which bears N 50°54'55" E, a distance of 37.38 feet to an iron rod with aluminum cap stamped "CORR ROW" set, for a point of non-tangency of the herein described parcel;
- 5) N 55°28'52" E, for a distance of 17.83 feet to an iron rod with aluminum cap stamped "CORR ROW" set, in the existing westerly ROW line of County Road 122 (C.R. 122)(Redbud Lane) (variable width ROW), same line being the easterly boundary line of said Lot 1, for the northeasterly corner hereof and from which point an iron rod with aluminum cap stamped "CORR" found in said existing ROW line of C.R. 122, same point being the southeasterly corner of Lot 29 of said SETTLERS CROSSING, SECTION 3, also being the northeasterly corner of said Lot 1 bears N 06°00'55" E, at a distance of 224.16 feet;
- 6) **THENCE, S 06°00'55" W,** departing said proposed ROW line, with the easterly boundary line of said Lot 1, same being the existing ROW line of said C.R. 122, for a distance of **16.78** feet to a calculated angle point, being the cutback of the existing northerly ROW line of C.R. 113 (Old Settlers Blvd.) (variable width ROW), for angle point hereof;

- 7) THENCE, S 45°12'10" W, with the cutback of said C.R. 113 (Old Settlers Blvd.) and said C.R. 122 (Redbud Lane), same line being the easterly boundary line of said Lot 1, for a distance of 58.46 feet to a 1/2 iron rod found in the existing northerly ROW line of said C.R. 113, for the southeasterly corner hereof:
- 8) **THENCE, S 87°19'10" W,** with the northerly ROW line of said C.R. 113, being the southerly boundary line of said Lot 1, for a distance of 100.47 feet to a Mag Nail with "JPH Land Surveying" found, being the southeasterly corner of said 2.97 acre tract, same point being the southwesterly corner of said Lot 1, for the southwesterly corner hereof,
- 9) THENCE, N 02°40'50" W, departing said existing ROW line, with the common boundary line of said 2.97 acre tract, and said Lot 1, for a distance of 10.50 feet to the POINT OF BEGINNING, containing 0.056 acres, (2,451 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. All distances and coordinates recited herein are Surface values using a Surface to Grid scale factor of 0.99988313.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

§

Š COUNTY OF WILLIAMSON

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the month of May 2021, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 8th day of August, 2023, A.D.

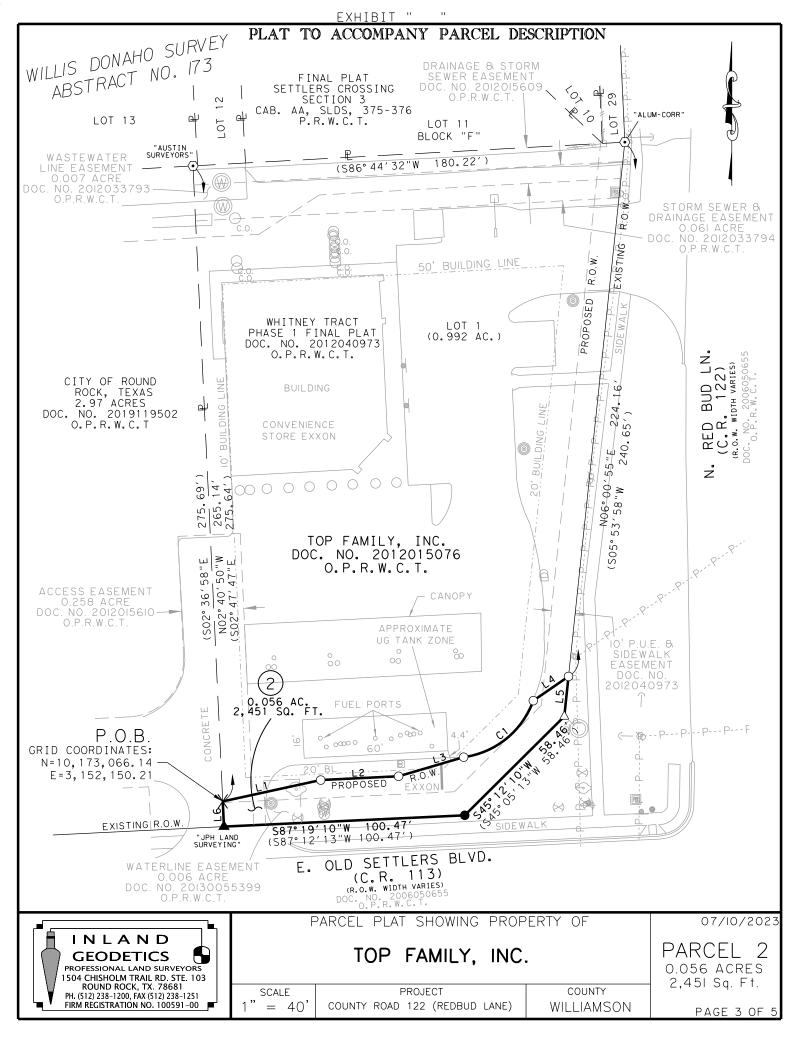
INLAND GEODETICS

Miguel A. Escobar, L.S.L.S., R.P.L.S.

Texas Reg. No. 5630

1504 Chisholm Trail Rd #103 Round Rock, TX 78681

TBPELS Firm No. 10059100



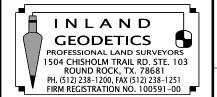
PLAT TO ACCOMPANY PARCEL DESCRIPTION

I) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 20II)).ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 0.99988313.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-161406, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE JUNE 16, 2023, ISSUE DATE JUNE 26, 2023.

RESTRICTIVE COVENANTS: DOCUMENT NO(S) 2012040973 (PLAT), AND 2012015610, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BOTH SUBJECT TO, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

- 2. A 10 FOOT WIDE PUBLIC UTILITY AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINES, AS STATED ON THE PLAT OF RECORD IN DOCUMENT NO. 2012040973 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ITS LOCATION IS SHOWN.
- 3. A WASTEWATER EASEMENT OF UNDETERMINED WIDTH RESERVED ALONG THE NORTHWESTERLY CORNER OF PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN DOCUMENT NO. 2012/04/0973 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ??.
- 4. A DRAINAGE AND STORM SEWER EASEMENT OF UNDETERMINED WIDTH RESERVED ALONG THE NORTH PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN DOCUMENT NO. 2012040973 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ??
- 5. A PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT EASEMENT AS DESCRIBED IN DOCUMENT NO. 2012015610, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ITS LOCATION IS SHOWN.
- 6. AN ELECTRIC DISTRIBUTION AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 801, PAGE 255, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, ITS LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.
- 7. A WASTEWATER LINE EASEMENT GRANTED TO CITY OF ROUND ROCK, TEXAS AS DESCRIBED IN DOCUMENT NO. 2012033793, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- 8. A STORM SEWER AND DRAINAGE EASEMENT GRANTED TO CITY OF ROUND ROCK, TEXAS AS DESCRIBED IN DOCUMENT NO. 2012033794, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- 9. A WATERLINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK AS DESCRIBED IN DOCUMENT NO. 2013005399, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ITS LOCATION IS SHOWN.
- IO. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.



PARCEL PLAT SHOWING PROPERTY OF

TOP FAMILY, INC.

SCALE PROJECT COUNTY

1" = 40' COUNTY ROAD 122 (REDBUD LANE) WILLIAMSON

PARCEL 2 0.056 ACRES 2,451 Sq. Ft.

PAGE 4 OF 5

07/10/2023

S\BROWN&GAY\RED BUD-CR122 NORTH\PARCELS\PARCEL 2-TOP-FAMILY-INC\PARCEL 2-TOP-FAMILY-INC-2023-07-10.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

| | MAG NIAH EGUND | | |
|-----|-------------------------------|--------------|---|
| _ | MAG NAIL FOUND | \setminus | LINE BREAK |
| | IRON ROD WITH ALUMINUM CAP | _ /_ | EINE BREAR |
| | STAMPED "CORR ROW" SET | P.O.B. | POINT OF BEGINNING |
| • | IRON ROD WITH PLASTIC OR | () | RECORD INFORMATION |
| | ALUMINUM CAP FOUND - AS NOTED | P.R.W.C.T. | PLAT RECORDS |
| X | X CUT IN CONCRETE SET | | WILLIAMSON COUNTY, TEXAS |
| | 1/2" IRON ROD FOUND | D.R.W.C.T. | DEED RECORDS |
| | , | | WILLIAMSON COUNTY, TEXAS |
| | CALCULATED POINT | O.R.W.C.T. | OFFICIAL RECORDS |
| ₽ | PROPERTY LINE | O.P.R.W.C.T. | WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS |
| 1 | DENOTES COMMON OWNERSHIP | 3.1 | WILLIAMSON COUNTY, TEXAS |
| · · | | | |

- II. TERMS, CONDITIONS, AND STIPULATIONS IN THE DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN TOP FAMILY, LLC AND 5.959 RR INVESTORS, LLC, AS RECORDED IN DOCUMENT NO. 2012015609, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- 12. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)
- 13. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.
- 14. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY

| NUMBER | RADIUS | DELTA | LENGTH | CHORD BEARING | CHORD |
|--------|--------|-----------|--------|---------------|--------|
| CI | 36.00' | 62°32'42" | 39.30' | N50°54'55"E | 37.38' |

| NO. | DIRECTION | DISTANCE |
|-----|----------------|----------|
| L 1 | N77° 41′59"E | 41.76′ |
| L2 | N87° 11′57"E | 32.50′ |
| L3 | N73° 40′ 29" E | 28.26′ |
| L4 | N55° 28′ 52"E | 17.83′ |
| L5 | S06°00′55"W | 16.78′ |
| L6 | NO2°40′50"W | 10.50′ |

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 IN MAY 202

08/08/2023

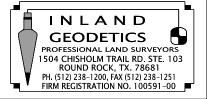
MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.

TEXAS REG. NO. 5630

1504 CHISHOLM TRAIL ROAD, #103

ROUND ROCK, TEXAS 7868 TBPELS FIRM NO. 10059100





PARCEL PLAT SHOWING PROPERTY OF

TOP FAMILY, INC.

SCALE PROJECT

" = 40' COUNTY ROAD 122 (REDBUD LANE)

COUNTY WILLIAMSON 07/10/2023

PARCEL 2 0.056 ACRES 2,451 Sq. Ft.

PAGE 5 OF 5

EXHIBIT B

DEED

Red Bud Lane (North) 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 **TOP FAMILY, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **CITY OF ROUND ROCK, TEXAS**, for use as public right-of-way and no other purpose, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.056 acre (2,451 square foot) tract of land out of and situated in the Willis Donaho Survey, Abstract No. 173 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 2).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Red Bud Lane.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of ______, 2022.

[signature page follows]

| GRANTOR: | |
|---|--|
| TOP FAMILY, LLC | |
| By:_ | |
| | |
| Name: | <u> </u> |
| Its: | <u> </u> |
| | |
| | <u>ACKNOWLEDGMENT</u> |
| STATE OF TEXAS | § |
| COUNTY OF | \$ \$ |
| This instrument was acknown 2023 byrecited therein. | owledged before me on this the day of,, in the capacity and for the purposes and consideration |
| | Notary Public, State of Texas |
| PREPARED IN THE OFFICE O | OF: Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664 |
| GRANTEE'S MAILING ADDRE | SS: |
| | City of Round Rock |
| | Attn: City Clerk 221 Main Street |
| | Round Rock, Texas 78664 |

AFTER RECORDING RETURN TO:

EXHIBIT C

9 PGS

nd milietalistis er

COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made this 28 day of reby uwy, 2012, by and between 5.959 RR INVESTORS, LLC, A Texas Limited Liability Company ("RR INVESTORS") and TOP FAMILY, LLC (hereinafter referred to as "TOP").

WHEREAS:

- A. RR INVESTORS is the owner of that certain 4.967tract of real property located in Williamson County, Texas, more particularly described as that certain 5.959 acre tract of land more in particularly described the deed recorded under Document #2008080549 of the official public records of Williamson County, Texas save and except the tract described in Exhibit "A" previously conveyed to TOP ("RR INVESTORS TRACT").
- B. TOP is the owner of that certain tract of real property located in Williamson County, Texas, more particularly described as 0.992 acres of land, being more particularly described in the attached Exhibit "A" ("TOP TRACT") which is located adjacent to the RR INVESTORS TRACT.
- C. RR INVESTORS and TOP have agreed to enter into this Agreement in connection with the ownership and use of RR INVESTORS TRACT and TOP TRACT.
- NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency or which are hereby mutually acknowledged, the parties hereby agree as follows:
- RR INVESTORS, on behalf of itself, its successors and assigns, does hereby grant, convey and assign unto TOP, their successors and assigns, a perpetual non-exclusive access easement over and across the driveway described in the attached Exhibit B located (or to be located) within RR INVESTORS TRACT for vehicular and pedestrian ingress and egress to and from E. Old Settlers Boulevard and TOP TRACT ("RR INVESTORS TRACT Access Easement"). The RR/INVESTOR'S TRACT Access Easement is for the use and benefit of TOP, any present or future owners of TOP TRACT and their respective successors, assigns, lessees, sublessees, invitees, guests, licensees and patrons in common with RR INVESTORS and any present or future owners of RR INVESTORS TRACT. The conveyance of the RR INVESTORS TRACT Access Easement is subject to all matters that a true and correct survey would reveal and any and all matters of record in Williamson County, Texas, to the full extent same are valid and subsisting and pertain to RR INVESTORS TRACT. RR INVESTORS, for itself and any present or future owners of RR INVESTORS TRACT hereby reserves the right to continue to enjoy the use of the property burdened by the RR INVESTORS TRACT Access Easement for any and all purposes that do not unreasonably interfere with or prevent the use of the RR INVESTORS TRACT Access Easement by TOP, and TOP TRACT's successors, assigns, lessees, sublessees, invitees, guests, licensees and patrons. It is expressly acknowledged and understood that the RR INVESTORS TRACT Access Easement herein granted is and shall be appurtenant to TOP TRACT and for the benefit of the present and successive owners thereof, and further shall be a covenant running with the land, binding upon the present and successive owners of RR INVESTORS TRACT. Nothing herein shall provide to the TOP, their agents, employees, guests, invitees or licensees, the right to park vehicles on RR INVESTORS TRACT.

- TOP, on behalf of themselves, their successors and assigns, do hereby grant, convey and assign unto RR INVESTORS, its successors and assigns, a perpetual non-exclusive access easement over and across all of the driveway portions of the property described in the attached Exhibit A located or to be located within TOP TRACT for vehicular and pedestrian ingress and egress to and from to North Red Bud Lane (County Road #122) and RR INVESTORS TRACT ("TOP TRACT Access Easement"). The TOP TRACT Access Easement is for the use and benefit of RR INVESTORS, any present or future owners of RR INVESTORS TRACT and their respective successors, assigns, lessees, sublessees, invitees, guests, licensees and patrons in common with RR INVESTORS and any present or future owners of TOP TRACT. The use of the TOP TRACT Access Easement is subject to all matters that a true and correct survey would reveal and any and all matters of record in Williamson County, Texas to the full extent same are valid and subsisting and pertain to TOP TRACT. TOP, for themselves and any present or future owners of TOP TRACT hereby reserve the right to continue to use the property burdened by the TOP TRACT Access Easement for any and all purposes that do not unreasonably interfere with or prevent the use of the TOP TRACT Access Easement by RR INVESTORS, and RR INVESTORS TRACT's successors, assigns, lessees, sublessees, invitees, guests, licensees and patrons. It is expressly acknowledged and understood that the TOP TRACT Access Easement herein granted is and shall be appurtenant to RR INVESTORS TRACT and for the benefit of the present and successive owners thereof, and further shall be a covenant running with the land, binding upon the present and successive owners of TOP TRACT. Nothing herein shall provide to the RR INVESTORS, its agents, employees, guests, invitees or licensees, the right to park vehicles on TOP TRACT.
- 3. RR INVESTORS and TOP, agree not to construct or place any fences, barriers, or any other obstacle which would prevent the passage of pedestrians or vehicular traffic over or across the RR INVESTORS TRACT Access Easement and the TOP TRACT Access Easement. The foregoing provision shall not prohibit any barricade needed to be erected which will be necessary in connection with the construction, reconstruction, repair and maintenance of the driveway or any other improvements on all or any portion of the RR INVESTORS TRACT Access Easement and the TOP TRACT Access Easement (all such work being conducted in the most expeditious manner with a minimum of interference with the RR INVESTORS TRACT Access Easement and the TOP TRACT Access Easement).
- 4. If during the existence of this Agreement, either RR INVESTORS or TOP, shall sell or transfer or otherwise terminate their respective interests as an owner of all or any portion of RR INVESTORS TRACT or TOP TRACT, then from and after the effective date of sale, transfer, or termination of interest, the selling or transferring party shall be released and discharged from any and all obligations, responsibilities, and liabilities under this Agreement as to that part or portion of RR INVESTORS TRACT or TOP TRACT which has been sold or transferred, except for those obligations and responsibilities and liabilities, if any, which have already accrued as of such date. Any transferee of all or any portion of RR INVESTORS TRACT or TOP TRACT by acceptance of the transfer of such interest shall thereupon become subject to the covenants contained in this Agreement to the extent of such interests as if said transferee were an original party hereto.
- 5. All communications required or permitted under the terms of this Agreement shall be in writing, addressed as follows, and shall be deemed given when delivered by hand or when mailed, postage prepared, by certified or registered mail, return receipt requested:

If to 5.99 RR INVESTORS, LLC:

| 707600 | KATY | RD. | SIE#150 |
|-------------|------|-----|---------|
| HOUSTON, TO | (770 | 24 | |

If to TOP FAMILY, LLC:

SHAKEEL BADARPORA President

The above addresses shall be effective until changed by either party in writing in accordance with the terms of this Agreement.

- TOP, at the time it begins construction of its development on TOP TRACT, shall construct, at its sole cost and expense, the common driveway to be located on RR INVESTORS TRACT, at the location described in the attached Exhibit B. Prior to commencement of construction TOP shall supply full construction plans to RR INVESTORS for the approval which shall not be unreasonably withheld. The driveway shall be concrete and shall comply with all Williamson County and/or City of Round Rock Codes. The construction shall be done in a good and workmanlike manner, and TOP shall indemnify and hold harmless RR INVESTORS, from all costs and expenses related to such construction and any and all liens related thereto. RR INVESTORS, grants to TOP the right to use as much of the surface of the property that is adjacent to the Property, Exhibit B, as may be reasonably necessary to install and maintain the driveway within the Property, Exhibit B. However, TOP must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement. After completion of the construction of the initial driveway improvements by TOP, RR INVESTORS and TOP shall each jointly maintain and repair the entire Driveway Easement at their equal expense. The subsequent owners of any part of the RR INVESTORS TRACT shall each pay their prorate share of the costs of the maintenance and repair of the Driveway Easement. Upon completion of the driveway, RR INVESTORS shall pay to TOP on half of the cost of construction of the driveway not to exceed FIFTEEN THOUSAND EIGHT HUNDRED FIFTY (\$15,850.00) DOLLARS.
- 7. For a period of twenty (20) years from the date of recordation of the Agreement, RR INVESTORS, its successors and assigns, shall not allow the operation on the RR INVESTORS TRACT of a convenience store, business selling gasoline, tobacco, or beer for off premises consumption.
- 8. Prior to commencement of construction of improvements on the TOP TRACT, TOP shall provide a site plan, building layout, and exterior design drawings to RR INVESTORS for its approval which shall not be unreasonably withheld.

- 9. This Agreement and the exhibits made a part hereof constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and may only be amended or terminated by written instrument filed of record in the Official Public Records of Real Property of Williamson County, Texas evidencing the agreement of (i) the parties then owning fee title to RR INVESTORS TRACT and TOP TRACT, and (ii) the mortgagees then holding mortgages on RR INVESTORS TRACT or TOP TRACT.
- 10. Neither party shall be deemed under this Agreement to be a partner with the other party or to be engaged in a joint venture or any other relationship with the other party in the conduct of the other party's business, nor shall either party be responsible for any debts incurred, actions taken, or omissions made by the other party.
- 11. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.
- 12. The provisions hereof shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, as appropriate, and shall be deemed to be covenants that run with RR INVESTORS TRACT and TOP TRACT.
- 13. All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth in the body hereof.
 - 14. Time is of the essence in the performance of all obligations under this Agreement.
- 15. Each owner shall operate and maintain all of the areas owned by said owner, which are subject to the RR INVESTORS TRACT Access Easement and the TOP TRACT Access Easement, as applicable, in good condition, reasonable wear and tear excepted.
- 16. Each owner shall pay or cause to be paid, prior to any penalty attaching thereto, all real estate taxes and assessments imposed upon the land and improvements located on its respective tract.
- 17. Each owner shall promptly repair and rebuild, and, if applicable, restore, the areas on such owner's tract which are subject to the RR INVESTORS TRACT Access Easement and the TOP TRACT Access Easement, as applicable, in the event of casualty, and, to the extent possible, in the event of condemnation or eminent domain.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

RR INVESTORS TRACT OWNER:

5.95 RR INVESTORS, LLC, A Texas Limited Liability

Company

BY:___ NAME:

TITLE:

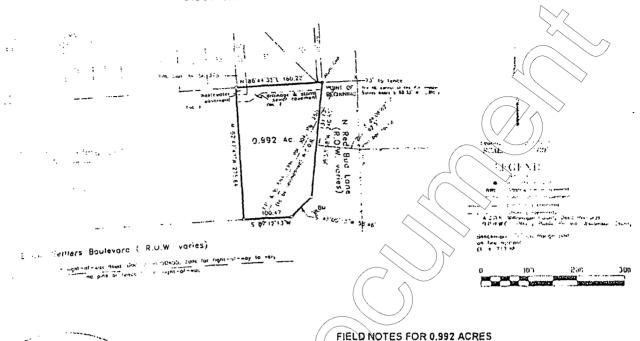
TOP TRACT OWNERS:

| | TOP FAMILY, LLC |
|--|--|
| | BY: NAME: SHAKEEL BADARPURA TITLE: President |
| | |
| STATE OF TEXAS § | |
| COUNTY OF Havis § | |
| , 2012, by Shan Hu | wledged before me on the SG day of FCDUQVV SSAVN, MOUNAGEN of 5.95 RR |
| INVESTORS, LLC, A Texas Limited Lia capacity therein stated. | bility Company, on behalf of said company in the |
| LUPE MENDES NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 9/28/2012 | Notary Public in and for The State of Texas Printed Name: |
| STATE OF TEXAS COUNTY OF TRAVIS STATE OF TEXAS STAT | |
| | · · · · · · · · · · · · · · · · · · · |
| The foregoing instrument was ackno | wledged before me on the Z8 day of FEBRUARY BADALPURA of TOP |
| FAMILY, LLC, A Texas Limited Liability | Company, on behalf of said company in the capacity |
| therein stated. | Notary Public in and for The State of Texas |
| AJ MEDITZ MY COMMISSION EXPIRES September 15, 2014 | Printed Name: AJ MEDITZ My Commission Expires: 09/15/2014 |
| | |

NORTH STAR TITLE COMPANY 4910 DACOMA RD #200 HOUSTON, TX 77092

PROPERTY DESCRIPTION

0.992 AC OUT OF 5.959 AC



All that certain tract or parcel of land situated in the Willis Donohic. Survey. A-173 in Williamson County. Texas and being a part of a 5.959 acre tract of land conveyed to RR Investors, LC in Document No. 2008080549 of the Official Public Records of Williamson County. Texas and being more particularly described by metes and bounds as follows.

BEGINNING at an aluminum capped iron pin found on the West line of County Road #122 (Red Bud Lane), in the Southeast corner of Lot 29 in Block F of Settlers Crossing Section 3 as recorded in Cabinet AA Slide 375 of the Plat Records of Williamson County, Texas, for the Northeast corner of the above mentioned 5.959 acre tract and the Northeast corner of this tract.

THENCE S 05°53'58" W with the West line of County Road #122 240.65 feet to an iron pin found in a angle point of the said 5.959 acre tract for an angle point of this tract.

THENCE S 45*03*13*W 58.46 feet to an iron pin set on the North line of Old Settlers Boulevard for the most Southerly Southeast corner of this tract

THENCE N 87*12'13" W with the North line of Old Settlers Boulevard 100.47 feet to an iron pin set for the Southwest corner of this tract.

THENCE IN 02*47'47" WI 275.64 feet to an iron pin set on the South line of Lot 13 in Block F of the above mentioned Settlers Crossing Section 3 for the Northwest corner of this tract.

THENCE N 86"44"32" E with the South line of the above mentioned Section 3 180.22 feet to the POINT OF BEGINNING containing 0.992 acres of land, more or less

Phase 1

Exh.b.+ A

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

AUSTIN SURVEYORS

P.O. BOX 189243 AUSTIN, TEXAS 78718 Eyh 5.+ B 3pages

2105 JUSTIN LANE #103 (512) 454-6605

Accompaniment to sketch 1764ease

EXHIBIT "
PAGE 1 OF 3

FIELD NOTES FOR 0.258 ACRES

All that certain tract or parcel of land situated in the Willis Donoho Survey, A-173, in Williamson County, Texas and being a part of a 5.959 acre tract of land conveyed to 5.959 RR Investors, LLC by deed recorded as Document No. 2008080549 in the Official Public Records of Williamson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the North right-of-way line of Old Settlers Boulevard for the Southeast corner of this tract from which point an iron pin found in the Southeast corner of the above mentioned 5.959 acre tract bears N 87°12'13" E 87.96 feet.

THENCE S 87°12'13" W with the North line of Old Settlers Boulevard at 12.50 feet pass the Southwest corner of the proposed Lot 1 of Whitney Tract Phase 1 and continue for a total of 42.98 feet to an ell corner.

THENCE N 02°47'47" W 18.00 feet to an ell corner of this tract.

THENCE S 87°12'13" W 147.70 feet to an ell corner of this tract.

THENCE S 02°47'47"E 18.00 feet to a point on the North line of Old Settlers Boulevard for an ell corner of this tract.

THENCE S 87012'13" W with the North line of Old Settlers Boulevard 58.94 feet to the Southwest corner of this tract.

THENCE N 02°47°47" W 47.50 feet to the most westerly Northwest corner of this tract.

THENCE N 87°12'13" E 199.62 feet to the PC of a curve to the left said curve having a radius of 24.00 feet and a central angle of 90°00'.

THENCE with the arc of the said curve 37.70 feet the long chord of which bears N42°12'13" E 33.94 feet to the PT of the said curve.

THENCE N 02°47'47" W 50.22 feet to the most Northerly Northwest corner of this tract.

THENCE N 87°12'13" E 26.00 feet to the Northeast corner of this tract.

THENCE S 02°47'47" E 121.71 feet to the POINT OF BEGINNING containing 0.258 acres of land, more or less.

field notes were compiled from public records and calculations made by me and are correct to the I, Claude F. Hinkle, Jr., a Registered Professional Land Surveyor, do hereby certify that these best of my knowledge and belief. This is not an on-the-ground survey, No monuments were set:

CLAUDE F. HINKLE JR. P. CLAUDE F. HINKLE JR. P. V. A629 ~ C. C. SURVESSION OF SURVESSI

Claude F. Hinkle, Jr.

R.P.L.S. No. 4629

Date

1764ease.doc

© Austin Surveyors 2012

Sketch to accompany field notes for 0.258 acre tract of land in the Willis Donaho Survey, A-173, in Williamson County, Texas 5.959 RR Investors, LLC N 87 12 13 E Doc. #2008080549 Whitney 26,00 O.P.R.W.C. rem. 5.959 Ac. 0.992 Ac. R = 24.00Cab. D= 90.00, A= 37.70' Ch= 33.94; N42'12'13"E N 87'12'13"E 199.62' 0.258 Ac. 02'47'47"W S 87'12'13"W 147.70 58.94 S 87'12'13"W E Old Settlers Boulevard () R.O.W. varies) LINE TABLE T1 N 02'47'47" W 18.00' T2 S 02'47'47" E 18.00' Exhibit "\$" Sheet 3 of Field notes prepared bearing basis grid North SCALE 1" = 50' File No.: 1784ease Designed By: skip Job No.: 1764-401 Drawn By: skip Date: February 2012 Scale: 1°= 50° Checked By: Iron Pin Set Iron Pin Found 2105 Justin Lane #103 Austin, Texas 78757 © Austin Surveyors 2012

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2012015610

Dancy E. Rester

03/05/2012 10:59 AM CPHELPS \$52.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

2 North Star Title company LLC 4910 Dacone St Suive 200 Houston, TX 77092

EXHIBIT D

