

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 3 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between TURTLE CREEK MARKET, LLC, a Delaware limited liability company, its successors and assigns (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 0.115 acre (5,014 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 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 NINETY-EIGHT THOUSAND EIGHT HUNDRED TEN and 00/100 Dollars (\$98,810.00). The damage referenced in this paragraph only relates to remainder damages from the acquisition and not any damages caused by construction.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. Subject to the access management criteria of Purchaser in place at the time of a driveway permit application, when improvements are made to East Rock Cove that comply with Purchaser's Transportation Criteria Manual Design and Construction Standards (DACS), Seller shall be entitled to a driveway permit at approximate Sta. 107+00 as shown in Exhibit "B," attached hereto and incorporated herein, or as otherwise agreed to by Purchaser and Seller.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

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

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title, Inc. on or before June 30, 2023, 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 the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all 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 "C" attached hereto.

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property unless otherwise provided by the terms set out herein.

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. Agricultural roll-back taxes, if any, 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.

**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. Within fourteen (14) days following the full execution of this Contract, the parties shall execute a memorandum of this Contract suitable for filing of record, in the form as set out in Exhibit "D" attached hereto and incorporated herein. It is agreed that Purchaser shall cause the executed memorandum to be recorded in the Official Records of Williamson County, Texas.

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.



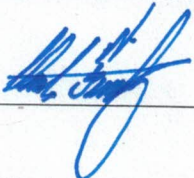
Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) the full execution of the memorandum of this Contract as set out in Section 8.08 above, Purchaser, its agents and contractors shall be permitted at any time after the expiration of sixty (60) days following the Effective Date to enter and exclusively possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and adjustment, and construction activities associated with the proposed Gattis School Road improvement construction project of Purchaser.

SELLER:

TURTLE CREEK MARKET, LLC,
a Delaware limited liability company

By: _____



Address: 1250 Aviation Ave., Ste 200-F

Name: Clark Freitag

San Jose, California 95110

Its: Sole Member and Managing Member

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

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

Date: _____

Exhibit "A-1"
EXHIBIT

County: Williamson
Parcel: 4
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.115 ACRE (5,014 SQUARE FOOT) TRACT OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK "A" (5.514 ACRES), REPLAT OF LOT 1, TURTLE CREEK COMMERCIAL SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2014075563 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO TURTLE CREEK MARKET, LLC, RECORDED IN DOCUMENT NO. 2013051381 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.115 ACRE (5,014 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Mag Nail with washer stamped "Survtex-LLC" found 275.34 feet left of proposed Gattis School Road Baseline Station 41+03.81, being an ell corner in the southerly boundary line of said Lot 1A, same being the northwesterly corner of Lot 3, Turtle Creek Commercial Subdivision, a subdivision of record in Cabinet DD, Slide 270-271 (Doc. No. 2007066259) of the Plat Records of Williamson County, Texas;

THENCE, with the common boundary line of said Lot 1A and said Lot 3, N 88°19'23" E, for a distance of 211.61 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154605.52, E=3139455.71 TxsPC Zone 4203), 275.80 feet left of proposed Gattis School Road Baseline Station 43+20.93, in the proposed westerly right-of-way (ROW) line of A.W. Grimes Boulevard, (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 3, with said proposed westerly ROW line, through the interior of said Lot 1A, the following two (2) courses:

- 1) **N 02°37'42" W**, for a distance of **319.41** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 595.17 feet left of proposed Gattis School Road Baseline Station 43+15.61, for an angle point herein;
- 2) **N 08°35'31" E**, for a distance of **75.38** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 669.34 feet left of proposed Gattis School Road Baseline Station 43+29.04, being in the existing curving westerly ROW line of A. W. Grimes Boulevard (120' ROW width), for the northerly corner of the herein described tract, and from which, an Iron rod with plastic cap stamped "Survtex-LLC" found, being the northeasterly corner of said Lot 1A, same being the northerly southeasterly corner of Lot 1B said Replat of Lot 1, bears with said existing westerly ROW line along a curve to the left, having a delta angle of 00°48'12", a radius of 11387.89 feet, an arc length of 159.66 feet and a chord which bears N 02°56'35" W, at a distance of 159.66 feet;

THENCE, departing said proposed westerly ROW line, with said existing westerly ROW line, same being the easterly boundary line of said Lot 1A, the following two (2) courses:



- 3) Along a curve to the right, having a delta angle of $00^{\circ}07'12''$, a radius of **11387.89** feet, an arc length of **23.85** feet and a chord which bears **S $02^{\circ}28'53''$ E**, for a distance of **23.85** feet to a 1/2 inch iron rod found, for a point of tangency;
- 4) **S $02^{\circ}28'04''$ E**, for a distance of **369.73** feet to an iron rod with plastic cap stamped "Survtex-LLC" found, being an ell-corner in said easterly boundary line, same being the northeasterly corner of said Lot 3, for the southeasterly corner of the herein described tract;
- 5) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said Lot 1A and said Lot 3, **S $88^{\circ}19'23''$ W**, for a distance of **13.57** feet to the **POINT OF BEGINNING**, containing 0.115 acre (5,014 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

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

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

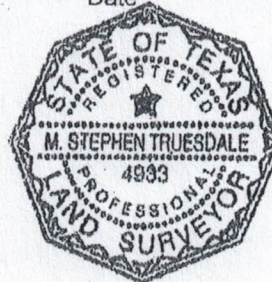
That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale
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

13 MAR 2020

Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/10/20
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	N08°35'31"E	75.38'
L2	S88°19'23"W	13.57'

P.A. HOLDER SURVEY
ABSTRACT NO. 297

LOT 1-A
BLOCK A
(5.514 AC.)

REPLAT OF LOT 1,
TURTLE CREEK COMMERCIAL
SUBDIVISION
DOC. NO. 2014075563
O.P.R.W.C.T.

STA. 43+29.04
669.34' LT

STA. 43+15.61
595.17' LT

TURTLE CREEK
MARKET, LLC
DOC. NO. 2013051381
O.P.R.W.C.T.

0.115 AC.
5,014 SQ. FT.

WATERLINE EASEMENT
(0.227 AC.)
PART 2
DOC. NO. 2008015151
O.P.R.W.C.T.

P.O.C.
STA. 41+03.81
275.34' LT

LOT 3
BLOCK A

P.O.B.
STA. 43+20.93
275.80' LT
GRID COORDINATES:
N=10154605.52
E=3139455.71

TURTLE CREEK
COMMERCIAL
SUBDIVISION
CAB. DD, SLIDE 270-271
P.R.W.C.T.
DOC. NO. 2007066259
O.P.R.W.C.T.

GATTIS SCHOOL ROAD
(R.O.W. WIDTH VARIES)

PROPOSED GATTIS SCHOOL ROAD BASELINE

40+00

41+00

42+00

43+00

44+00

45+00

46+00

**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

PARCEL PLAT SHOWING PROPERTY OF
TURTLE CREEK MARKET, LLC

PARCEL 4

SCALE
1" = 100'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/10/20
PAGE 4 OF 4

- 1/2" IRON ROD FOUND, UNLESS NOTED
- ⊗ IRON SET W/ PLASTIC CAP
STAMPED "INLAND-4933"
- ⊕ IRON ROD FOUND W/PLASTIC
CAP, AS NOTED
- ⊙ COTTON GIN SPINDLE FOUND
- ⊗ 1/2" IRON PIPE FOUND, UNLESS NOTED
- X X CUT FOUND
- ⊗ MAG NAIL FOUND
- ▲ 60/D NAIL FOUND
- △ MAG NAIL SET
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP
STAMPED "ROW-4933" SET
(UNLESS NOTED OTHERWISE)
- ε CENTER LINE
- ε PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- N.T.S. NOT TO SCALE
- STMSE STORM SEWER EASEMENT
- SSE SANITARY SEWER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.W.C.T. DEED RECORDS
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS
WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1920229-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 17, 2019, ISSUE DATE MAY 29, 2019.

1. RESTRICTIVE COVENANTS: CABINET DD, SLIDE 270, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 2014075563 (PLAT), 2007096348 AND 2018019698, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET DD, SLIDE 270, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, DOC. NO. 2014075563, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, SUBJECT TO.

H. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 337, PAGE 200, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I. EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN VOLUME 590, PAGE 680, OF THE DEED RECORDS OF WILLIAMSON COUNTY, DOES NOT AFFECT.

J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENTS RECORDED IN VOLUME 664, PAGE 845 AND VOLUME 710, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

K. EASEMENT GRANTED TO CITY OF ROUND ROCK BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008015151, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

L. EASEMENT GRANTED TO ATMOS ENERGY CORPORATION BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011013506, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN SHOPPING CENTER DECLARATION RECORDED IN DOCUMENT NO. 2007096348, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

N. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN COMPENSATORY PARKING AGREEMENT RECORDED IN DOCUMENT NO. 2014081055, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 07' 12"	11387.89'	23.85'	23.85'	S02° 28' 53"E
C2	00° 48' 12"	11387.89'	159.66'	159.66'	N02° 56' 35"W
(C3)	(01° 10' 33")	(11387.89')	(233.68)	(233.68')	(S03° 01' 31"E)

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

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, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.115	5,014
CALC/DEED AREA	5.514	240,190
REMAINDER AREA	5.399	235,176



PARCEL PLAT SHOWING PROPERTY OF
TURTLE CREEK MARKET, LLC

PARCEL 4

SCALE	PROJECT	COUNTY
1" = 100'	GATTIS SCHOOL ROAD	WILLIAMSON

S:\RTG\GATTIS SCHOOL - WINDY PARK TO RR RANCH RD\PARCELS\PARCEL 4-TURTLE CREEK MARKET\PARCEL 4-TURTLE CREEK MARKET-REV.dgn

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

EXHIBIT B
PRE-FINAL REVIEW
PLANS

**CITY OF ROUND ROCK, TEXAS
TRANSPORTATION SERVICES DEPARTMENT**

**PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT**

**GATTIS SCHOOL ROAD
SEGMENT 3
WILLIAMSON COUNTY**

LIMITS: 0.23 MILES W. OF A.W. GRIMES BLVD
TO 0.22 MILES E. OF DOUBLE CREEK DR

FOR THE RECONSTRUCTION OF AN ARTERIAL STREET

CONSISTING OF: GRADING, DRAINAGE, FLEXBASE, ASPHALT PAVEMENT,
ILLUMINATION, UTILITIES, SIGNING AND PAVEMENT MARKINGS

FINAL PLANS

DATE CONTRACTOR BEGAN WORK:
DATE WORK WAS COMPLETED AND ACCEPTED:
FINAL CONTRACT COST: \$

GATTIS SCHOOL ROAD
FUNCTIONAL CLASSIFICATION: MAJOR ARTERIAL
DESIGN SPEED: 45 MPH

GATTIS SCHOOL ROAD
NET LENGTH OF ROADWAY = 6348.72 FT. = 1.202 MI
NET LENGTH OF BRIDGE = 110.84 FT. = 0.021 MI
TOTAL LENGTH OF PROJECT = 6459.56 FT. = 1.223 MI

I, ROBERT CARRILLO, P.E., DO CERTIFY THAT THE PUBLIC WORKS
AND DRAINAGE IMPROVEMENTS DESCRIBED HEREIN HAVE BEEN
DESIGNED IN ACCORDANCE WITH THE SUBDIVISION AND BUILDING
REGULATIONS AND STORMWATER DRAINAGE POLICY ADOPTED
BY THE CITY OF ROUND ROCK, TEXAS.

RODRIGUEZ TRANSPORTION GROUP, INC.
PROJECT MANAGER

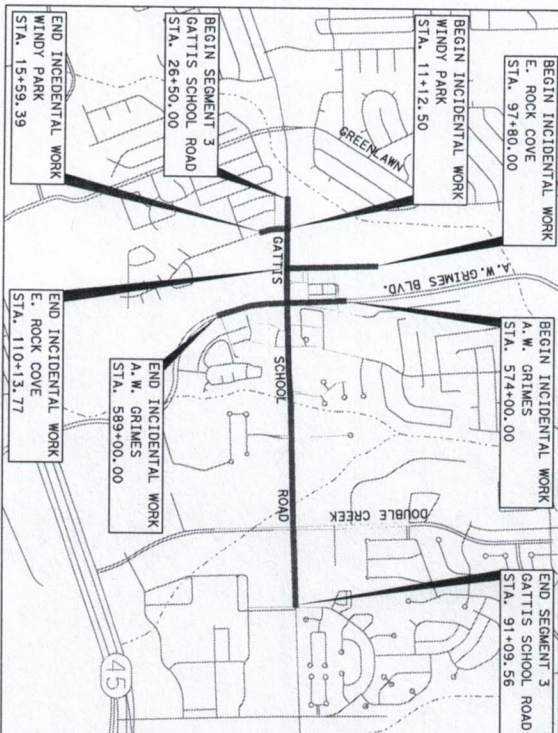
DATE

ACCEPTED FOR CONSTRUCTION

CITY OF ROUND ROCK, TEXAS
TRANSPORTATION DEPARTMENT

DATE

LOCATION MAP
NOT TO SCALE



RTG

RODRIGUEZ
TRANSPORTION
GROUP

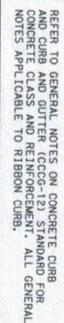
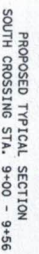
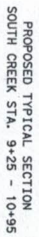
This document is released for the purposes
of design review under the authority
of Robert Carrillo, P.E. 80189
on 11/9/2021. It is not to be used for
construction, bidding or permitting purposes.

ALL RESPONSIBILITIES FOR THE ADEQUACY OF THESE PLANS
REMAIN WITH THE ENGINEER WHO PREPARED THEM. IN
ACCEPTING THESE PLANS, THE CITY OF ROUND ROCK MUST
RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

REQUIRED SIGNS SHALL BE IN ACCORDANCE WITH
BC (11)-21 THRU BC (12)-21 TEXAS MANUAL
ON UNIFORM TRAFFIC CONTROL DEVICES

REGISTERED ACCESSIBILITY SPECIALIST (RAAS) INSPECTION REQUIRED
TOLR NO. TABS





5. REFER TO CPD-14 AND JS-14 STANDARDS FOR ADDITIONAL CONCRETE PAVEMENT DETAILS

This document is released for the purpose of interim review under the authority of David W. Krizan, P.E. 66414 on 11/9/2021. It is not to be used for construction, bidding or permitting purposes.



ROUND ROCK TEXAS

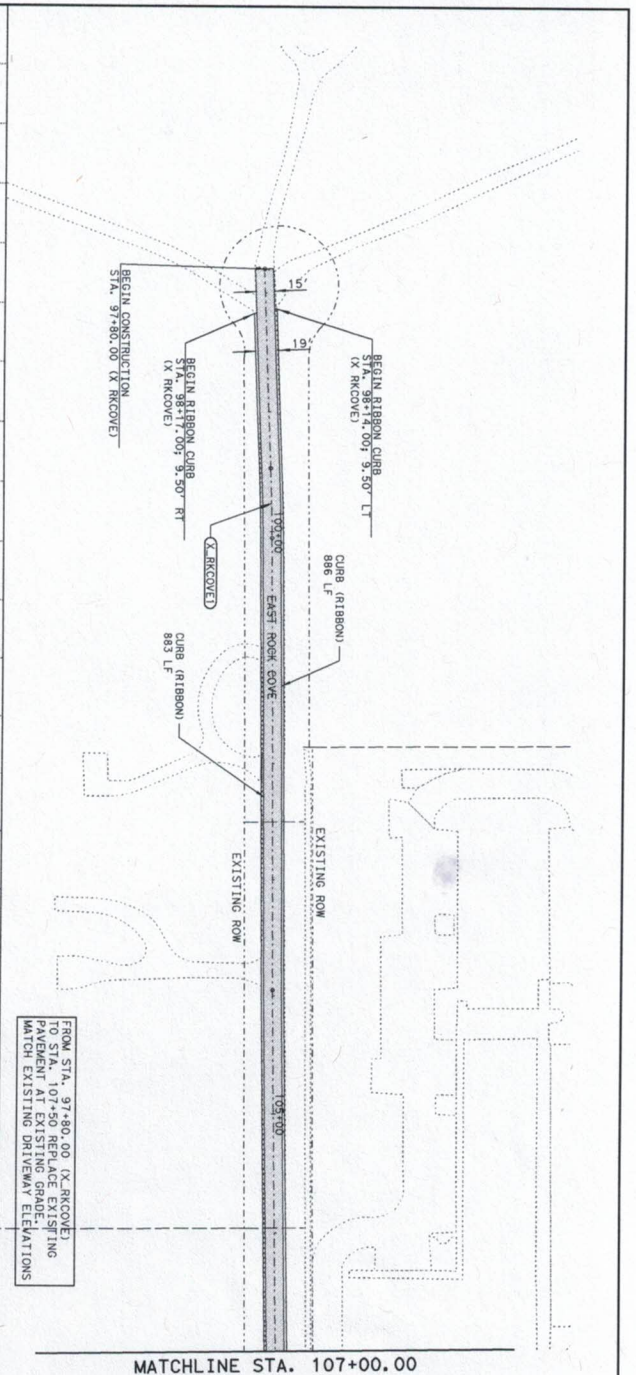
**GATTIS SCHOOL ROAD
TYPICAL SECTIONS
MINOR STREETS**

DESIGNED BY	FED. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY
CHECKED BY	6	TEXAS		
DRAWN BY	STATE DISTRICT	COUNTY	CONTRACT NO.	SECTION NO.
CHECKED BY		WILLIAMSON		
			JOB NO.	SHEET NO.
				11
				GATTIS

11/10/2021 9:05:58 AM

pat\\fs-pat-bentl-egp.com\Fig-pat-Document\B25868\CAD\Plan-Sheet\Roadway\B25868\PLAN\INTB.dgn

18



0 50 100
SCALE: 1" = 100'



LEGEND

- PROPOSED CONSTRUCTION
- PROPOSED MILL AND OVERLAY
- PROPOSED WIDENING
- PROPOSED LEVEL-UP/OVERLAY
- PROPOSED CONCRETE
- EXISTING PLANIMETRICS
- EXISTING UTILITIES
- GATTIS CURVE NAME
- DRIVEWAY NUMBER

NOTES:

1. SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
2. ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
3. REFER TO DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
4. GRADE AT THE CROSS WALKS SHALL BE ADJUSTED AS REQUIRED TO MAINTAIN A 2% MAXIMUM GRADE.

RTG CONCRETE TRANSPORTATION GROUP

This document is released for the purposes of providing information only. It is not to be used for construction, bidding or permitting purposes.

SHEET 3 OF 11



RTG RODRIGUEZ TRANSPORTATION GROUP

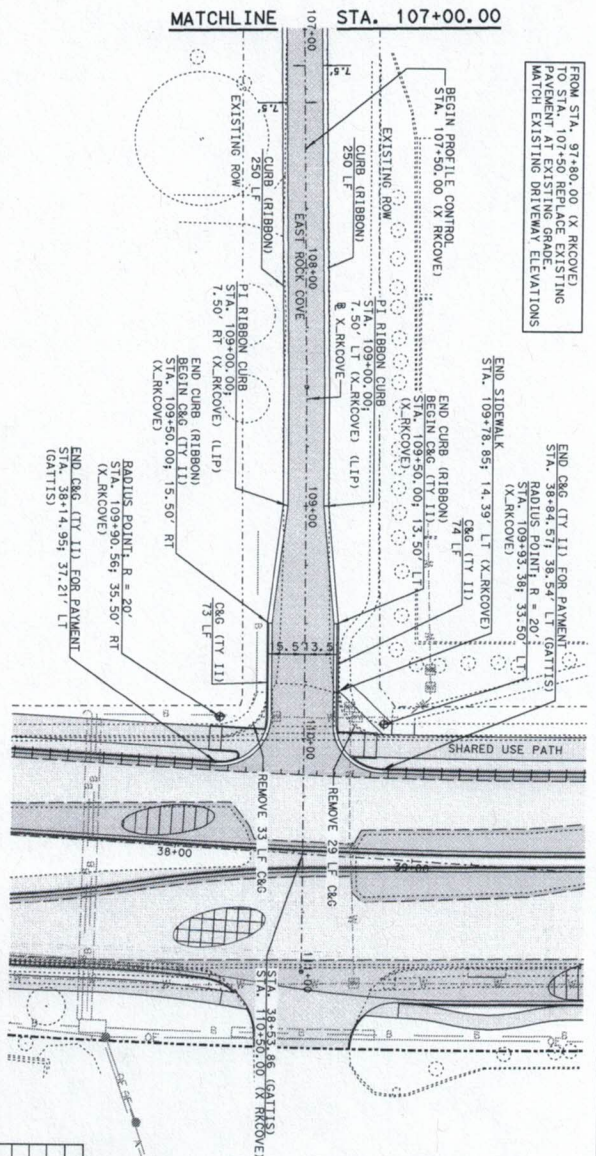
**GATTIS SCHOOL ROAD
PLAN & PROFILE**

(EAST ROCK COVE)

DESIGNED BY	CHECKED BY	DATE	STATE	PROJECT NO.	SHEET NO.
6	6	11/10/2021	TEXAS	GATTIS	3
DESIGNED BY	CHECKED BY	DATE	STATE	PROJECT NO.	SHEET NO.
6	6	11/10/2021	TEXAS	GATTIS	3

FROM STA. 97+80.00 (X RKCVE)
 STA. 107+50.00 (X RKCVE)
 MATCH EXISTING DRIVEWAY ELEVATIONS

END C&G (TY II) FOR PAYMENT
 STA. 38+84.57 36.54'
 RADIUS POINT R = 20'
 STA. 109+93.38 33.50' LT
 (X RKCVE)
 END SLOPE
 STA. 109+78.85 14.39' LT (X RKCVE)
 C&G (TY II)

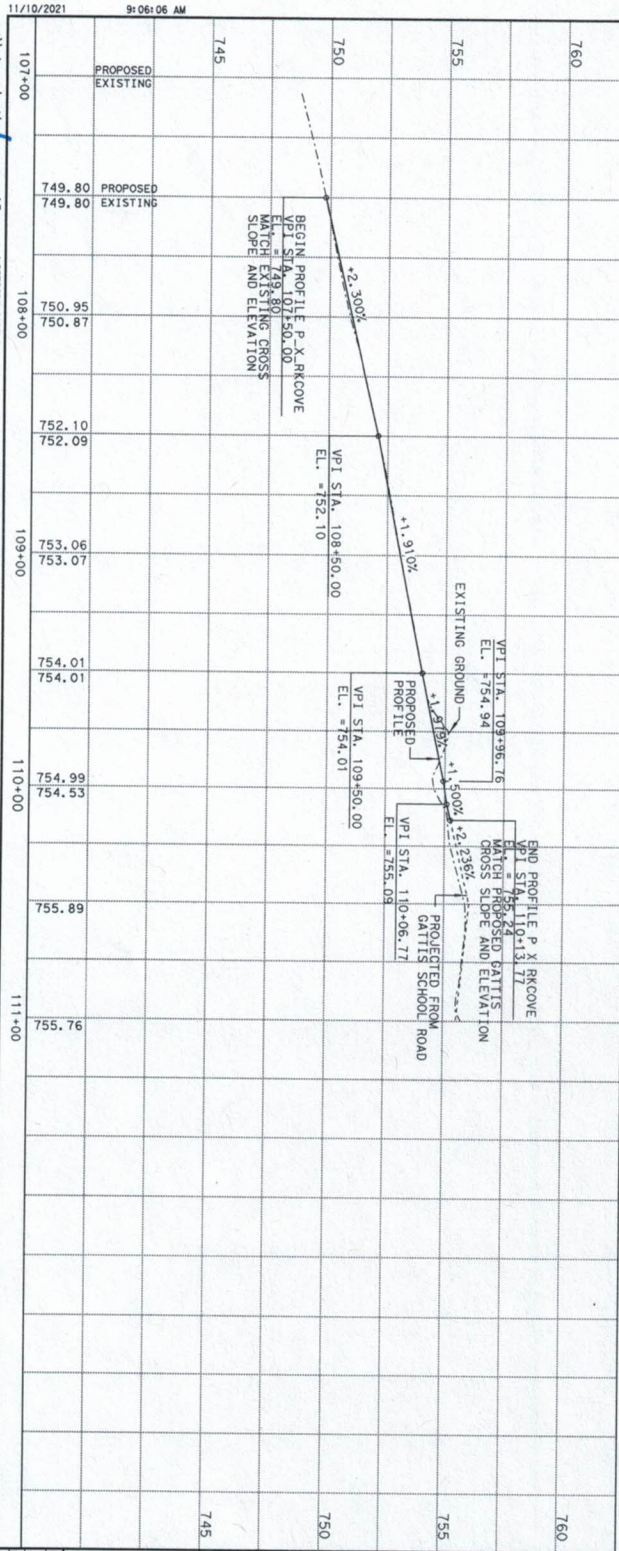


ROCK COVE CROSS SLOPES		
STATION	SLOPE-LEFT	SLOPE-RIGHT
107+50	0.52%	-2.13%
109+50	0.92%	-1.26%
110+13.77	3.83%	-3.86%



- LEGEND**
- PROPOSED CONSTRUCTION
 - PROPOSED MILL AND OVERLAY
 - PROPOSED WIDENING
 - PROPOSED LEVEL-UP/OVERLAY
 - PROPOSED CONCRETE
 - EXISTING PLANTOMETRICS
 - EXISTING UTILITIES
 - CURVE NAME
 - DRIVEWAY NUMBER

- NOTES**
- SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
 - ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
 - REFER TO DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
 - GRADE AT THE CROSS WALKS SHALL BE ADJUSTED AS REQUIRED TO MAINTAIN A 2.0% MAXIMUM GRADE



BEGIN PROFILE P X RKCVE
 STA. 107+50.00
 EL. = 749.80
 MATCH EXISTING CROSS
 SLOPE AND ELEVATION

EXISTING GROUND
 VPI STA. 109+36.16
 EL. = 754.94

PROPOSED PROFILE
 VPI STA. 109+50.00
 EL. = 754.01

PROJECTED FROM
 GATTIS SCHOOL ROAD
 VPI STA. 110+06.77
 EL. = 755.09

RTG
 RODRIGUEZ
 TRANSPORTATION
 GROUP

This document is released for the purposes of public review under the public information act of the State of Texas, effective September 1, 2001. It is not to be used for construction, bidding or permitting purposes.

SHEET 4 OF 11

RTG
 RODRIGUEZ
 TRANSPORTATION
 GROUP

**GATTIS SCHOOL ROAD
 PLAN & PROFILE**

(EAST ROCK COVE)			
DESIGNED BY	CHECKED BY	DATE	REVISION
6	6	6/11/2021	
STATE	STATE	COUNTY	CORRESPONDING
TEXAS	TEXAS	WILLAMETTE	165

Handwritten signature/initials

EXHIBIT "C"

Parcel 4

DEED

Gattis School Road Ph. 3 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 TURTLE CREEK MARKET, LLC, a Delaware limited liability company, 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:

All of that certain 0.115 acre (5,014 square foot) tract of land out of and situated in the P.A. Holder Survey, Abstract No. 297 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 Gattis School Road.

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 _____, 2023.

[signature page follows]

GRANTOR:

TURTLE CREEK MARKET, LLC,
a Delaware limited liability company

By: _____
Clark Freitag, Sole Member and Managing Member

ACKNOWLEDGMENT

[illegible]

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of California

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:

EXHIBIT "D"

MEMORANDUM OF REAL ESTATE CONTRACT

Gattis School Road Sec. 3 Right of Way

This Memorandum of Real Estate Contract ("**Memorandum**") is executed effective as of November 11, 2022, 2022 ("Effective Date"), by TURTLE CREEK MARKET, LLC, a Delaware limited liability company ("**Seller**"), and CITY OF ROUND ROCK, TEXAS ("**Purchaser**"). By executing this Memorandum and recording it in the Official Public Records of Williamson County, Texas, Seller and Purchaser hereby give notice of the existence of the documents, agreements and transactions referenced herein as they relate to the real property described below.

1. Seller has agreed to convey to Purchaser the real property described as follows (the "Property"):

All of that certain 0.115 acre tract of land, more or less, situated in the P.A. Holder Survey, Abstract No. 297, Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein (Parcel 04).

2. In connection with the conveyance of the Property, Seller and Purchaser entered into that certain Real Estate Contract dated _____, 2022 as evidenced by the Mayor's signature thereon (the "Agreement"), which contained certain provisions that are contingent to and/or survive the closing of the purchase and sale of the Property, and which are summarized as follows:

(a) The closing of the Agreement is scheduled to occur on or before June 30, 2023.

(b) City's authorization of a driveway permit from East Rock Cove to the remaining property of Seller upon the occurrence of certain prerequisite conditions as set out in the Agreement;.

and

(c) Possession and Use Agreement to City which allows for roadway facility construction on the Property prior to closing, which is effective sixty (60) days following the Effective Date of the Agreement.

3. This Memorandum is executed by Seller and Purchaser for the sole purpose of giving public notice of the existence of the foregoing described Agreement and agreements and transactions referenced and described in this Memorandum. This Memorandum has the additional purpose of notifying all parties who take an interest in the Property after the time at which this Memorandum is recorded that such parties shall be bound by the terms of the

Agreement as successors in interest, assignees, or otherwise acquiring an ownership interest in the Property. This Memorandum is not intended to create any greater rights or impose any greater obligations than may currently exist or may hereafter exist under the terms of the Agreement, and the terms and conditions set forth therein shall govern the rights and obligations of Seller and Purchaser, regardless of the terms as set forth herein.

4. If, in the future, the rights and interests of the parties hereto with respect to the Property or the Agreement should change, Seller and Purchaser, their heirs, successors, and assigns, agree to execute and record in the Official Public Records of Williamson County, Texas, a mutually acceptable document evidencing the changed conditions or circumstances.

5. Without limiting the foregoing Paragraph 4, when all rights and obligations under the Agreement have expired or been consummated, or otherwise upon the expiration of thirty (30) days following the closing of the Agreement, whichever occurs sooner, Purchaser or Seller, their successors, or assigns may deliver a written release of this Memorandum together with a written request ("First Request for Release") that the release of this Memorandum be executed, acknowledged, and recorded with the Williamson County Clerk. If the party receiving the request, its heirs, successors, or assigns fail to execute such release of this Memorandum within thirty (30) days after the date that they receive the First Request for Release, then a second written demand for such release of this Memorandum ("Second Request for Release") may be made. If the requested release of this Memorandum is not provided within thirty (30) days following receipt of the Second Request for Release, then the party receiving the request, its heirs, successors, or assigns will be deemed to have consented to the execution, acknowledgment, and recording of the release of this Memorandum without the necessity of their signatures, unless within that time a suit for declaratory judgment is filed in a court of competent jurisdiction in Williamson County, Texas to establish why this Memorandum should not be released.

6. This Memorandum may be executed in any number of counterparts, each of which is an original and all of which constitute one and the same document. It is not necessary that the signature or acknowledgment of, or on behalf of, any party appear on each counterpart. All counterparts collectively constitute one instrument. It is not necessary in making proof of this Memorandum to produce or account for more than a single counterpart containing the respective signatures and acknowledgments of, or on behalf of, all of the parties hereto.

[signature pages follow]

EXECUTED as of the Effective Date.

SELLER

TURTLE CREEK MARKET, LLC,
a Delaware limited liability company

By: _____

Name : Clark Freitag

Its: Sole Member and Managing Member

STATE OF CALIFORNIA §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this _____ day of _____, 2022, by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public ☆ State of California

PURCHASER

CITY OF ROUND ROCK, TEXAS

By: _____

Name: _____

Its: _____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on this ____ day of October, 2022, by
_____, the _____ of the City of Round Rock, Texas, in the
capacity and for the purposes and consideration recited herein.

Notary Public ★ State of Texas

RECORDING REQUESTED AND WHEN RECORDED MAIL TO: