

EXHIBIT

"A"

REAL ESTATE CONTRACT

Red Bud (South) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **KRG ROUND ROCK FOREST COMMONS, LLC** (referred to in this Contract as "Seller", whether one or more) and the **CITY OF ROUND ROCK, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.083 acre (3,600 square foot) tracts of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein **(Parcel 4)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of EIGHTY-FOUR THOUSAND TWO HUNDRED EIGHTY-TWO and 00/100 Dollars (\$84,282.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

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

4.03. SUBJECT TO THE EXPRESS REPRESENTATIONS OF SELLER SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE REAL ESTATE, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S LIMITED WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE

COMPLIANCE OF THE REAL ESTATE WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE REAL ESTATE. SUBJECT TO THE EXPRESS REPRESENTATIONS OF SELLER AS SET FORTH IN SECTION 7 OF THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE REAL ESTATE "AS IS, WHERE IS, WITH ALL FAULTS." SUBJECT TO THE EXPRESS REPRESENTATIONS OF SELLER AS SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL ESTATE OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, REAL ESTATE INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE REAL ESTATE) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE REAL ESTATE, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE REAL ESTATE AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE REAL ESTATE, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS OF SELLER AS ARE EXPRESSLY SET FORTH IN SECTION 4.01 OF THIS AGREEMENT. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, EXCEPT IN CONNECTION WITH ANY REPRESENTATIONS OF SELLER MADE IN SECTION 4.01 OF THIS AGREEMENT, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING, WITHOUT LIMITATION, CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT

CONSTRUCTION DEFECTS, PHYSICAL CONDITIONS (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL CONDITIONS), VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) OR ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE REAL ESTATE.

4.04. SELLER AND PURCHASER ACKNOWLEDGE THAT THE COMPENSATION TO BE PAID TO SELLER FOR THE REAL ESTATE REFLECTS THAT THE REAL ESTATE IS BEING SOLD SUBJECT TO THE PROVISIONS OF SECTION 4.03, AND SELLER AND PURCHASER AGREE THAT THE PROVISIONS OF SECTION 4.03 SHALL SURVIVE CLOSING.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before December 15, 2022, or at such time, date, and place as Seller and Purchaser may agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the “Closing Date”).

Seller’s Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Special (Limited) Warranty Deed (the “Deed”) conveying title in fee simple to all of the Property described in Exhibit “A”, free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit “B” attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted; and
 - (b) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

**ARTICLE VI
BREACH BY SELLER**

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

**ARTICLE VII
BREACH BY PURCHASER**

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

**ARTICLE VIII
MISCELLANEOUS**

Notice

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

Texas Law to Apply

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

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract. Purchaser shall not assign its rights or obligations under this Agreement to another party without the Seller's written consent, which shall not be unreasonably withheld; provided, that no such assignment shall release Purchaser of its obligations or duties

under this Agreement, and that the assignee agrees to be specifically bound by the terms of this Agreement.

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

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 December 31, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

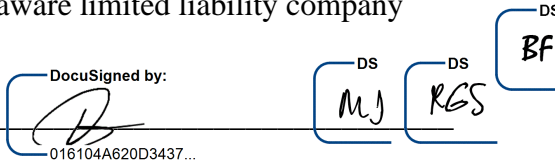
No Brokers

8.13 Each of Purchaser and Seller represent that they, respectively, have not dealt with any broker, agent, finder or similar party in connection with the transaction contemplated by this Agreement, and each of Purchaser and Seller hereby indemnifies and holds harmless the other from any liability, cost or expense (including, without limitation, reasonable attorneys' fees and costs of enforcement of the foregoing indemnity, whether arising in any underlying action or in the enforcement of this right of indemnification) arising out of the falsity of the foregoing representation by such party. The provisions of this Section 18 shall survive the Closing or any earlier termination of this Agreement

[Signature Page to Follow]

SELLER:

KRG ROUND ROCK FOREST COMMONS, LLC,
a Delaware limited liability company

By:  DocuSigned by:
016104A620D3437... [DS MJ] [DS RGS] [DS BF]

Address: c/o Kite Realty Group
30 S. Meridian Street, Suite 1100
Indianapolis, IN 46204

Name: Thomas McGowan

Its: President & COO

Date: 11/2/2022

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
 Parcel : 4
 Project: Red Bud Lane

06-16-2022
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PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.083 ACRE (3,600 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 OF THE STONECREST RETAIL SUBDIVISION RECORDED IN CABINET V, SLIDES 360-361 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS (P.R.W.C.T.) DESCRIBED IN SPECIAL WARRANTY DEED AND ASSUMPTION TO INLAND WESTERN ROUND ROCK FOREST COMMONS LIMITED PARTNERSHIP RECORDED IN DOCUMENT NO. 2004094866 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.083 ACRE (3,600 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a cotton gin spindle found, being an ell corner in the northerly boundary line of Lot 2 of said Stonecrest Retail subdivision, same being an ell corner in the easterly boundary line of said Lot 1;

THENCE, with the common boundary line of said Lot 2, and said Lot 1, N 87°29'18" E, for a distance of 45.64 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 22+78.50 (Grid Coordinates determined as N=10,155,849.99, E=3,153,055.17 TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, the following five (5) courses:

- 1) **N 02°27'42" W**, for a distance of **67.68** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 23+46.18, for an ell corner of the herein described parcel;
- 2) **S 87°32'18" W**, for a distance of **12.77** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 62.27 feet left of Red Bud Lane Baseline Station 23+46.18, for an ell corner of the herein described parcel;
- 3) **N 02°27'42" W**, for a distance of **20.00** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 62.27 feet left of Red Bud Lane Baseline Station 23+66.18, for an ell corner of the herein described parcel;
- 4) **N 87°32'18" E**, for a distance of **12.77** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 23+66.18, for an ell corner of the herein described parcel;
- 5) **N 02°27'42" W**, for a distance of **161.27** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 25+27.45, being in the southerly boundary line of the remainder of that called 2.500 acre tract (Tract 1) described in a Warranty Deed to Robert M. Carlin and wife, Sophia Carlin recorded in Volume 1747, Page 414 of the Official Records of Williamson County Texas, same being in the northerly boundary line of said Lot 1, for the northwesterly corner of the herein described parcel;
- 6) **THENCE**, departing said proposed ROW line, with the common boundary line of said Lot 1 and the remainder of said 2.500 acre tract, **N 87°43'36" E**, at a distance of 3.53 feet pass an iron rod with plastic cap stamped "Baker Aicklen" found in the existing westerly ROW line of Red Bud Lane (ROW width varies), same being the southeast corner of the remainder of said 2.500 acre tract, and continuing with said existing ROW line for a total distance of **13.19** feet to a calculated point, being the northeast corner of said Lot 1, also being an ell corner in said existing ROW line, for the northeast corner of the herein described parcel;
- 7) **THENCE**, departing the remainder of said 2.500 acre tract, with the easterly boundary line of said Lot 1, same being said existing westerly ROW line, **S 02°34'33" E**, for a distance of **248.90** feet to an "X" cut in concrete found, being the common corner of said Lot 1 and Lot 2, for the southeast corner of the herein described parcel;

County: Williamson
Parcel : 4
Project: Red Bud Lane

06-16-2022
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- 8) **THENCE**, departing said existing ROW line, with the common boundary line of said Lot 1 and Lot 2, **S 87°29'18" W**, for a distance of **13.69** feet to the **POINT OF BEGINNING**, containing 0.083 acre (3,600 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

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

PRELIMINARY
 This document shall not be
 recorded for any purpose.

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

Date

PLAT TO ACCOMPANY PARCEL DESCRIPTION

JOSEPH MARSHALL SURVEY
ABSTRACT NO. 409

ROBERT M. CARLIN & Wife,
SOPHIA CARLIN
TRACT 1
REMAINDER OF 2.500 ACRES
VOL. 1747, PG. 414
O. R. W. C. T.

BURY & PARTNERS

(S89°57'22"E 432.18')

S87°43'36"W 360.55'
(S89°50'00"W 374.00')

STA. 25+27.45
49.50' LT

STONECREST RETAIL
SUBDIVISION
CAB. V, SLIDE 360-361
P. R. W. C. T.

BLOCK "A"

INLAND WESTERN ROUND ROCK
FOREST COMMONS
LIMITED PARTNERSHIP
DOC. NO. 2004094866
O. P. R. W. C. T.

4

0.083 AC.
3,600 SQ. FT.

STA. 23+66.18
49.50' LT

STA. 23+66.18
62.27' LT

STA. 23+46.18
62.27' LT

STA. 23+46.18
49.50' LT

LOT 1
(3.651 AC.)

ACCESS EASEMENT
PART TWO
0.573 AC.
DOC. NO. 2002009653
O. P. R. W. C. T.

P. O. R.

P. O. B.
STA. 22+78.50
49.50' LT
GRID COORDINATES:
N=10,155,849.99
E=3,153,055.17

NO.	DIRECTION	DISTANCE
L1	N87° 29' 18" E	45.64'
L2	N02° 27' 42" W	67.68'
L3	S87° 32' 18" W	12.77'
L4	N02° 27' 42" W	20.00'
L5	N87° 32' 18" E	12.77'
L6	N87° 43' 36" E	3.53'
L7	N87° 43' 36" E	13.19'
L8	S87° 29' 18" W	13.69'
(L9)	(S89° 29' 46" W)	(59.31')

LOT 2
(7.650 AC.)

SAMUEL JENKINS SURVEY
ABSTRACT NO. 347

PARCEL PLAT SHOWING PROPERTY OF
**INLAND WESTERN ROUND ROCK
FOREST COMMONS PARTNERSHIP**

PARCEL 4
0.083 ACRES
3,600 Sq. Ft.

SCALE
1" = 60'

PROJECT
COUNTY ROAD 122 (REDBUD LANE)

COUNTY
WILLIAMSON

06/16/2022

EXHIBIT "B"

Parcel 4

DEED

Red Bud Lane (South) Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

All of that certain 0.083-acre (3,600 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**).

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and 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 _____, 2022.

[signature page follows]

GRANTOR:

**KRG ROUND ROCK FOREST COMMONS, LLC,
a Delaware limited liability company**

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

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

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: