

EXHIBIT

"A"

REAL ESTATE CONTRACT KENNEY FORT BOULEVARD (SEGMENT 4)

This Real Estate Contract ("Contract") is entered into between CRESSMAN ENTERPRISES, L.P., a Texas limited partnership, ("Seller"), and the CITY OF ROUND ROCK, a Texas home-rule municipal corporation ("Buyer") upon the terms and conditions set forth as follows:

1. Purchase and Sale of Property

1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, (1) fee simple title in and to all of that certain parcel of land being 5.511 acres described in Exhibit "A"; (2) a permanent slope and drainage easement interest in and to two parcels of land totaling approximately 1.147 acres described in Exhibits "B" and "C"; and (3) a permanent slope and waterline easement interest in and to that certain parcel of land being 0.694 acre described in Exhibit "D", all attached hereto and incorporated herein.

1.02 The real property interests described above, and any rights or appurtenances are referred to in this Contract as the "Property".

2. Sales Price and Special Provisions

2.01 Amount of Sales Price. The sales price for the Property, any improvements thereon, and any damages or cost of cure for the remaining property of Seller shall be the sum of SEVEN HUNDRED SEVENTY-FIVE THOUSAND and NO/100 DOLLARS (\$775,000.00)("Sales Price").

2.02 Payment of Sales Price. The full amount of the Sales Price shall be payable in cash at the closing.

2.03. Special Provisions. As additional compensation and as an obligation and agreement which shall survive the Closing of this transaction, the parties further agree as follows:

- a. Buyer agrees to cause two concrete material "Ty II—Commercial" City of Round Rock design standard driveway connections to be constructed between the proposed Kenney Fort Boulevard roadway improvements and the remaining property of Seller, as well as a median opening in the divided median between the two driveways. The driveways will be constructed as part of the Buyer's Kenney Fort Boulevard Segment 4 construction project, shall have a minimum width of twenty (20) feet and minimum radii of twenty-five (25) feet, and shall be constructed in the locations according to the design and specifications as additionally shown in Exhibit "E" attached hereto and incorporated herein, unless alternatives are agreed to between Seller and Purchaser prior to the commencement of construction. Buyer shall maintain the existing driveway access across the Property to the residence located on the remaining Property at all times during construction of the proposed roadway improvements unless otherwise agreed with Seller. By execution of this Contract Seller agrees to provide Purchaser any required temporary right of access to the remaining property which is required to carry out the obligations of this paragraph.

- b. Purchaser agrees to cause two (2) steel conduit pipes under the proposed roadway improvements that extend across the width of the Property and which are to be used for future utility crossing access by Seller, its heirs, successors or assigns. The conduits shall each be twenty-four (24) inches in diameter, and shall be located approximately at Sta. 135.00 and Sta. 142.50 of the proposed improvements, and as further shown on Exhibit "F" attached hereto and incorporated herein, or at an alternate location to be agreed to between Buyer and Seller prior to construction.
- c. Purchaser agrees to cause five-strand barbed wire fencing to be constructed along either the new right of way lines or the new easement boundary lines, as determined by Seller prior to construction. The fence shall be constructed as part of the Buyer's Kenney Fort Segment 4 construction project ("Project"), or otherwise at any time after Closing and prior to the beginning of construction of the Project at the sole discretion of Purchaser, and according to the design specifications as shown in Exhibit "G" attached hereto and incorporated herein. Gates shall be installed at the driveway connection locations identified herein. By execution of this Contract Seller agrees to allow purchaser access to its remaining property as necessary to carry out the obligations in this Section 2.03.
- d. By its signature below the Purchaser City of Round Rock, Texas hereby covenants and agrees that it shall not cause the construction, installation or extension of the Kenny Fort Blvd. Phase 4 road construction and related facilities Project upon any portion of the Property, as described and shown on Exhibit "E" and in this Contract, for a minimum period of four (4) years beginning on the Closing Date, unless otherwise approved and authorized by Seller in writing. This shall be a restriction which shall run with the land, and at the request of Seller shall execute and record a suitable document setting out this restriction.

At any time after Closing and prior to the beginning of construction of the Project as set out herein, the restriction for construction shall not prevent or otherwise prohibit Purchaser, its employees, consultants, contractors, agents and assigns from conducting any and all investigative activities, testing or other data collection which purchaser determines to be necessary for design and any other regulatory review or clearance prior to construction. This shall include, but not be limited to, environmental, survey, geotechnical, engineering, soil, and other related activities required for design and planning of the Project prior to construction.

Prior to engaging any of the investigative and planning activities described herein, Purchaser shall be required to provide 48 hours advance notice by phone and electronic mail of the proposed date, type and duration of the activities proposed up on the Property in order to allow any preparation or alteration of the adjacent remaining property of Seller. This notice shall be made to the following person(s):

Name: Linda Cressman
Phone: 832-257-6642
E-Mail: gr2132@aol.com

3. **Buyer's Obligations**

3.01 **Conditions to Buyer's Obligations.** The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or before the closing).

3.02 **Preliminary Title Report.** Within 30 days of the execution of this Contract, Seller, at Seller's expense, will obtain from the Title Company a preliminary title report ("Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property.

(A) Buyer will give Seller written notice on or before the expiration of 10 days after Buyer receives the Title Report that the condition of title as set forth in the Title Report is or is not satisfactory.

(B) In the event that Buyer states that the condition is not satisfactory, Seller will promptly undertake to assist Buyer to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event the Seller is unable to do so within 10 days after receipt of written notice, this Contract may be terminated in writing by Buyer. Otherwise, this condition will be deemed acceptable and any objection by the Buyer will be deemed waived.

3.03 **Survey.** Buyer, at Buyer's expense, will obtain a current plat or survey of the permanent easement Property, prepared by a licensed Texas land surveyor selected by Buyer.

3.04 **Seller's Full Compliance.** Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing date.

4. **Representations and Warranties of Seller**

Seller represents and warrants to Buyer, as of the closing date, as follows:

4.01 There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Buyer.

4.02 **The Property herein is being conveyed to Purchaser under threat of condemnation.**

4.03 Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.

4.04 Seller is not aware of any material physical defects to the Property.

4.05 Seller is not aware of any environmental hazards or conditions that affect the Property.

4.06 Seller is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.

5. Closing

5.01 Date and Location. The closing will be held at the office of Georgetown Title Company ("Title Company"), on or before November 15th, 2017 ("Closing Date"), or at a time, date, and place agreed on by Seller and Buyer.

5.02 Sellers Responsibilities at Closing. At the closing Seller will:

(A) Deliver to Buyer a properly executed and acknowledged Deed, Slope and Drainage Easement, and Slope and Waterline Easement, conveying such property interest in and to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (i) Any exceptions approved by Buyer in accordance with Section 3 of this Contract; and
- (ii) Any exceptions approved by Buyer in writing.

(B) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by the Title Company in Buyer's favor in the full amount of the Sales Price, insuring Buyer's interest in and to the Property subject to the title exceptions listed in herein, to any other exceptions approved in writing by Buyer, and to those standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:

- (i) The boundary and survey exceptions will be deleted;
- (ii) The exception as to restrictive covenants will be endorsed "None of Record"; and
- (iii) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable."

(C) Deliver to Buyer possession of the Property.

(D) The form of the Deed document shall be as shown in Exhibit "H" attached hereto and incorporated herein. The form of the Slope and Drainage Easement shall be as shown in Exhibit "I" attached hereto and incorporated herein. The form of the Slope and Waterline Easement document shall be as shown in Exhibit "J"

5.03 Buyer's Responsibilities at Closing. At the closing Buyer will pay Seller the Sales Price.

5.04 Prorations. General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, rents, insurance, and utility charges, if any, will be prorated as of the Closing Date and will be adjusted in cash at the closing. If the closing occurs before the tax rate has been fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments to the Closing Date will be paid by Seller.

5.05 Apportionment of Costs. All costs and expenses of closing in consummating the sale and purchase of the Property will be paid as follows:

- (A) Owner's Title Policy paid by Buyer.
- (B) Survey paid by Buyer.
- (C) Easement, tax certificates, and title curative matters, if any, paid by Buyer.
- (D) All other closing costs to be paid by Buyer.
- (E) Attorney's fees paid by each respectively.

6. **Breach by Seller**

6.01 Buyer's Rights in the Event of Breach by Seller. If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason (except for Buyer's default), Buyer will have the right to:

- (A) Enforce specific performance of this Contract; or
- (B) Request that the Escrow Deposit, if any, will be returned by the Title Company to Buyer.

7. **Breach by Buyer**

7.01 Seller's Rights in the Event of Breach by Buyer. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Buyer's obligations set forth herein having been satisfied and Buyer 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 Buyer 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 Buyer.

8. Miscellaneous Provisions

8.01 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.

8.02 Notice. 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 Buyer, as the case may be, at the address set forth in the signature block below.

8.03 Texas Law to Apply. 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.

8.04 Parties Bound. 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.

8.05 Legal Construction. In case any one or more of the provisions contained in this Contract may for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never existed.

8.06 Prior Contracts Superseded. 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 of this Contract.

8.07 Time of Essence. Time is of the essence in this Contract.

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

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

8.10 Effective Date. This Contract shall be effective as of the date it is approved by the Round Rock City Council, which date is indicated beneath the Mayor's signature below.

8.11 Counterparts. 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.

BUYER:

CITY OF ROUND ROCK, TEXAS

BY: _____
Craig Morgan, Mayor

ADDRESS: 221 East Main Street
Round Rock, Texas 78664

Date: _____

County: Williamson
Parcel: 1
Highway: Kenney Fort Blvd.

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December 30, 2015
Revised: April 14, 2016

A
EXHIBIT
PROPERTY DESCRIPTION

DESCRIPTION OF A 5.511 ACRE (240,052 SQUARE FOOT), TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 78.41 ACRE TRACT OF LAND (EXHIBIT A, TRACT 1) CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.511 ACRE (240,052 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, being in the easterly boundary line of Legends Village, Section 2, Phase 4, a subdivision of record in Document No. 2010074432 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of that called 4.680 acre tract of land conveyed to the City of Round Rock, Texas by instrument recorded in Document No. 2014027063 of the Official Public Records of Williamson County, Texas, also being an angle point in the westerly boundary line of said 78.41 acre tract, and from which a 1/2" iron rod found, being the northeasterly corner of said Legends Village, Section 2, Phase 4, same being an ell corner in the westerly boundary line of said 78.41 acre tract, bears N 09°58'06" E at a distance of 1163.76 feet, and also from which a 1/2" iron rod with plastic surveyors cap stamped "Diamond Surveying", being an angle point in the common boundary line said Legends Village, Section 2, Phase 4 and said 4.680 acre tract, bears S 10°00'27" W at a distance of 61.38 feet;

THENCE, departing said Legends Village, Section 2, Phase 4, with the common boundary line of said 4.680 acre tract and said 78.41 acre tract, N 87°40'54" E, for a distance of 84.07 feet to an iron rod with aluminum cap stamped "CORR-5050" in the proposed northerly Right of Way (ROW) line for the southwesterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said 4.680 acre tract, with said proposed northerly ROW line, through the interior of said 78.41 acre tract, the following three (3) courses:

- 1) along a curve to the right, having a delta angle of 25°50'19", a radius of 955.00 feet, an arc length of 430.67 feet and a chord which bears, N 64°13'10" E for a distance of 427.03 feet, to an iron rod with aluminum cap stamped "CORR-5050" set, for a point of tangency;
- 2) N 77°08'19" E for a distance of 349.55 feet to an iron rod with aluminum cap stamped "CORR-5050" set, for a point of curvature to the left;
- 3) along said curve to the left, having a delta angle of 77°48'09", a radius of 1010.00 feet, an arc length of 1371.49 feet and a chord which bears N 38°14'15" E, for a distance of 1268.52 feet to an iron rod with aluminum cap stamped "CORR-5050" set in the easterly boundary line of said 78.41 acre tract, same being the westerly boundary line of the remainder of that called 71.110 acre tract of land conveyed to the City of Round Rock by instrument recorded in Volume 1760, Page 475 of the Official Records of Williamson County, Texas, for the northeasterly corner of the herein described tract, and from which a calculated point in the ostensible northerly line of said P. A. Holder Survey, same being the ostensible southerly line of the Willis Donaho Survey, Abstract No. 173, also being the northeasterly corner of said 78.41 acre tract, the northwesterly corner of said remainder of 71.110 acre tract, the southeasterly corner of Jackie Thomison Subdivision, a subdivision of record in Cabinet I, Slide 94-96 of the Plat Records of Williamson County, Texas and the southwesterly corner of that called 75.074 acre tract of land conveyed to the City of Round Rock by instrument recorded in Document No. 2004059024 of the Official Public Records of Williamson County, Texas, bears N 00°39'49" W at a distance of 939.37 feet;
- 4) THENCE, with the easterly boundary line of said 78.41 acre tract and the westerly boundary line of said remainder of 71.110 acre tract and that called 9.258 acre tract of land conveyed to the City of Round Rock by instrument recorded in Document No. 2014056270 of the Official Public Records of Williamson County, Texas, S 00°39'49" E, for a distance of 528.68 feet to an iron rod with aluminum cap stamped "CORR-5050" set, for the southeasterly corner of the herein described tract;

THENCE, departing said 9.258 acre tract, with the proposed southerly ROW line, through the interior of said 78.41 acre tract, the following three (3) courses:

- 5) along a curve to the right, having a delta angle of 50°10'22", a radius of 1140.00 feet, an arc length of 998.28 feet and a chord which bears, S 52°03'08" W, for a distance of 966.69 feet, to an iron rod with aluminum cap stamped "CORR-5050" set, for a point of tangency;
- 6) S 77°08'19" W for a distance of 84.49 feet to an iron rod with aluminum cap stamped "CORR-5050" set, for a point of curvature to the left;

County: Williamson
Parcel: 1
Highway: Kenney Fort Blvd.

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December 30, 2015
Revised: April 14, 2016

- 7) along said curve to the left, having a delta angle of $24^{\circ}37'29''$, a radius of 1020.00 feet, an arc length of 438.38 feet and a chord which bears $S 64^{\circ}49'35'' W$, for a distance of 435.01 feet to an iron rod with aluminum cap stamped "CORR-5050" set in the westerly boundary line of said 78.41 acre tract, same being the easterly boundary line of said 4.680 acre tract of land, for the southeasterly corner of the herein described tract, and from which a $3/8''$ iron rod found, for an angle point in the common boundary line of said 78.41 acre tract and said 4.680 acre tract bears $S 11^{\circ}14'08'' E$ at a distance of 140.30 feet;

THENCE, with said common boundary line, the following two (2) courses:

- 8) $N 11^{\circ}14'08'' W$ for a distance of 79.20 feet to a $3/8''$ iron rod found, for the northeasterly corner of said 4.680 acre tract;
- 9) $S 87^{\circ}40'54'' W$ for a distance of 262.96 feet to the POINT OF BEGINNING, containing 5.511 acres, (240,052 square feet) of land, more or less

Note: This parcel is accompanied by:

- 1) Easement Part 1 - A 20' wide, 0.990 acre (43,121 Sq. Ft.) Slope and Drainage Easement being coincident with, parallel and northwesterly of the above described courses 1 through 3 as shown on the accompanying Exhibit.
- 2) Easement Part 2 - A 20' wide, 0.694 acre (30,236 Sq. Ft.) Slope and Waterline Easement being coincident with, parallel and southeasterly of the above described courses 5 through 7 as shown on the accompanying Exhibit.
- 3) Easement Part 3 - A 25' wide, 0.157 acre (6,819 Sq. Ft.) Slope and Drainage Easement being coincident with, parallel and southeasterly of Easement 2 as shown on the accompanying Exhibit.

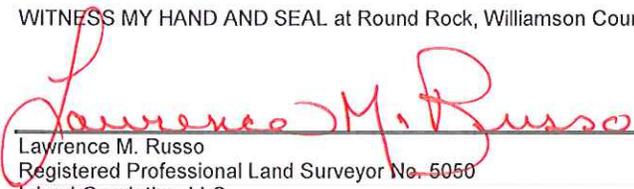
This property description is accompanied by a separate parcel plat.

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, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.


Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

04/15/2016
Date



PLAT TO ACCOMPANY DESCRIPTION

LEGEND

| | | | |
|------------|--|--------------|--|
| ⊙ | 1/2" IRON PIPE FOUND | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| ⊙ | IRON ROD WITH CAP FOUND | P.U.E. | PUBLIC UTILITY EASEMENT |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED | P.O.B. | POINT OF BEGINNING |
| ○ | IRON ROD SET W/ ALUMINUM CAP STAMPED "CORR-5050" | P.O.C. | POINT OF COMMENCEMENT |
| △ | CALCULATED POINT | () | RECORD INFORMATION |
| ⊔ | PROPERTY LINE | ⊙ | WATER VALVE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS | ⊙ | GAS METER |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS | ⊔ | POWER POLE |
| | | -oe- | OVERHEAD UTILITY |
| | | ↔ | DENOTES COMMON OWNERSHIP |
| | | ⋈ | DISTANCE BREAK |

| NO. | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S10°00'27"W | 61.38' |
| L2 | N87°40'54"E | 84.07' |
| L3 | S77°08'19"W | 84.49' |
| L4 | N11°14'08"W | 79.20' |
| L5 | S87°40'54"W | 262.96' |
| L6 | S00°39'49"E | 41.85' |
| L7 | S54°18'06"E | 25.00' |
| L8 | N40°58'38"W | 25.00' |

| NUMBER | DELTA | RADIUS | LENGTH | CHORD LENGTH | CHORD DIRECTION |
|--------|-----------|----------|----------|--------------|-----------------|
| C1 | 25°50'19" | 955.00' | 430.67' | 427.03' | N64°13'10"E |
| C2 | 77°48'09" | 1010.00' | 1371.49' | 1268.52' | N38°14'15"E |
| C3 | 50°10'22" | 1140.00' | 998.28' | 966.69' | S52°03'08"W |
| C4 | 24°37'29" | 1020.00' | 438.38' | 435.01' | S64°49'35"W |
| C5 | 06°55'53" | 1160.00' | 140.33' | 140.25' | S32°15'48"W |
| C6 | 13°19'44" | 1185.00' | 275.69' | 275.06' | S42°23'35"W |

NOTES:
 1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.
 2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

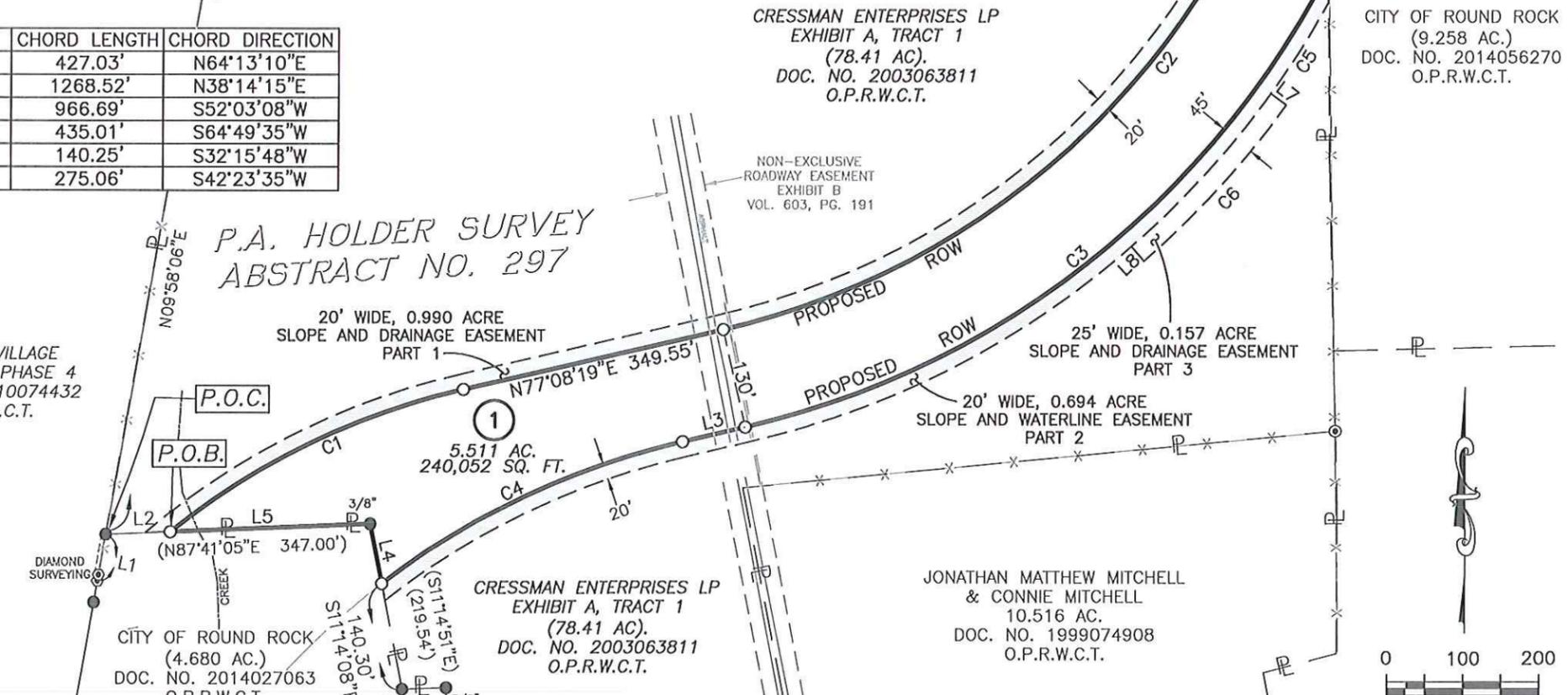
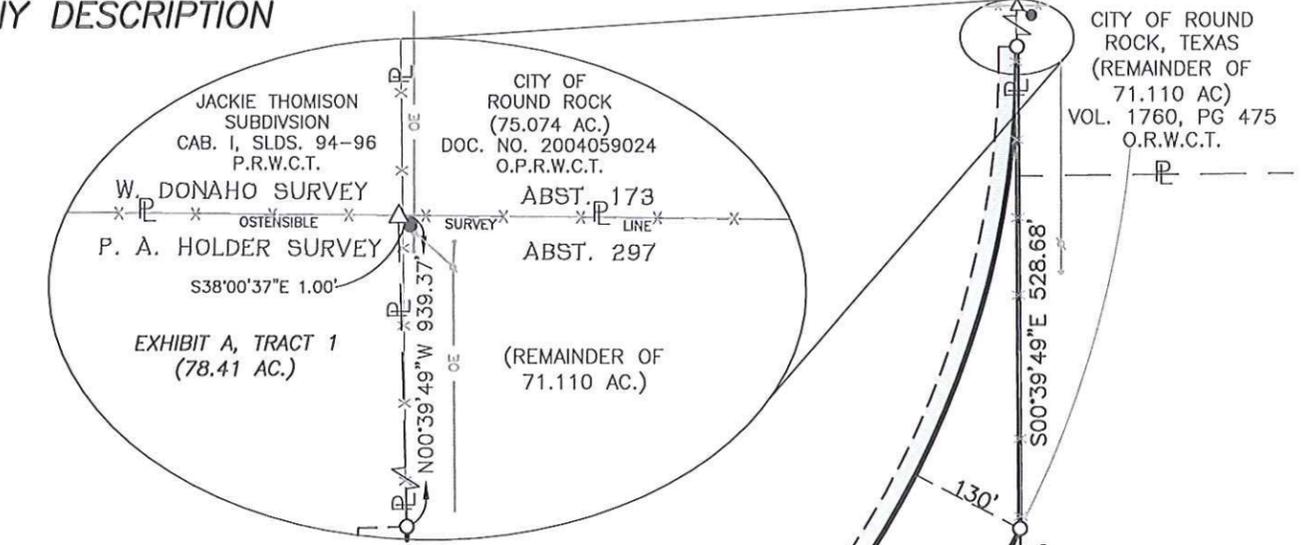
LEGENDS VILLAGE SECTION 2, PHASE 4 DOC NO. 2010074432 O.P.R.W.C.T.

KENNEY FORT BLVD.
(Prop. R.O.W.)

RIGHT-OF-WAY TRACT
 5.511 ACRES
 240,052 SQUARE FEET

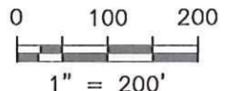
| | ACRES | SQUARE FEET |
|-----------------|--------|-------------|
| ACQUISITION | 5.511 | 240,052 |
| CALC./DEED AREA | 78.41 | 3,415,540 |
| REMAINDER AREA | 72.899 | 3,175,488 |

INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD, STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00



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.

Lawrence M. Russo 04/15/2016
 LAWRENCE M. RUSSO
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



County: Williamson
Parcel: Easement 3
Highway: Kenney Fort Blvd.

B
EXHIBIT
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.157 ACRE (6,819 SQUARE FOOT), TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 78.41 ACRE TRACT OF LAND (EXHIBIT A, TRACT 1) CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.157 ACRE (6,819 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "CORR-5050" set, being the southeasterly corner of a proposed 5.511 acre Right-of-Way (ROW) tract running through the interior of said 78.41 acre tract, same being in the easterly boundary line of said 78.41 acre tract, also being in the westerly boundary line of that called 9.258 acre tract of land conveyed to the City of Round Rock by instrument recorded in Document No. 2014056270 of the Official Public Records of Williamson County, Texas, also being the northeasterly corner of a proposed 0.694 acre slope and waterline easement tract, and from which a calculated point in the ostensible northerly line of said P. A. Holder Survey, same being the ostensible southerly line of the Willis Donaho Survey, Abstract No. 173, also being the northeasterly corner of said 78.41 acre tract, the northwesterly corner of the remainder of that called 71.110 acre tract of land conveyed to the City of Round Rock by instrument recorded in Volume 1760, Page 475 of the Official Records of Williamson County, Texas, the southeasterly corner of Jackie Thomison Subdivision, a subdivision of record in Cabinet I, Slide 94-96 of the Plat Records of Williamson County, Texas and the southwesterly corner of that called 75.074 acre tract of land conveyed to the City of Round Rock by instrument recorded in Document No. 2004059024 of the Official Public Records of Williamson County, Texas, bears N 00°39'49" W, pass at a distance of 528.68 feet an iron rod with aluminum cap stamped "CORR-5050" set, being the northeasterly corner of said proposed 5.511 acre ROW tract, and continuing for a total distance of 1468.05 feet;

THENCE, departing said proposed 5.511 acre ROW tract, with the common boundary line of said 78.41 acre tract and said 9.258 acre tract, same being the easterly line of said proposed 0.694 acre easement tract, S 00°39'49" E for a distance of 41.85 feet to the southeasterly corner of said proposed 0.694 acre easement tract;

THENCE, departing said common boundary line, with the southerly line of said proposed 0.694 acre easement tract, being parallel to and 20 feet southerly of said proposed 5.511 acre ROW tract, along a curve to the right, having a delta angle of 06°55'53", a radius of 1160.00 feet, an arc length of 140.33 feet and a chord which bears S 32°15'48" W, at a distance of 140.25 feet to the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said proposed 0.694 acre easement tract, through the interior of said 78.41 acre tract, the following three (3) courses:

- 1) S 54°18'06" E, for a distance of 25.00 feet to a calculated point, for the most easterly corner of the herein described tract;
- 2) along a curve to the right, being 45 feet southeasterly of and parallel with said proposed 5.511 acre ROW tract, having a delta angle of 13°19'47", a radius of 1185.00 feet, an arc length of 275.69 feet and a chord which bears, S 42°23'35" W, for a distance of 275.06 feet to a calculated point, for the most southerly corner of the herein described tract;

County: Williamson
Parcel: Easement 3
Highway: Kenney Fort Blvd.

- 3) **N 40°58'38" W** for a distance of **25.00** feet to a calculated point, being in the southeasterly line of said proposed 0.694 acre easement tract, for the most westerly corner of the herein described tract;
- 4) **THENCE**, with the southeasterly line of said proposed 0.694 acre easement tract, being 20 feet southeasterly of and parallel with said proposed 5.511 acre ROW tract, along a curve to the left, having a delta angle of **13°19'47"**, a radius of **1160.00** feet, an arc length of **269.87** feet and a chord which bears, **N 42°23'38" E**, for a distance of **269.26** feet to the **POINT OF BEGINNING**, containing 0.157 acres, (6,819 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, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo

07/22/2016
Date

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200



County: Williamson
Parcel: Easement 1
Highway: Kenney Fort Blvd.

EXHIBIT **C**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.990 ACRE (43,121 SQUARE FOOT), TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 78.41 ACRE TRACT OF LAND (EXHIBIT A, TRACT 1) CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.990 ACRE (43,121 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, being in the easterly boundary line of Legends Village, Section 2, Phase 4, a subdivision of record in Document No. 2010074432 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of that called 4.680 acre tract of land conveyed to the City of Round Rock, Texas by instrument recorded in Document No. 2014027063 of the Official Public Records of Williamson County, Texas, also being an angle point in the westerly boundary line of said 78.41 acre tract, and from which a 1/2" iron rod found, being the northeasterly corner of said Legends Village, Section 2, Phase 4, same being an ell corner in the westerly boundary line of said 78.41 acre tract, bears N 09°58'06" E at a distance of 1163.76 feet, and also from which a 1/2" iron rod with plastic surveyors cap stamped "Diamond Surveying", being an angle point in the common boundary line said Legends Village, Section 2, Phase 4 and said 4.680 acre tract, bears S 10°00'27" W at a distance of 61.38 feet;

THENCE, departing said Legends Village, Section 2, Phase 4, with the common boundary line of said 4.680 acre tract and said 78.41 acre tract, N 87°40'54" E, for a distance of 50.96 feet to a calculated point, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said 4.680 acre tract, through the interior of said 78.41 acre tract, being 20 feet northerly of and parallel with that called 5.511 acre proposed Right-of-Way (ROW) tract, the following four (4) courses:

- 1) along a curve to the right, having a delta angle of 27°24'17", a radius of 975.00 feet, an arc length of 466.35 feet and a chord which bears, N 63°26'11" E for a distance of 461.91 feet to a calculated point of tangency;
- 2) N 77°08'19" E for a distance of 349.55 feet to a calculated point of curvature to the left;
- 3) along said curve to the left, having a delta angle of 77°48'09", a radius of 990.00 feet, an arc length of 1344.33 feet and a chord which bears N 38°14'15" E, for a distance of 1243.40 feet to a calculated point, for the northwesterly corner of the herein described easement tract;
- 4) N 89°20'11" E for a distance of 20.00 feet to an iron rod with aluminum cap stamped "CORR-5050" set, being in the easterly boundary line of said 78.41 acre tract, same being the westerly boundary line of the remainder of that called 71.110 acre tract of land conveyed to the City of Round Rock by instrument recorded in Volume 1760, Page 475 of the Official Records of Williamson County, Texas, also being the northeasterly corner of said 5.511 acre proposed ROW tract, for the northeasterly corner of the herein described easement tract, and from which a calculated point in the ostensible northerly line of said P. A. Holder Survey, same being the ostensible southerly line of the Willis Donaho Survey, Abstract No. 173, also being the northeasterly corner of said 78.41 acre tract, the northwesterly corner of said remainder of 71.110 acre tract, the southeasterly corner of Jackie Thomison Subdivision, a subdivision of record in Cabinet I, Slide 94-96 of the Plat Records of Williamson County, Texas and the southwesterly corner of that called 75.074 acre tract of land conveyed to the City of Round Rock by instrument recorded in Document No. 2004059024 of the Official Public Records of Williamson County, Texas, bears N 00°39'49" W at a distance of 939.37 feet;

THENCE, departing said remainder of 71.110 acre tract, with the northerly line of said proposed 5.511 acre ROW tract, through the interior of said 78.41 acre tract, the following three (3) courses:

- 5) along a curve to the right, having a delta angle of 77°48'09", a radius of 1010.00 feet, an arc length of 1371.49 feet and a chord which bears, S 38°14'15" W, for a distance of 1268.52 feet, to an iron rod with aluminum cap stamped "CORR-5050" set, for a point of tangency;
- 6) S 77°08'19" W for a distance of 349.55 feet to an iron rod with aluminum cap stamped "CORR-5050" set, for a point of curvature to the left;

County: Williamson
Parcel: Easement 1
Highway: Kenney Fort Blvd.

- 7) along said curve to the left, having a delta angle of $25^{\circ}50'19''$, a radius of 955.00 feet, an arc length of 430.67 feet and a chord which bears $S\ 64^{\circ}13'10''\ W$, for a distance of 427.03 feet to an iron rod with aluminum cap stamped "CORR-5050" set in the westerly boundary line of said 78.41 acre tract, same being the northerly boundary line of said 4.680 acre tract of land, for the southwesterly corner of the herein described tract, and from which a $3/8''$ iron rod found, for an angle point in the common boundary line of said 78.41 acre tract and said 4.680 acre tract bears $N\ 87^{\circ}40'54''\ E$ at a distance of 262.96 feet;
- 8) THENCE, with said common boundary line, $S\ 87^{\circ}40'54''\ W$ for a distance of 33.10 feet to the POINT OF BEGINNING, containing 0.990 acres, (43,121 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, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo

07/22/2016
Date

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200



PLAT TO ACCOMPANY DESCRIPTION

LEGEND

| | | | |
|------------|--|--------------|--|
| ⊙ | 1/2" IRON PIPE FOUND | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| ⊙ | IRON ROD WITH CAP FOUND | P.U.E. | PUBLIC UTILITY EASEMENT |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED | P.O.B. | POINT OF BEGINNING |
| ○ | IRON ROD SET W/ ALUMINUM CAP STAMPED "CORR-5050" | P.O.C. | POINT OF COMMENCEMENT |
| △ | CALCULATED POINT | () | RECORD INFORMATION |
| ⊞ | PROPERTY LINE | ⊙ | WATER VALVE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS | ⊙ | GAS METER |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS | ⊙ | POWER POLE |
| | | -OE- | OVERHEAD UTILITY |
| | | ⚡ | DENOTES COMMON OWNERSHIP |
| | | ⚡ | DISTANCE BREAK |

| NUMBER | DELTA | RADIUS | LENGTH | CHORD LENGTH | CHORD DIRECTION |
|--------|-----------|----------|----------|--------------|-----------------|
| C1 | 27°24'17" | 975.00' | 466.35' | 461.91' | N63°26'11"E |
| C2 | 77°48'09" | 990.00' | 1344.33' | 1243.40' | N38°14'15"E |
| C3 | 77°48'09" | 1010.00' | 1371.49' | 1268.52' | S38°14'15"W |
| C4 | 25°50'19" | 955.00' | 430.67' | 427.03' | S64°13'10"W |

| NO. | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S10°00'27"W | 61.38' |
| L2 | N87°40'54"E | 50.96' |
| L3 | N89°20'11"E | 20.00' |
| L4 | S87°40'54"W | 33.10' |
| L5 | N87°40'54"E | 262.96' |

NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGENDS VILLAGE SECTION 2, PHASE 4
DOC NO. 2010074432
O.P.R.W.C.T.

CITY OF ROUND ROCK (4.680 AC.)
DOC. NO. 2014027063
O.P.R.W.C.T.

CRESSMAN ENTERPRISES LP EXHIBIT A, TRACT 1 (78.41 AC.)
DOC. NO. 2003063811
O.P.R.W.C.T.

JONATHAN MATTHEW MITCHELL & CONNIE MITCHELL
10.516 AC.
DOC. NO. 1999074908
O.P.R.W.C.T.

CRESSMAN ENTERPRISES LP EXHIBIT A, TRACT 1 (78.41 AC.)
DOC. NO. 2003063811
O.P.R.W.C.T.

NON-EXCLUSIVE ROADWAY EASEMENT EXHIBIT B
VOL. 603, PG. 191

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.

SLOPE AND DRAINAGE EASEMENT
0.990 ACRES
43,121 SQUARE FEET

Lawrence M. Russo 07/22/2016
LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



County: Williamson
Parcel: Easement 2
Highway: Kenney Fort Blvd.

EXHIBIT **D**
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.694 ACRE (30,236 SQUARE FOOT), TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT 78.41 ACRE TRACT OF LAND (EXHIBIT A, TRACT 1) CONVEYED TO CRESSMAN ENTERPRISES, L.P. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003063811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.694 ACRE (30,236 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING an iron rod with aluminum cap stamped "CORR-5050" set, being the northwesterly corner of that called 5.511 acre proposed Right-of-Way (ROW) tract running through the interior of said 78.41 acre tract, being in the westerly boundary line of said 78.41 acre tract, also being in the northerly boundary line of that called 4.680 acre tract of land conveyed to the City of Round Rock by instrument recorded in Document No. 2014027063 of the Official Public Records of Williamson County, Texas, and from which a 1/2" iron rod found, being in the easterly boundary line of Legends Village, Section 2, Phase 4, a subdivision of record in Document No. 2010074432 of the Official Public Records of Williamson County, Texas, same being an ell corner in the westerly boundary line of said 78.41 acre tract, also being the northwesterly corner of said 4.680 acre tract, bears S 87°40'54" W at a distance of 50.96 feet;

THENCE, with the common boundary line of said 4.680 acre tract and said 78.41 acre tract, same being the westerly line of said proposed 5.511 acre ROW tract, N 87°40'54" E, for a distance of 262.96 feet to a 3/8" iron rod found, being the northeasterly corner of said 4.680 acre tract, same being an angle point in said westerly boundary line of the 78.41 acre tract, also being an angle point in said westerly line of proposed 5.511 acre ROW tract;

THENCE, continuing with said common boundary line and said westerly line of proposed 5.511 acre ROW tract, S 11°14'08" E, for a distance of 79.20 feet to an iron rod with aluminum cap stamped "CORR-5050" set, being the southwestly corner of said 5.511 acre proposed ROW tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said 4.680 acre tract, through the interior of said 78.41 acre tract, with the southerly line of said proposed 5.511 acre ROW tract, the following three (3) courses:

- 1) along a curve to the right, having a delta angle of 24°37'29", a radius of 1020.00 feet, an arc length of 438.38 feet and a chord which bears, N 64°49'35" E for a distance of 435.01 feet to an iron rod with aluminum cap stamped "CORR-5050" set, for a point of tangency;
- 2) N 77°08'19" E for a distance of 84.49 feet to an iron rod with aluminum cap stamped "CORR-5050" set, for a point of curvature to the left;
- 3) along said curve to the left, having a delta angle of 50°10'22", a radius of 1140.00 feet, an arc length of 998.28 feet and a chord which bears N 52°03'08" E, for a distance of 966.69 feet to an iron rod with aluminum cap stamped "CORR-5050" set, being in the easterly boundary line of said 78.41 acre tract, same being the westerly boundary line of that called 9.258 acre tract of land conveyed to the City of Round Rock by instrument recorded in Document No. 2014056270 of the Official Public Records of Williamson County, Texas, also being the southeasterly corner of said proposed 5.511 acre ROW tract, for the northeasterly corner of the herein described easement tract, and from which an iron rod with aluminum cap stamped "CORR-5050" set, being the northeasterly corner of said proposed 5.511 acre ROW tract bears N 00°39'49" W at a distance of 528.68 feet;
- 4) **THENCE**, departing said proposed 5.511 acre ROW tract, with the common boundary line of said 78.41 acre tract and said 9.258 acre tract, S 00°39'49" E, for a distance of 41.85 feet, to a calculated point, for the southeasterly corner of the herein described tract;

THENCE, departing said 9.258 acre tract, through the interior of said 78.41 acre tract, being 20 feet southerly of and parallel with said proposed 5.511 acre ROW tract, the following three (3) courses:

- 5) along a curve to the right, having a delta angle of 48°20'28", a radius of 1160.00 feet, an arc length of 978.71 feet and a chord which bears, S 52°58'05" W, for a distance of 949.94 feet, to a calculated point of tangency;
- 6) S 77°08'19" W for a distance of 84.49 feet to a calculated point of curvature to the left;

County: Williamson
Parcel: Easement 2
Highway: Kenney Fort Blvd.

- 7) along said curve to the left, having a delta angle of $25^{\circ}11'28''$, a radius of 1000.00 feet, an arc length of 439.67 feet and a chord which bears $S\ 64^{\circ}32'35''\ W$, for a distance of 436.14 feet to a calculated point, being in said westerly boundary line of the 78.41 acre tract, same being in said easterly boundary line of the 4.680 acre tract, for the southwesterly corner of the herein described tract, and from which a $\frac{3}{8}$ " iron rod found, being an angle point in the common boundary line of said 78.41 acre tract and said 4.680 acre tract, bears $S\ 11^{\circ}14'08''\ E$ at a distance of 140.30 feet;
- 8) THENCE, with said common boundary line, $N\ 11^{\circ}14'08''\ W$ for a distance of 22.35 feet to the POINT OF BEGINNING, containing 0.694 acres, (30,236 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, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo

07/22/2016

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200



PLAT TO ACCOMPANY DESCRIPTION

LEGEND

| | | | |
|------------|--|--------------|--|
| ⊙ | 1/2" IRON PIPE FOUND | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| ⊙ | IRON ROD WITH CAP FOUND | P.U.E. | PUBLIC UTILITY EASEMENT |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED | P.O.B. | POINT OF BEGINNING |
| ○ | IRON ROD SET W/ ALUMINUM CAP STAMPED "CORR-5050" | P.O.C. | POINT OF COMMENCEMENT |
| △ | CALCULATED POINT | () | RECORD INFORMATION |
| ⊠ | PROPERTY LINE | ⊙ | WATER VALVE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS | ⊙ | GAS METER |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS | ⊙ | POWER POLE |
| | | -OE- | OVERHEAD UTILITY |
| | | ⚡ | DENOTES COMMON OWNERSHIP |
| | | ⚡ | DISTANCE BREAK |

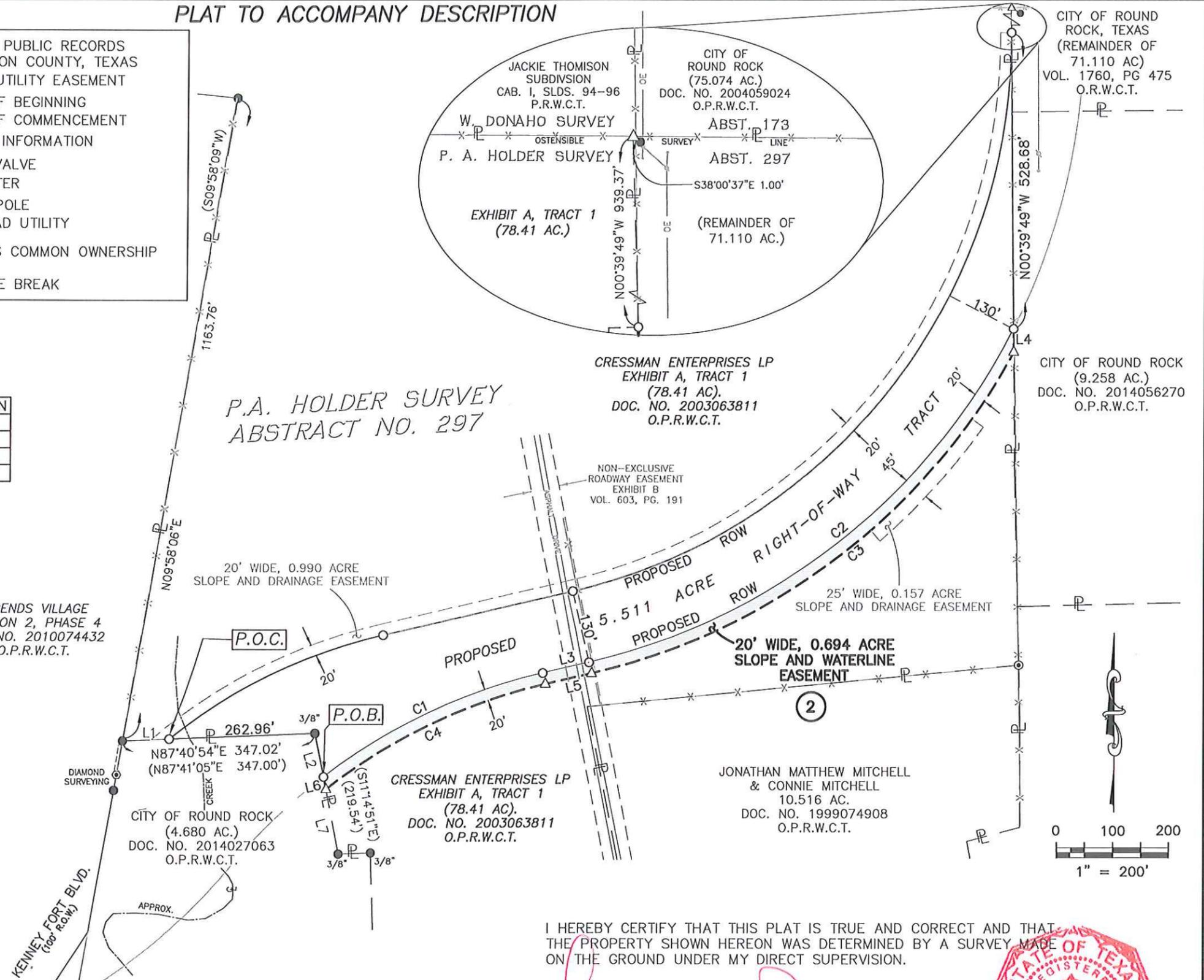
| NUMBER | DELTA | RADIUS | LENGTH | CHORD LENGTH | CHORD DIRECTION |
|--------|-----------|----------|---------|--------------|-----------------|
| C1 | 24°37'29" | 1020.00' | 438.38' | 435.01' | N64°49'35"E |
| C2 | 50°10'22" | 1140.00' | 998.28' | 966.69' | N52°03'08"E |
| C3 | 48°20'28" | 1160.00' | 978.71' | 949.94' | S52°58'05"W |
| C4 | 25°11'28" | 1000.00' | 439.67' | 436.14' | S64°32'35"W |

| NO. | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | S87°40'54"W | 50.96' |
| L2 | S11°14'08"E | 79.20' |
| L3 | N77°08'19"E | 84.49' |
| L4 | S00°39'49"E | 41.85' |
| L5 | S77°08'19"W | 84.49' |
| L6 | N11°14'08"W | 22.35' |
| L7 | S11°14'08"E | 140.30' |

NOTES:
1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

LEGENDS VILLAGE SECTION 2, PHASE 4
DOC NO. 2010074432
O.P.R.W.C.T.



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.

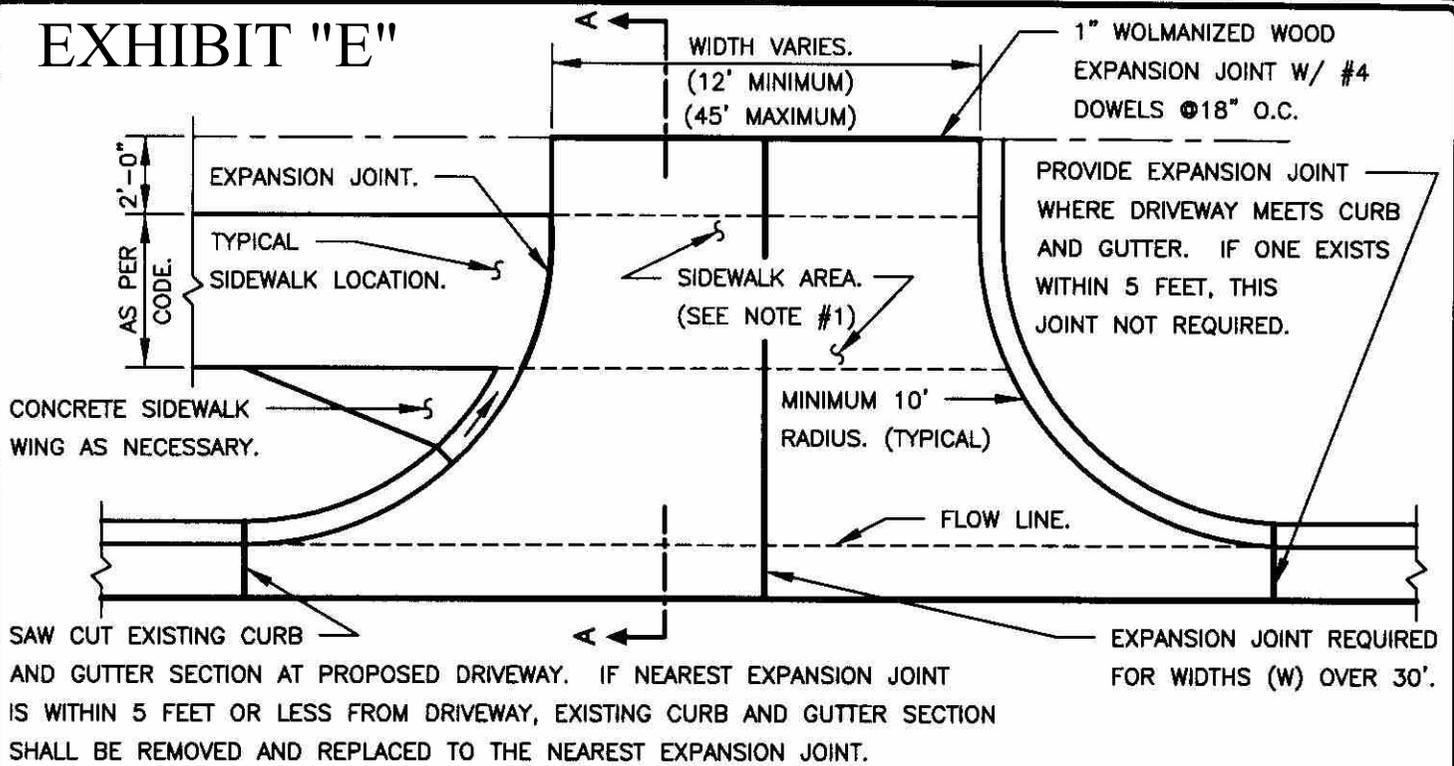
Lawrence M. Russo 07/27/2016
 LAWRENCE M. RUSSO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



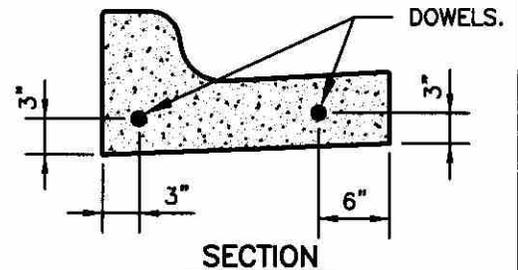
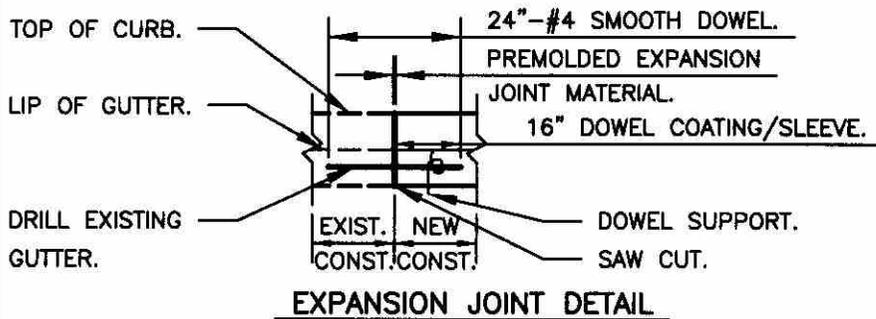
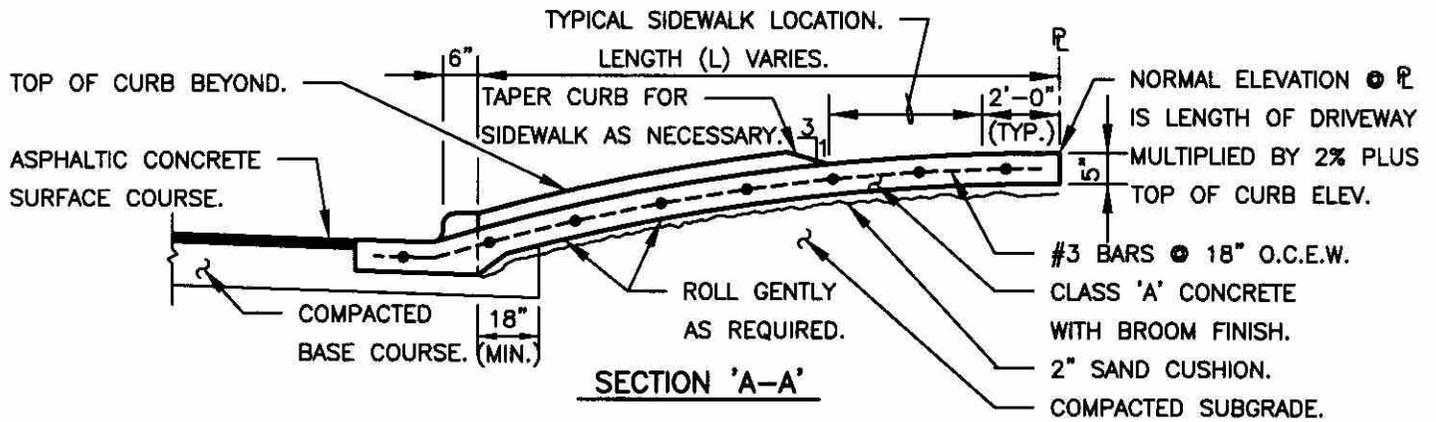
INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

SLOPE AND WATERLINE EASEMENT
 0.694 ACRES
 30,236 SQUARE FEET

EXHIBIT "E"



PLAN



NOTE:

1. THE SIDEWALK AREA OF THE DRIVEWAY SHALL SLOPE TOWARD THE STREET PAVING AT NO MORE THAN 2%.

| |
|---|
| RECORD SIGNED COPY ON FILE AT PUBLIC WORKS |
| APPROVED |
| 11-08-01 |
| DATE |
| THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. |

CITY OF ROUND ROCK

DRAWING NO:
S-03

CONCRETE DRIVEWAY DETAIL (COMMERCIAL OR MULTI-FAMILY)



EXHIBIT "F"
UTILITY CONDUIT LOCATIONS

CRESSMA
R055764

WATERS OF THE US

CENTERLINE RADIUS = 1075'

UTILITY CONDUIT
+ - STA. 135.00

CITY OF ROUND ROCK
R055886

MARVIN CRESSMAN
R055765

PROPOSED KENNEY
FORT BLVD. CENTERLINE

MITCHELL, JONATHAN,
MATTHEW & CONNIE
R055784

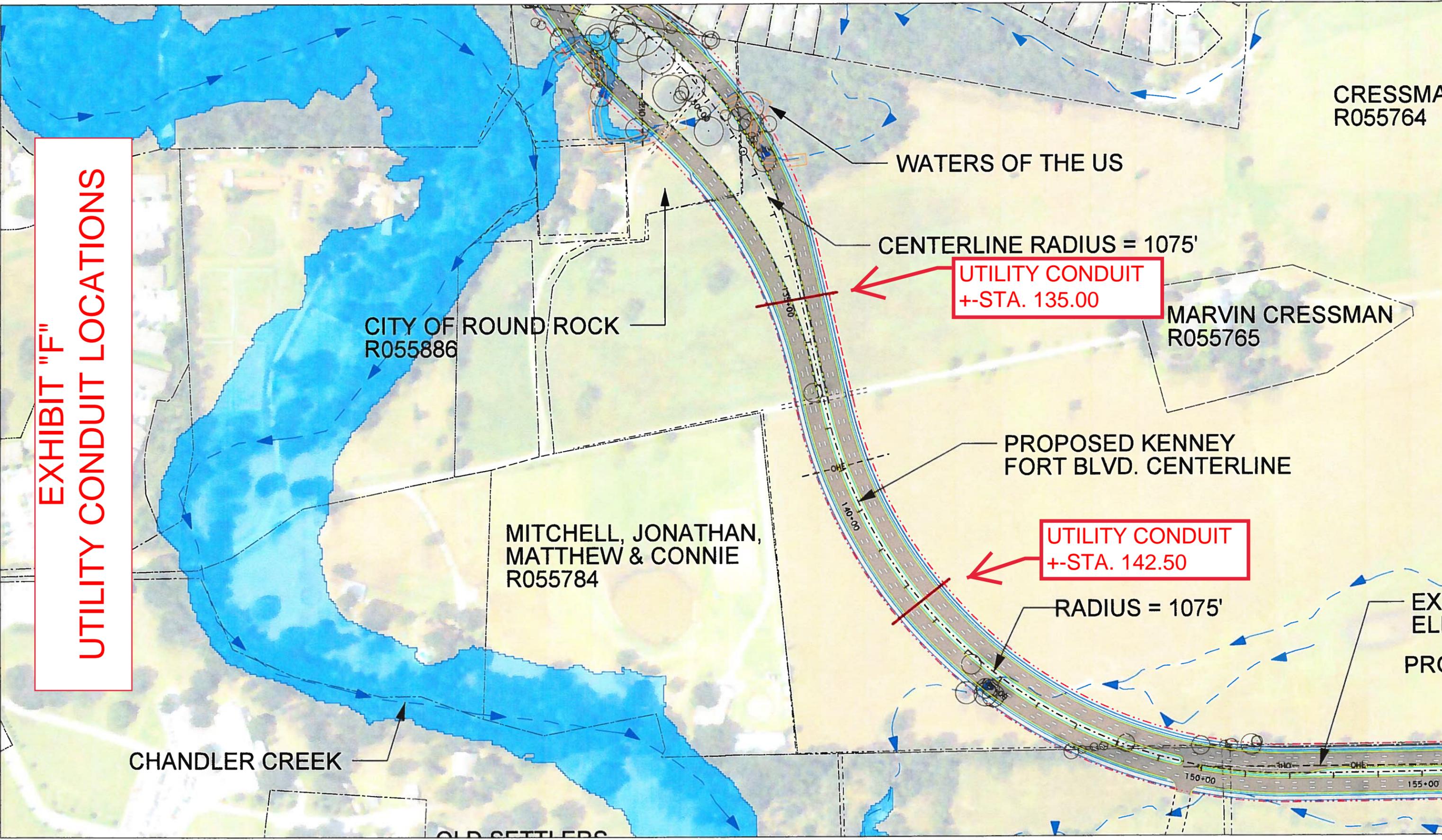
UTILITY CONDUIT
+ - STA. 142.50

RADIUS = 1075'

CHANDLER CREEK

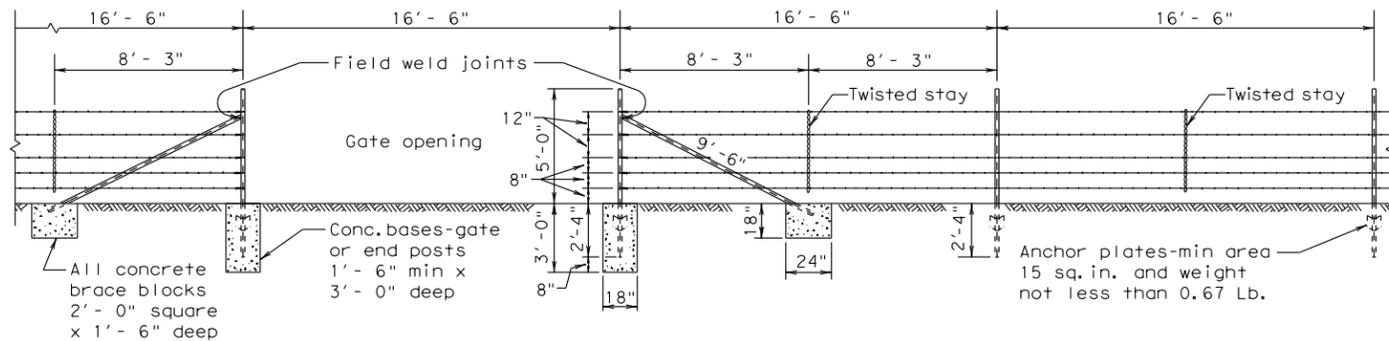
EXI
ELE
PRO

OLD SETTLERS

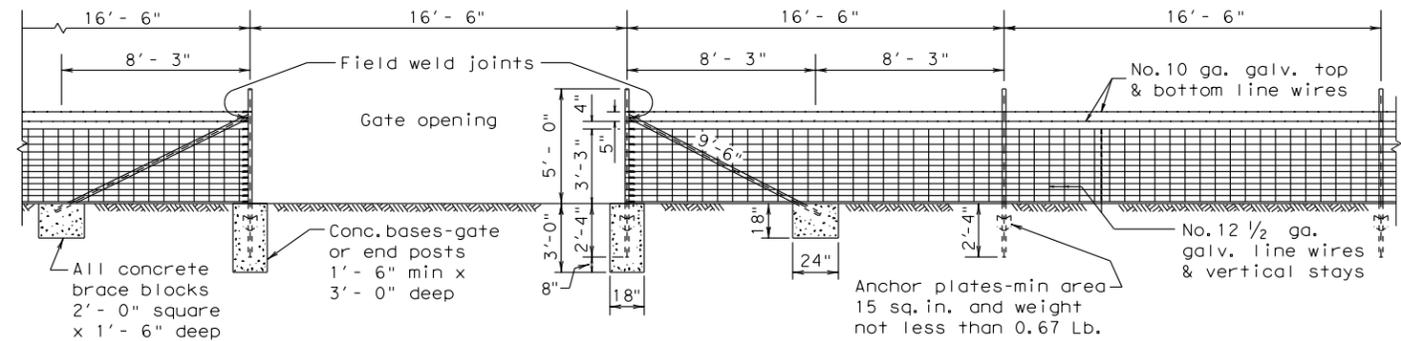


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DATE: FILE:



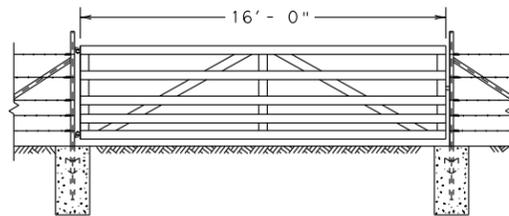
SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "C" FENCE
(See General Note 8)



SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS
BRACING DETAIL USED AT ENDS AND GATES
TYPE "D" FENCE
(See General Note 8)

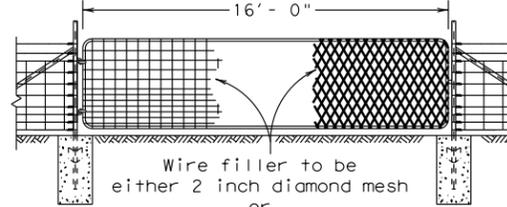
Note:
For Steel pipe and T-Post requirements.
(See General Notes 6 & 7)

Metal gate shall consist of 5 panels not less than 4'-4" high and shall be aluminum or galvanized metal and of good quality. Gate and hardware shall meet the approval of the engineer.



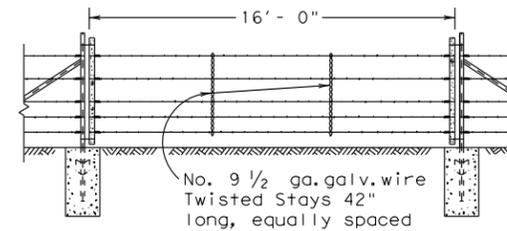
DETAIL TYPE 1 GATE

Min. no. 11 gauge mesh or wire fabric

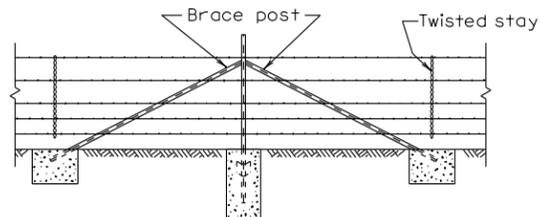


Wire filler to be either 2 inch diamond mesh or Galvanized wire fabric with stays placed not more than 6 inches apart

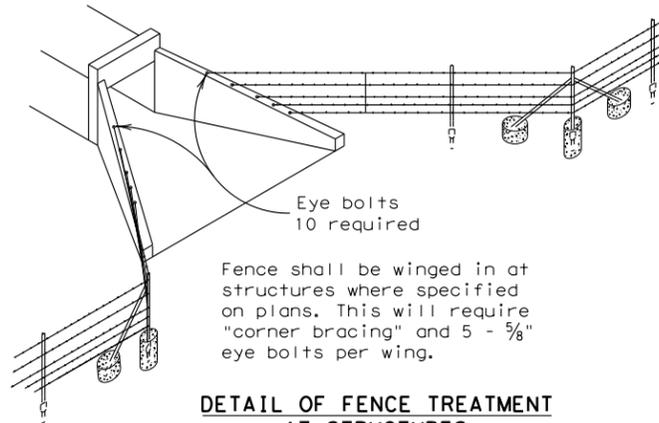
DETAIL TYPE 2 GATE



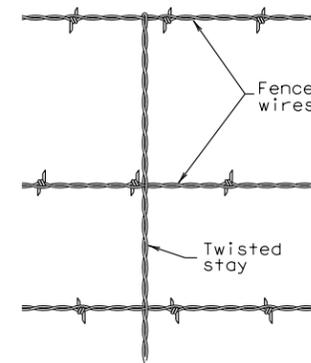
DETAIL TYPE 3 GATE



CORNER OR PULL POST ASSEMBLY

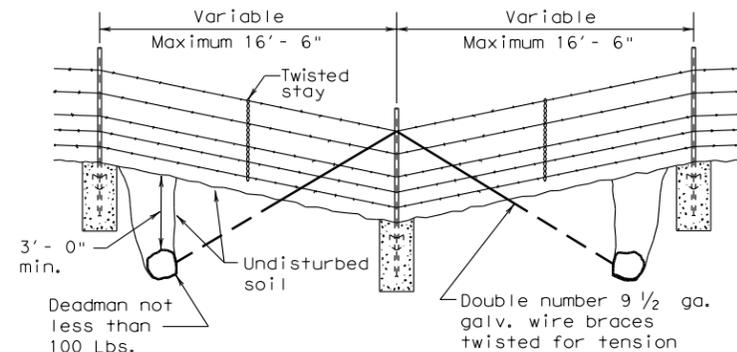


DETAIL OF FENCE TREATMENT AT STRUCTURES

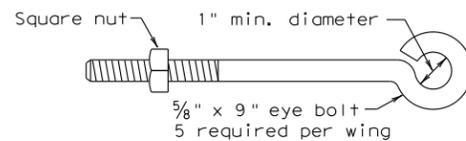


DETAIL OF STAY (Barbed Wire Fence)

- GENERAL NOTES**
- Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2 inch clearance.
 - Latches for Type 1 and Type 2 gates shall be good commercial quality and design latch of the spring, fork or chain type. All latches shall be suitable to the gate and shall be approved by the Engineer.
 - Hinges for Type 2 gates shall be a commercial design approved by the Engineer suitable for post and gate.
 - Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
 - Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
 - Steel pipe end posts, corner and pull posts shall be a minimum of 2" Std. pipe (2.375" O.D., 0.154" wall thickness) with a 1/4" Std. pipe brace (1.660" O.D., 0.140" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. Fasteners for securing barbed wire or woven wire fence to metal posts shall be a minimum of 11 gauge galvanized steel wire. Tubular posts shall be fitted with water malleable iron caps.
 - If Steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. For T-Posts use steel that meets ASTM A 702. Metal line posts shall be not less than 6'-6" in length and shall weigh not less than (1.33 lbs./lin. ft.). These items shall be in accordance with Item 552, "Wire Fence."
 - Barbed Wire shall be in accordance with ASTM A 121, Class 1 Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.
- Woven Wire Fence (Type D) shall be in accordance with ASTM A 116, Class 1 No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
- The location of gates and corner posts will be as indicated elsewhere in these plans.



DETAIL OF FENCE SAG



DETAIL OF EYE BOLT

| | | | | | |
|---|-----------|---------|-------|---------------------------------|----------|
| | | | | Design Division Standard | |
| BARBED WIRE AND WOVEN WIRE FENCE (STEEL POSTS) WF (2) - 10 | | | | | |
| FILE: | wf210.dgn | DN: | TxDOT | CK: | AM |
| © TxDOT | 1996 | CONT: | SECT: | JOB: | HIGHWAY: |
| REVISIONS | | | | | |
| DIST: | | COUNTY: | | SHEET NO. | |

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 Kenney Fort Blvd.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and 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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2017.

(signature follows)

GRANTOR:

CRESSMAN ENTERPRISES, L.P., a Texas limited partnership

By its General Partner, CRESSMAN ENTERPRISES GP, LLC, a Texas LLC

By: _____
MARVIN R. CRESSMAN, MANAGER

BY: _____
KATHRYN A. CRESSMAN, MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Marvin R. Cressman and Kathryn A. Cressman, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

GRANTOR:

CRESSMAN ENTERPRISES, L.P., a Texas limited partnership

By its General Partner, CRESSMAN ENTERPRISES GP, LLC, a Texas LLC

By: _____
SCOTT M. CRESSMAN, MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Scott M. Cressman, in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Manager
221 East Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

EXHIBIT "I"

SLOPE AND DRAINAGE EASEMENT

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That CRESSMAN ENTERPRISES, L.P., a Texas limited partnership, its successors and assigns ("Grantor"), for and in consideration of the sum of TEN and no/100th DOLLARS (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, ("Grantee"), receipt of which is hereby acknowledged, does hereby Grant, Sell, Donate and Convey, unto Grantee certain rights and interests in the nature of a permanent slope and drainage easement and right-of-way in, upon, over, under, above and across the following described real property:

See Exhibit "A" attached hereto and incorporated herein for all purposes, being a 20' wide, 0.990 acre (41,121 Sq. Ft.) Slope and Drainage Easement; and

See Exhibit "B" attached hereto and incorporated herein for all purposes, being a 25' wide, 0.157 acre (6,819 Sq. Ft.) Slope and Drainage Easement.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of constructing, installation, operation, maintenance, inspections, reconstruction, enlargement, relocation, rebuilding, repair, and removal of materials for slope and lateral support and the location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol 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.

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, shown of record in the office of the County Clerk of Williamson County, Texas.

The Easement, rights, and privileges granted herein are exclusive, and Grantor covenants that it will not convey any future easement or conflicting rights within the area covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Prior to granting its consent for other easements Grantee may require reasonable safeguards to protect the integrity of the adjacent road system improvements.

Grantor further grants to Grantee:

- (a) the right to grade the Easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the Easement to such extent as Grantee may find reasonably necessary for restoring natural grade;
- (b) the right of ingress to and egress from the easement over and across Grantor's property by means of roads and lanes thereon, if such exist, and which shall only be used in the event that access to the Easement is not otherwise available from a public right of way; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of Grantor's property which is isolated from the easement by any public highway or road now crossing or hereafter crossing the property; the foregoing right of ingress and egress includes the right of the Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantor's property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said fence, barricade, or other structure is inconsistent with the rights conveyed to Grantee herein;
- (c) the right of grading for, construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the easement;
- (d) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement;
- (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.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall repair any damage it shall do to Grantors private roads or lanes on the lands;
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

This Easement is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2017.

GRANTOR:

CRESSMAN ENTERPRISES, L.P., a Texas limited partnership

By its General Partner, CRESSMAN ENTERPRISES GP, LLC, a Texas LLC

By: _____
MARVIN R. CRESSMAN, MANAGER

BY: _____
KATHRYN A. CRESSMAN, MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2017, by Marvin R. Cressman and Kathryn A. Cressman in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

EXHIBIT "J"

SLOPE AND WATERLINE EASEMENT

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That CRESSMAN ENTERPRISES, L.P., a Texas limited partnership, its successors and assigns ("Grantor"), for and in consideration of the sum of TEN and no/100th DOLLARS (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, ("Grantee"), receipt of which is hereby acknowledged, does hereby Grant, Sell, Donate and Convey, unto Grantee certain rights and interests in the nature of a permanent slope and waterline easement and right-of-way in, upon, over, under, above and across the following described real property:

See Exhibit "A" attached hereto and incorporated herein for all purposes, being a 20' wide, 0.694 acre (30,236 Sq. Ft.) Slope and Waterline Easement.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of the construction, installation, operation, maintenance, inspections, reconstruction, enlargement, relocation, rebuilding, repair, and removal of materials for slope and lateral support, and the location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of a water distribution system and waterlines, together with all necessary lines, pipes, conduits, valves, manholes, ventilators, and other equipment improvements and appurtenances, and any necessary accessories thereto.

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, shown of record in the office of the County Clerk of Williamson County, Texas.

The Easement, rights, and privileges granted herein are exclusive, and Grantor covenants that it will not convey any future easement or conflicting rights within the area covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Prior to granting its consent for other easements Grantee may require reasonable safeguards to protect the integrity of the adjacent road system improvements.

Grantor further grants to Grantee:

- (a) the right to grade the Easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the Easement to such extent as Grantee may find reasonably necessary;
- (b) the right of ingress to and egress from the easement over and across Grantor's property by means of roads and lanes thereon, if such exist, and which shall only be used in the event that access to the Easement is not otherwise available from a public right of way; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend

to any portion of Grantor's property which is isolated from the easement by any public highway or road now crossing or hereafter crossing the property; the foregoing right of ingress and egress includes the right of the Grantee to disassemble, remove, take down, and clear away any fence, barricade, or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from the Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such fence, barricade, or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantor's property to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said fence, barricade, or other structure is inconsistent with the rights conveyed to Grantee herein;

- (c) the right of grading for, construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress or to provide access to property adjacent to the easement;
- (d) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement;
- (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.
- (f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement; and
- (g) the right to support the pipelines across ravines and watercourses with such structures as Grantee shall deem necessary.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall repair any damage it shall do to Grantors private roads or lanes on the lands;
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind himself, his heirs, successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

This Easement is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2017.

GRANTOR:

CRESSMAN ENTERPRISES, L.P., a Texas limited partnership

By its General Partner, CRESSMAN ENTERPRISES GP, LLC, a Texas LLC

By: _____
MARVIN R. CRESSMAN, MANAGER

BY: _____
KATHRYN A. CRESSMAN, MANAGER

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2017, by Marvin R. Cressman and Kathryn A. Cressman in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

