

EXHIBIT

"A"

REAL ESTATE CONTRACT

North Mays Gap Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FOG BREAK, LTD., a Texas limited partnership** (referred to in this Contract as "Seller", whether one or more) and **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 0.3231 acre (14,080 square foot) tract of land, out of and situated in the Ephraim Evans Survey, Abstract No. 212, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**);

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 herein 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 AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of EIGHT HUNDRED THIRTY-FIVE THOUSAND and 00/100 Dollars (\$835,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available 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, and for which Seller shall deliver a partial release of lease document at Closing.

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

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

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Rise Title on or before February 28, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, 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 Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to City of Round Rock, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions and release of any lease agreement affecting the Property, 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 Special Warranty Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in 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.
- (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"; and
- (d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. 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. Agricultural roll-back taxes, if any, which directly result from this Contract 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) Special Warranty 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.

**ARTICLE VI
BREACH BY SELLER**

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

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

(a) **PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE, COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS, ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;**

(b) **PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER'S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.**

(c) **PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND**

(d) **THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.**

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 March 1, 2025, to enter and possess the Property prior to completion of final 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 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 Provisions

9.1 Sign Location. Seller's existing monument sign may be relocated or reconstructed on Seller's remainder property in the approximate location identified as "Proposed Sign Location" on Exhibit "C" attached hereto and incorporated herein.

9.2. Driveways. Seller's existing driveways will be reconnected to North Mays Street in the locations and in accordance with the plans and specifications as shown in Exhibit "D" attached hereto and incorporated herein. Purchaser's construction related to said driveways will be completed in a manner that does not deny access to Seller's remainder property unless otherwise agreed to in advance. If necessary to carry out the obligations of this paragraph Purchaser, its contractors and agents shall be allowed to temporarily access the remaining property of Seller solely in the limited locations and for the period reasonably necessary for completion.

The obligations and agreements in Paragraphs 9.1 and 9.2 above shall survive the Closing of this transaction.

SELLER:

FOG BREAK, LTD., A TEXAS LIMITED PARTNERSHIP

By: James D. Windham

Name: James D. Windham

Title: Mayor

Date: 1-23-25

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

Address: 221 Main Street

Round Rock, Texas 78664

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3231 ACRE (14,080 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK B OF OAKMONT CENTRE SECTION FIVE SUBDIVISION, RECORDED IN CABINET F, SLIDE 139, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO FOG BREAK LTD, RECORDED IN DOCUMENT NO 2004012552, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.3231 ACRE (14,080 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set being 45.00 feet left of N. Mays St. Baseline Station 80+94.47, on the proposed westerly right-of-way (ROW) line of N. Mays St. (ROW varies), and the existing westerly ROW line of N. Mays St. (formerly Oakmont Dr.) (60' ROW width), same being the southerly line of said Lot 1, (Grid Coordinates determined as N=10,175,691.87, E=3,130,022.43), and for the southwest corner and **POINT OF BEGINNING** of the herein described parcel, from which point a capped 1/2 inch iron rod stamped "ROW-5050" found, on the southerly line of said Lot 1 at an angle point on said existing ROW line, same point being the northwest corner of that certain called 0.264 acre tract of land described in Deed to Williamson County, Texas, recorded in Document No. 2018020604, said Official Public Records, bears N 83°40'28" W, a distance of 30.46 feet;

THENCE, departing said existing ROW line, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses and distances:

- 1) **N 16°00'26" E**, a distance of **72.66 feet** to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set, for the beginning of a curve to the left, being 45.00 feet left of N. Mays St. Baseline Station 81+67.13;
- 2) along said curve to the left, having a radius of **355.00 feet**, a delta angle of **36°54'47"**, an arc length of **228.71 feet**, and a chord which bears **N 02°26'57" W**, a distance of **224.78 feet**, to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set, for a point of tangency, being 45.00 feet left of N. Mays St. Baseline Station 84+24.84;
- 3) **N 20°54'21" W**, a distance of **637.21 feet**, to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set, being 45.00 feet left of N. Mays St. Baseline Station 90+62.05, on the south line of Lot 2A, Block A (Shortcut Pass) of the REPLAT OF LOTS 1, AND 2 OAKMONT CENTRE SECTION TWO subdivision, recorded in Document No. 2021065803, of the Official Public Records of Williamson County, Texas, same line being the north line of said Lot 1, for the northwest corner of the herein described parcel;
- 4) **THENCE, N 69°03'23" E**, departing said proposed ROW line, with the common boundary line of said Lot 1 and said Lot 2A, a distance of **14.63 feet** to a calculated point on said existing ROW line of N. Mays St., being the southeast corner of said Lot 2A, for the northeast corner of said Lot 1 and the northeast corner of the herein described parcel;

THENCE, departing said Lot 2A, with said existing ROW line, being the east line of said Lot 1, the following three (3) courses and distances:

- 5) **S 20°56'37" E**, a distance of **636.92 feet**, to a 1/2 inch iron rod found, for the beginning of a curve to the right;

County: Williamson
Parcel: 6-Fog Break LTD
Highway: N. Mays Extension

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- 6) along said curve to the right, having a radius of **373.27 feet**, a delta angle of **37°25'42"**, an arc length of **243.84 feet**, and a chord which bears **S 02°10'54" E**, a distance of **239.53 feet**, to a calculated point of tangency;
- 7) **S 16°31'48" W**, a distance of **65.06 feet**, to a PK Nail found, for the southeast corner of said Lot 1 and the southeast corner of the herein described parcel;
- 8) **THENCE, N 83°40'28" W**, continuing with said existing ROW line, being the south boundary line of said Lot 1, a distance of **15.08 feet** to the **POINT OF BEGINNING**, containing 0.3231 acres (14,080 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99987384.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision January 2023.

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

Inland Geodetic



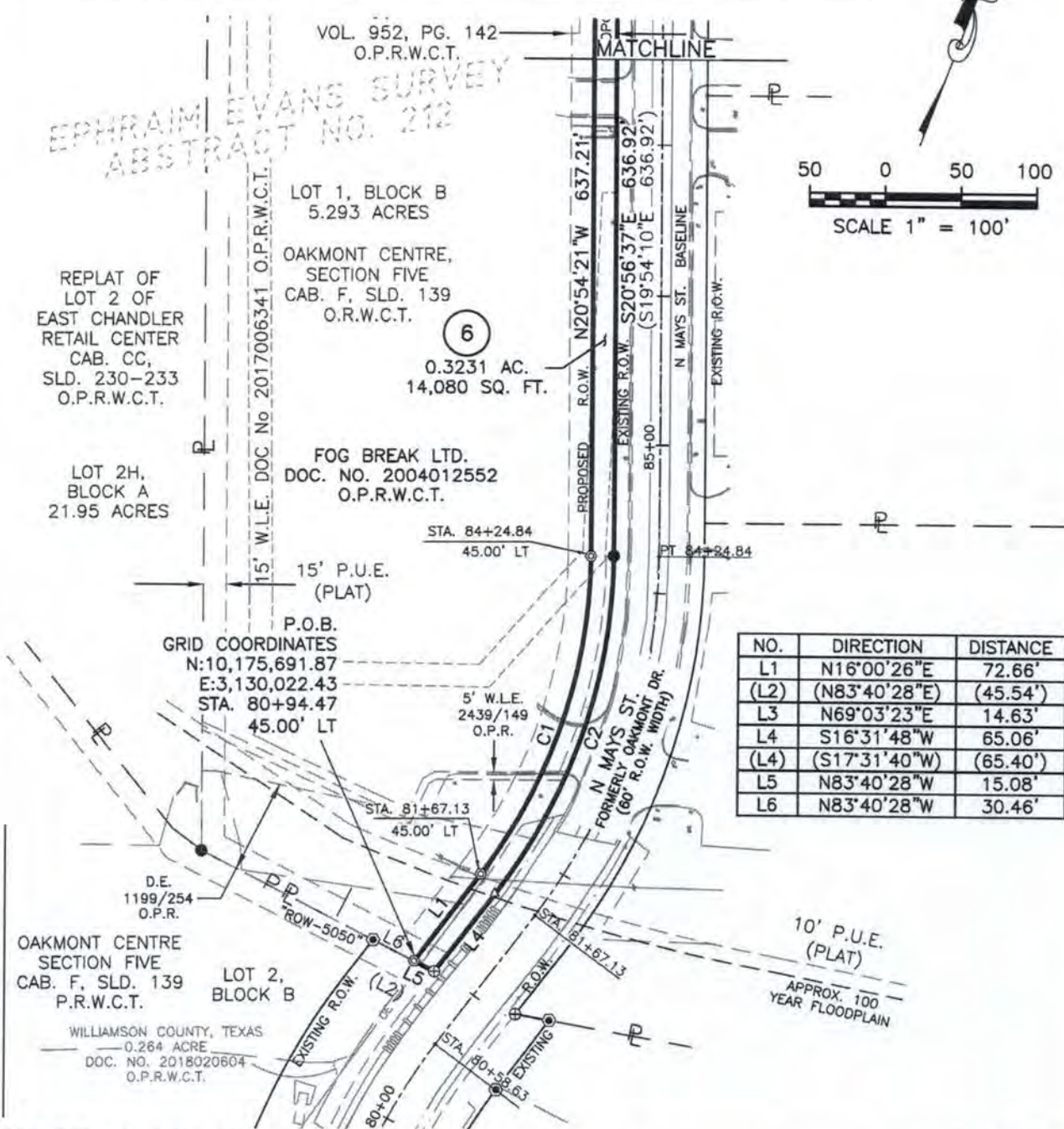
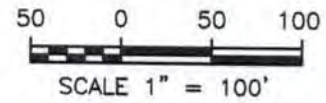
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Project No: KPA-001

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EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	355.00'	36°54'47"	228.71'	N02°26'57"W	224.78'
C2	373.27'	37°25'42"	243.84'	S02°10'54"E	239.53'
(C2)	(373.27')	(37°25'50")	(243.85')	(S01°11'15"E)	(239.54')



NO.	DIRECTION	DISTANCE
L1	N16°00'26"E	72.66'
(L2)	(N83°40'28"E)	(45.54')
L3	N69°03'23"E	14.63'
L4	S16°31'48"W	65.06'
(L4)	(S17°31'40"W)	(65.40')
L5	N83°40'28"W	15.08'
L6	N83°40'28"W	30.46'

PROJECT NO.: KPA-001

10/18/2023



PARCEL PLAT SHOWING PROPERTY OF

FOG BREAK LTD.

PARCEL 6
0.3231 AC.
14,080 SQ. FT.

SCALE
1" = 100'

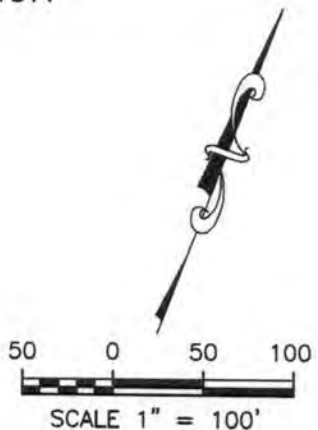
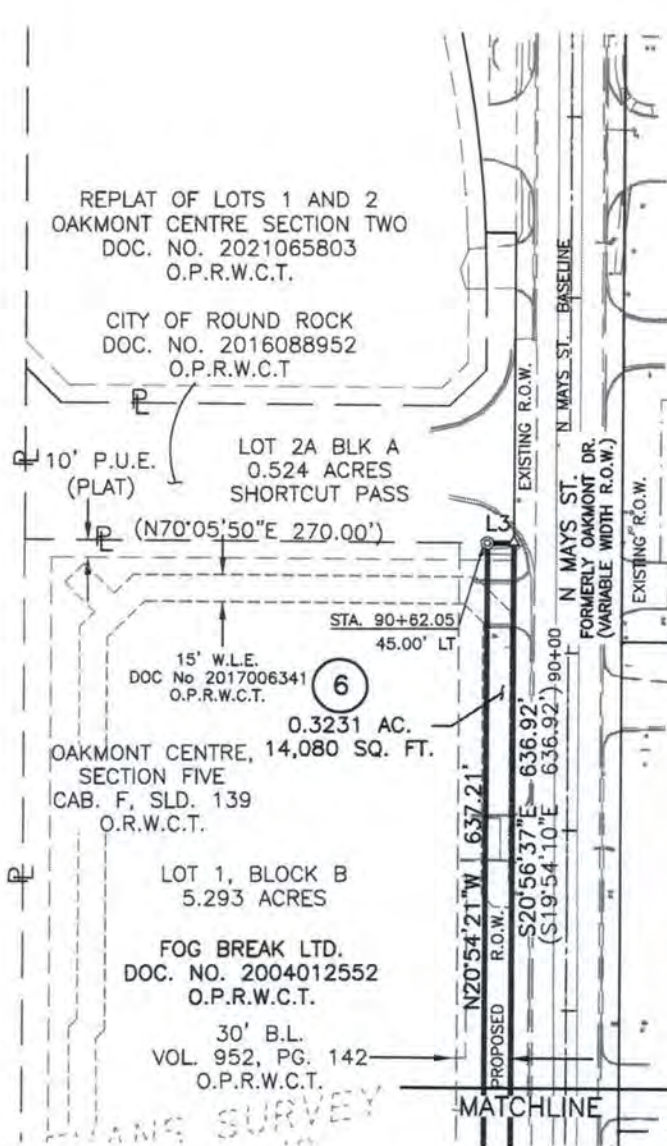
WILLIAMSON COUNTY

PROJECT
N. MAYS EXT

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EXHIBIT **A**

PLAT TO ACCOMPANY DESCRIPTION



EPHRAIM EVANS SURVEY
ABSTRACT NO. 212

NO.	DIRECTION	DISTANCE
L1	N16°00'26"E	72.66'
(L2)	(N83°40'28"E)	(45.54')
L3	N69°03'23"E	14.63'
L4	S16°31'48"W	65.06'
(L4)	(S17°31'40"W)	(65.40')
L5	N83°40'28"W	15.08'
L6	N83°40'28"W	30.46'

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WILLIAMSON COUNTY

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PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99987384.
2. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH COMMITMENT FOR TITLE INSURANCE GF 23040015RTROW, ISSUED BY RISE TITLE INSURANCE COMPANY, EFFECTIVE DATE MAY 1, 2023; ISSUE DATE MAY 5, 2023.

SCHEDULE B, ITEM 1:

RESTRICTIVE COVENANTS: CABINET F, SLIDE 139, PLAT RECORDS; VOLUME 952, PAGE 142, VOLUME 961, PAGE 1, VOLUME 1019, PAGE 578, VOLUME 976, PAGE 230, VOLUME 1034, PAGE 709, VOLUME 1340, PAGE 873, VOLUME 1340, PAGE 877, VOLUME 1340, PAGE 882, VOLUME 1340, PAGE 887, VOLUME 1344, PAGE 732, VOLUME 1344, PAGE 737, VOLUME 1344, PAGE 742, VOLUME 2566, PAGE 192, CLERK'S FILE NO. 2001003055, 2013068699, 2016010516, 2021190918, 2021190919, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.

SCHEDULE B, ITEM 10:

- A. RIGHTS OF PARTIES IN POSSESSION.
- B. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
- C. RIGHTS OF PUBLIC, THE STATE OF TEXAS AND THE MUNICIPALITY IN AND TO THAT PORTION OF SUBJECT PROPERTY, IF ANY, LYING WITHIN THE BOUNDARIES OF ANY ROADWAY, PUBLIC OR PRIVATE.
- D. ANY VISIBLE AND APPARENT EASEMENTS ON OR ACROSS THE PROPERTY HEREIN DESCRIBED, WHICH ARE NOT SHOWN OF RECORD.
- E. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL E. 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.
- F. THE FOLLOWING MATTER(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON PLAT/MAP RECORDED IN CABINET F, SLIDE 139, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS:
 - 15' PUBLIC UTILITY EASEMENT ALONG THE SOUTH PROPERTY LINE.(SHOWN)
 - 10' PUBLIC UTILITY EASEMENT RUNNING PARALLEL WITH 100 YEAR FLOOD PLAIN ALONG THE SOUTH PROPERTY LINE. (APPROXIMATE LOCATION SHOWN)
 - 100 YEAR FLOOD PLAIN RUNNING ALONG THE SOUTH PROPERTY LINE. (APPROXIMATE LOCATION SHOWN)
 - 10' PUBLIC UTILITY EASEMENT ALONG THE NORTHWESTERLY PROPERTY LINE. (SHOWN)

- G. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN RESTRICTIONS RECORDED IN VOLUME 952, PAGE 142, VOLUME 961, PAGE 1, VOLUME 1019, PAGE 578, VOLUME 976, PAGE 230, VOLUME 1034, PAGE 709, VOLUME 1340, PAGE 873, VOLUME 1340, PAGE 877, VOLUME 1340, PAGE 882, VOLUME 1340, PAGE 887, VOLUME 1344, PAGE 732, VOLUME 1344, PAGE 737, VOLUME 1344, PAGE 742, VOLUME 2566, PAGE 192, CLERK'S FILE NO. 2001003055, 2013068699, 2016010516, 2021190918, 2021190919, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO.
- H. BUILDING LINES AND EASEMENTS AS SET OUT IN RESTRICTIONS RECORDED IN VOLUME 952, PAGE 142, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SHOWN)
- I. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT DATED AUGUST 12, 1936, RECORDED IN VOLUME 282, PAGE 399, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- J. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT DATED FEBRUARY 11, 1946, RECORDED IN VOLUME 337, PAGE 11, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- K. WATER IMPOUNDMENT AND STORAGE EASEMENT GRATED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, BY INSTRUMENT DATED FEBRUARY 21, 1963, RECORDED IN VOLUME 483, PAGE 39, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- L. WATER IMPOUNDMENT AND STORAGE EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT L NO. 1, BY INSTRUMENT DATED FEBRUARY 21, 1963, RECORDED IN VOLUME 459, PAGE 661, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
- M. EASEMENT AS SHOWN IN INSTRUMENT FROM RICHARD MATZ, TRUSTEE TO CITY OF ROUND ROCK, DATED JANUARY 15, M. 1985 AND FILED IN VOLUME 1199, PAGE 254, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN)
- N. EASEMENT AS SHOWN IN INSTRUMENT FROM AMP INCORPORATED OF DAUPHIN COUNTY, PENNSYLVANIA TO MCNEIL N. CONSUMER PRODUCTS COMPANY, DATED DECEMBER 22, 1993 AND FILED IN VOLUME 2439, PAGE 149, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN)
- O. EASEMENT AS SHOWN IN INSTRUMENT FROM FOG BREAK, LTD. TO CITY OF ROUND ROCK, TEXAS, DATED JANUARY 18, 2017 AND FILED IN CLERK'S FILE NO. 2017006341, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN)

PROJECT NO.: KPA-001

10/18/2023

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N. MAYS EXT

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PLAT TO ACCOMPANY DESCRIPTION

P. TERMS AND PROVISIONS OF MEMORANDUM OF LEASE DATED AUGUST 29, 2013, FILED SEPTEMBER 12, 2013, BY AND BETWEEN FOG BREAK, LTD., LANDLORD AND INSYS THERAPEUTICS, INC., A DELAWARE CORPORATION, TENANT, RECORDED IN CLERK'S FILE NO. 2013088172, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND AS EVIDENCED BY SUBORDINATION OF TENANT TO LIEN, ESTOPPEL, NON-DISTURBANCE AND ATTORNMENT AGREEMENT BY AND BETWEEN INSYS THERAPEUTICS, INC., A DELAWARE CORPORATION, TENANT AND PLAINSCAPITAL BANK, BENEFICIARY DATED AUGUST 30, 2013, FILED SEPTEMBER 23, 2013, RECORDED IN CLERK'S FILE NO. 2013091015, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

Q. TERMS AND PROVISIONS OF UNRECORDED LEASE DATED MARCH 18, 2004, AS EVIDENCED BY SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT BY AND BETWEEN WINDHAM WHOLESALE, INC. D/B/A HI-RISE BALLOONS, TENANT AND PLAINSCAPITAL BANK, A NATIONAL BANKING ASSOCIATION, LENDER DATED FEBRUARY 18, 2004, FILED FEBRUARY 27, 2004, RECORDED IN CLERK'S FILE NO. 2004014839, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

R. TERMS AND PROVISIONS OF PROPERTY TAX ABATEMENT AGREEMENT BY AND BETWEEN CITY OF ROUND ROCK AND INSYS THERAPEUTICS, INC., A TEXAS CORPORATION DATED NOVEMBER 14, 2013, FILED FEBRUARY 6, 2014, RECORDED IN CLERK'S FILE NO. 2014008343, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

S. TERMS AND PROVISIONS OF PROPERTY TAX ABATEMENT AGREEMENT BY AND BETWEEN CITY OF ROUND ROCK AND INSYS S. THERAPEUTICS, INC., A TEXAS CORPORATION DATED NOVEMBER 14, 2013, FILED JUNE 18, 2015, RECORDED IN CLERK'S FILE NO. 2015050600, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

T. TERMS AND PROVISIONS OF UNRECORDED LEASE DATED MARCH 18, 2004, AS EVIDENCED BY SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT BY AND BETWEEN WINDHAM WHOLESALE, INC. D/B/A HI-RISE BALLOONS, TENANT AND PLAINSCAPITAL BANK, A NATIONAL BANKING ASSOCIATION, LENDER DATED APRIL 21, 2016, FILED APRIL 25, 2016, RECORDED IN CLERK'S FILE NO. 2016034210, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

U. TERMS AND PROVISIONS OF ORDINANCE NO. G-13-11-14-G1 AGREEMENT DATED NOVEMBER 14, 2013, FILED JANUARY 16, 2014, RECORDED IN CLERK'S FILE NO. 2014003425, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

V. TERMS AND PROVISIONS OF ORDINANCE NO. O-2022-103 DATED APRIL 13, 2022, FILED APRIL 13, 2022, RECORDED IN CLERK'S FILE NO. 2022046299, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

W. ANY RIGHTS, LIENS, OR CLAIMS IN FAVOR OF UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT, INCLUDING BUT NOT LIMITED TO ANY LIEN SECURING THE PAYMENT OF ASSESSMENTS LEVIED AGAINST THE LAND IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE, WHICH PROVIDES THAT SAID LIEN IS: "(1) A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED; (2) SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT, LIENS OR CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT, OR MUNICIPAL AD VALOREM TAXES: (§372.018 (B), TEXAS LOCAL GOVERNMENT CODE) (NOT A SURVEY MATTER)

LEGEND

- ⊙ 1/2" IRON ROD WITH CAP FOUND
- 1/2" IRON ROD FOUND
- ⊙ 5/8 INCH IRON ROD W/ ALUMINUM CAP STAMPED "CORR-ROW" SET
- △ CALCULATED POINT
- ⊕ PK NAIL FOUND
- ⊕ MAG NAIL FOUND
- ⊕ MAG NAIL WITH WASHER STAMPED "CORR-ROW 5630" SET
- ℙ PROPERTY LINE
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- W.L.E. WATER LINE EASEMENT
- B.L. BUILDING LINE
- () RECORD INFORMATION

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION ON JANUARY 2023.



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



PROJECT NO.: KPA-001

10/18/2023

PARCEL PLAT SHOWING PROPERTY OF

FOG BREAK LTD.

PARCEL 6
 0.3231 AC.
 14,080 SQ. FT.

WILLIAMSON COUNTY

PROJECT
 N. MAYS EXT

PAGE 6 OF 6



EXHIBIT "B"

Parcel 6

DEED

North Mays Gap 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **FOG BREAK, LTD., A TEXAS LIMITED PARTNERSHIP** 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 Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **CITY OF ROUND ROCK, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.3231 acre (14,080 square foot) tract of land, out of and situated in the Ephraim Evans Survey, Abstract No. 212, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 6)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 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 Grantee's roadway facilities and all related appurtenances.

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, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

EXHIBIT "C"

10/9/2023
 11:32:01 AM
 P:\Round_Rock\2020\2020-167_N_Mays_Widening\CAD\EXHIBITS\SIGN_ADJUSTMENT.dwg



This document is released for the purpose of interim review under the authority of ALVIN R. SUTTON, III, P.E. 98530 on _____ It is not to be used for construction, bidding or permit purposes.



K&A
 KASBERG, PATRICK & ASSOCIATES, LP
 10000 W. UNIVERSITY BLVD.
 TEMPLE, TEXAS 76798

NORTH MAYS EXTENSION

DESIGN	8/2/20	FEDERAL RD PROJECT NO.	SHEET NO.
DATE	8/2/20		
DRAWN	STATE	SECTION	119
BY	TEXAS	SECTION	119
CHECK	CONTROL	SECTION	119
DATE		SECTION	119

EXHIBIT "D"

