

EXHIBIT

"A"

REAL ESTATE CONTRACT University Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CV-CHANDLER ROAD 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 0.095 acre (4,126 square foot) tract of land out of and situated in the N.B. Anderson Survey, Abstract No. 29 in Williamson County, Texas; being more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**); and

Public Utility Easement interest in and to all of that certain 0.004 acre (170 square foot) tract of land out of and situated in the N. B. Anderson Survey, Abstract No. 29 in Williamson County, Texas; being further described and shown in Exhibit "B", attached hereto and incorporated herein (**Parcel 21PUE**);

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 Exhibits "A-B" 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 described in Exhibit "A", the Public Utility Easement interest for the Property described in Exhibit "B", compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of ONE HUNDRED THIRTY TWO THOUSAND FOUR HUNDRED TWENTY SEVEN and 00/100 Dollars (\$132,427.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before December 15th, 2016, 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", and a duly executed and acknowledged Public Utility Easement conveying such interest in and to the Property described in Exhibit "B", 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. The Public Utility Easement shall be in the form as shown in Exhibit "D" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. 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. 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.

SELLER:

CV-CHANDLER ROAD LLC

Address: 561 College Ave
Staten Island, NY 10302

By: Raylene D'Amato

Its: Owner

Date: 11/3/2016

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Its: _____

Date: _____

Address: 221 East Main St.
Round Rock, Texas 78664

21

Exhibit "A"

Variable Width Right-Of-Way Acquisition

**METES AND BOUNDS DESCRIPTION
OF A**

**0.095 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.095 ACRE (4,126 SQUARE FOOT) TRACT OF LAND SITUATED IN THE N.B. ANDERSON SURVEY, ABSTRACT NO. 29, WILLIAMSON COUNTY, TEXAS; SAID 0.095 ACRE TRACT BEING A PORTION OF LOT 1, BLOCK B, UNIVERSITY SUNRISE SECTION 1, A REPLAT OF A PORTION OF OAKMONT CROSSING SECTION ONE, LOT 2, BLOCK B, FILED ON MAY 11, 2007, AND RECORDED IN CABINET DD, SLIDES 107-108 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.095 ACRE TRACT ALSO BEING A PORTION OF LOT 1, BLOCK B AS DESCRIBED IN A GENERAL WARRANTY DEED TO CV-CHANDLER ROAD LLC, FILED ON DECEMBER 15, 2011, AND RECORDED IN DOCUMENT NO. 2011084835 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.095 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a cut "X" in concrete found for the southwest corner of said Lot 1, Block B and the herein described tract, same being the westernmost corner of Lot 5, Block B, University Sunrise Subdivision Section Two, filed on March 8, 2007, and recorded in Cabinet DD, Slides 44-45, P.R.W.C.T., and being on the easterly right-of-way line (R.O.W.) of Sunrise Road (variable width R.O.W.);

THENCE North 20° 43' 42" West, with the common westerly line of said Lot 1, Block B and the easterly R.O.W. line of said Sunrise Road, a distance of 252.55 feet to a 1/2-inch iron rod with yellow cap stamped "Carter & Burgess" found for the westernmost northwest corner of said Lot 1, Block B and the herein described tract, said point also marking the southerly end of a corner clip at the intersection of the easterly R.O.W. line of said Sunrise Road and the southerly R.O.W. line of University Boulevard (variable width R.O.W.);

THENCE North 24° 57' 06" East, with the northwesterly line of said Lot 1, Block B, a distance of 49.16 feet to a 5/8-inch iron rod with yellow plastic cap stamped "Carter & Burgess" found for the northernmost northwest corner of said Lot 1, Block B and the herein described tract, said point also marking the northerly end of said corner clip at the intersection of the easterly R.O.W. line of said Sunrise Road and the southerly R.O.W. line of said University Boulevard;

THENCE North 68° 57' 54" East, with the common northerly line of said Lot 1, Block B and the southerly R.O.W. line of said University Boulevard, a distance of 9.62 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for the northeast corner of the herein described tract;

THENCE departing the southerly R.O.W. line of said University Boulevard, and traveling across the interior of said Lot 1, Block B, the following two calls:

- 1) South 25° 18' 12" West, a distance of 41.39 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" set for an angle point and interior corner of the herein described tract;

Exhibit "A" continued
Description of a 0.095 acre tract

- 2) South 20° 43' 42" East, a distance of 258.21 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for the southeast corner of the herein described tract, said point being on the common southerly line of said Lot 1, Block B and a northerly line of said Lot 5, Block B, University Sunrise Subdivision Section Two;

THENCE South 69° 17' 14" West, with the common southerly line of said Lot 1, Block B and a northerly line of said Lot 5, Block B, a distance of 15.00 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.095 acre (4,126 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2015.

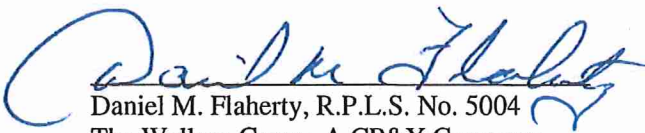
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4871 attached hereto 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 direction and supervision.

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

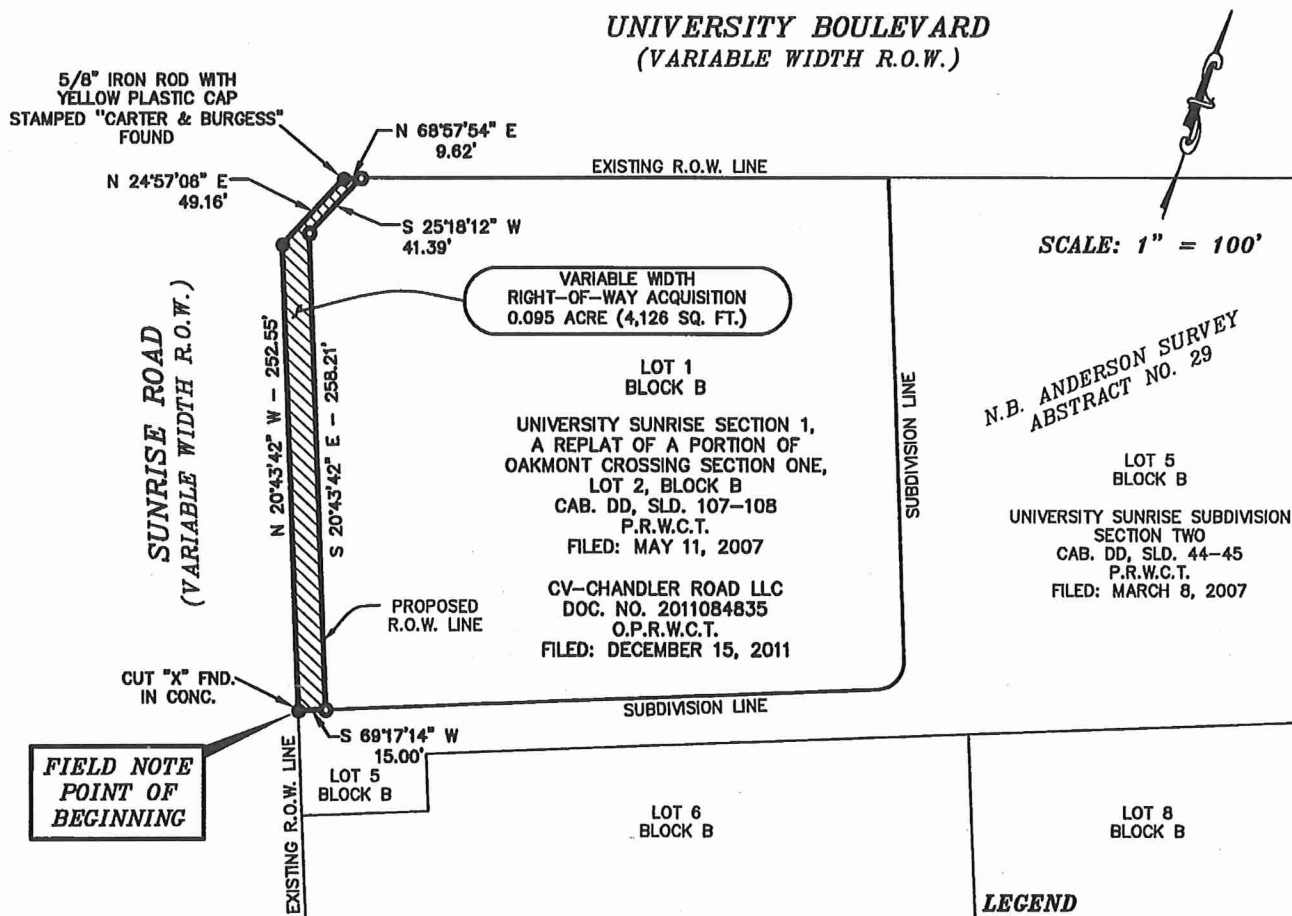


Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, A CP&Y Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701
See attached Plat No. A-4871
22824-FN26.doc



11-06-2015
Date

EXHIBIT "A"
(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 0.095 ACRE (4,126 SQ. FT.) TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

- LEGEND**
- = FOUND 1/2" IRON WITH YELLOW CAP STAMPED CARTER & BURGESS (UNLESS OTHERWISE NOTED)
 - = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW"
 - ▲ = CALCULATED POINT
 - P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
 - 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



THE WALLACE GROUP
engineers architects surveyors
A CP&Y COMPANY

TBPLS 10051701

WACO KILLEEN DALLAS ROUND ROCK
1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

TBPE F-54

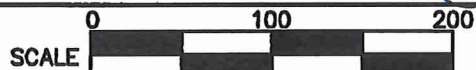
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF NOVEMBER, 2015.

SEPTEMBER 2014
SURVEYED: NOVEMBER 2015

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



© 2015 ALL RIGHTS RESERVED

PLAT NO. A-4871

DRAFT DATE 11-06-15

DRAWN BY SRM

WORK ORDER NO. 22824

FIELD BOOK/PG. 195/9

TAB # A-4871

DIGITAL FILE 22824R-PARCELS

F/N #

22824-FN26

Exhibit "B"

Variable Width Public Utility Easement

**METES AND BOUNDS DESCRIPTION
OF A**

**0.004 ACRE TRACT OF LAND
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.004 ACRE (174 SQUARE FOOT) TRACT OF LAND SITUATED IN THE N.B. ANDERSON SURVEY, ABSTRACT NO. 29, WILLIAMSON COUNTY, TEXAS; SAID 0.004 ACRE TRACT BEING A PORTION OF LOT 1, BLOCK B, UNIVERSITY SUNRISE SECTION 1, A REPLAT OF A PORTION OF OAKMONT CROSSING SECTION ONE, LOT 2, BLOCK B, FILED ON MAY 11, 2007, AND RECORDED IN CABINET DD, SLIDES 107-108 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.004 ACRE TRACT ALSO BEING A PORTION OF LOT 1, BLOCK B AS DESCRIBED IN A GENERAL WARRANTY DEED TO CV-CHANDLER ROAD LLC, FILED ON DECEMBER 15, 2011, AND RECORDED IN DOCUMENT NO. 2011084835 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.004 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 5/8-inch iron rod with yellow plastic cap stamped "Carter & Burgess" found for the northernmost northwest corner of said Lot 1, Block B, said point also marking the northerly end of a corner clip at the intersection of the southerly right-of-way (R.O.W.) line of University Boulevard (variable width R.O.W.) and the easterly R.O.W. line of Sunrise Road (variable width R.O.W.);

THENCE South 43° 02' 30" East, traveling across the interior of said Lot 1, Block B, a distance of 10.79 feet to a calculated point for the **POINT OF BEGINNING** and northwest corner of the herein described tract;

THENCE continuing to travel across the interior of said Lot 1, Block B, the following four calls:

- 1) North 68° 57' 54" East, a distance of 9.58 feet to a calculated point for the northeast corner of the herein described tract;
- 2) South 25° 18' 12" West, a distance of 33.14 feet to a calculated point for the southernmost corner of the herein described tract;
- 3) North 20° 43' 42" West, a distance of 9.02 feet to a calculated point for the westernmost corner of the herein described tract, and from which a 1/2-inch iron rod with yellow plastic cap stamped "Carter & Burgess" found for the westernmost northwest corner of said Lot 1, Block B bears South 46° 36' 49" West, at a distance of 27.09 feet, said 1/2-inch iron rod also marking the southerly end of said corner clip at the intersection of the southerly R.O.W. line of said University Boulevard and the easterly R.O.W. line of said Sunrise Road;

Exhibit "A" continued
Description of a 0.004 acre tract

- 4) North 24° 57' 06" East, a distance of 19.94 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.004 acre (174 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2015.

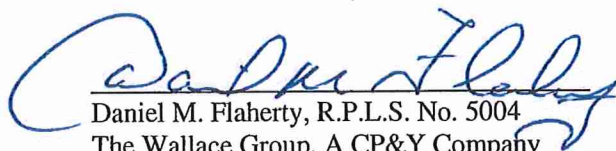
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

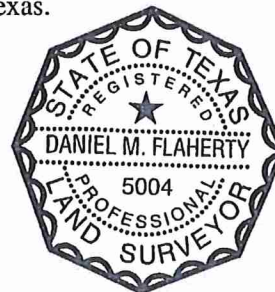
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4873 attached hereto 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 direction and supervision.

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



Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, A CP&Y Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701
See attached Plat No. A-4873
22824-FN27.doc

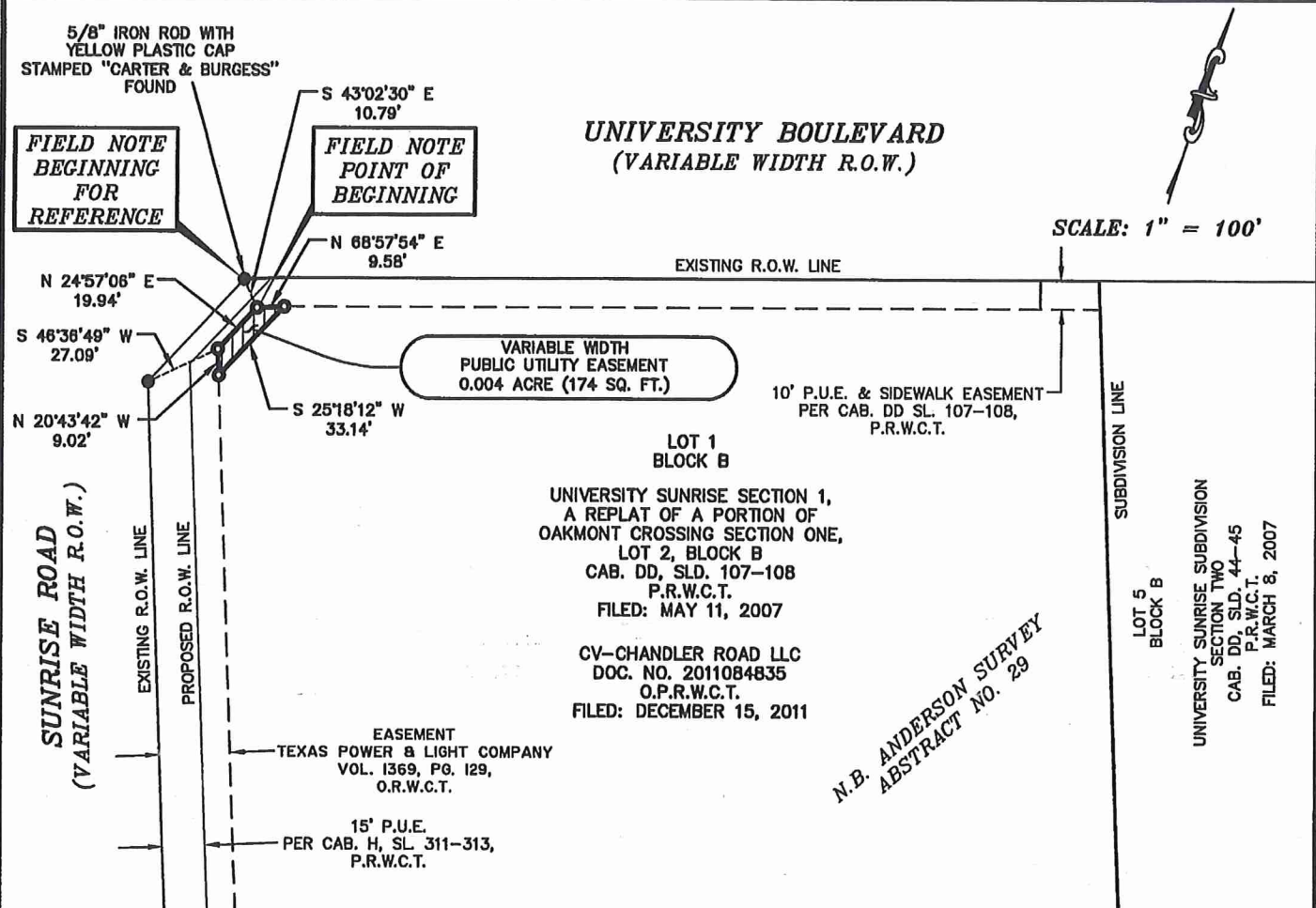


11-06-2015
Date

EXHIBIT "A"

(VARIABLE WIDTH PUBLIC UTILITY EASEMENT)

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 0.004 ACRE (174 SQ. FT.) TRACT OF LAND IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

LEGEND

- = FOUND 1/2" IRON WITH YELLOW CAP STAMPED CARTER & BURGESS (UNLESS OTHERWISE NOTED)
- = CALCULATED POINT
- P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- 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



THE WALLACE GROUP
engineers architects surveyors
A CP&Y COMPANY

TBPLS 10051701

WACO KILLEEN DALLAS ROUND ROCK
1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

TBPE F-54

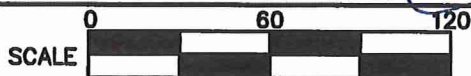
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 6TH DAY OF NOVEMBER, 2015.

SEPTEMBER 2014
SURVEYED: NOVEMBER 2015

Daniel M. Flaherty
DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



© 2015 ALL RIGHTS RESERVED

PLAT NO. A-4873 DRAFT DATE 11-06-15 DRAWN BY SRM
WORK ORDER NO. 22824 FIELDBOOK/PG. 195/9 TAB # A-4873
DIGITAL FILE 22824R-PARCELS F/N # 22824-FN27

EXHIBIT "C"

Parcel 21

DEED

University Boulevard 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 MEN BY THESE PRESENTS:

That CV-CHANDLER ROAD 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:

All of that certain 0.095 acre (4,126 square foot) tract in the N.B. Anderson Survey, Abstract No. 29, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**)

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 University Blvd., but shall not be used or exported from the Property for any other purpose.

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 _____, 2016.

GRANTOR:

CV-CHANDLER ROAD LLC

By:_____

Printed Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2016 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of _____

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D"

University Blvd.—Parcel 21PUE

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That CV-CHANDLER ROAD LLC., whose current address is _____, and its successors and assigns, (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual public utility easement and right-of-way in, upon, over, under, above and across the following described property, to-wit:

All of that certain 0.004 acre (174 SF) tract of land situated in the N.B. Anderson Survey, Abstract No. 29, Williamson County, Texas; and being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (**Parcel 21 PUE**).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public utilities, to-wit: electric transmission and distribution lines, telecommunication and cable television lines, water lines, natural gas lines, wastewater lines, sanitary sewer lines, connecting lines, access facilities and related equipment, stormwater lines, drainage systems and structures, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, and any necessary accessories, or operations.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the facilities. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easement.

Grantee hereby covenants and agrees:

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

It is understood and agreed that any and all utility equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the easement as a public utility easement for the purposes stated herein.

The grant of this easement is being delivered in lieu of condemnation.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the _____ day of the month of _____, 2016.

(Signatures on the following pages)

GRANTOR:

CV-Chandler Road LLC

By: _____

Printed Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2016, by _____, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____