

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between PENNY A. LACKEY and TINA D. LACKEY, (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 0.176 acre (7,678 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.176 acre parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17**); and

All of that certain 0.115 acre (4,999 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.115 acre tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 17R**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property and the acquisition of any improvements on the portion of the Property described in Exhibit "A", shall be the sum of TWO HUNDRED THOUSAND and 00/100 Dollars (\$200,000.00).

2.02. The Purchase Price for the remaining portion of the Property and the acquisition of any improvements on the remaining portion of the Property of Seller which is described in Exhibit "B", shall be the sum of FIVE THOUSAND and 00/100 Dollars (\$5,000.00).

Payment of Purchase Price

2.03. 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 Capital Title Company on or before May 31st, 2017, 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 State of 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 deliver to the City of Round Rock a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the remaining property of Seller described in Exhibit "B", both 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.

The Deed to the State of Texas shall be in the form as shown in Exhibit "C" attached hereto. The Deed to the City of Round Rock shall be in the form as shown in Exhibit "D" attached hereto.

(2) 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 each 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".
- (3) 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 acquired in fee simple 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.

[signature pages follow]

SELLER:

Penny A. Lackey

Address: 11707 Vance Jackson Rd., #715
San Antonio, Texas 78230

Date:_____

SELLER:

Tina D. Lackey

Address: 2426 Willow Way
Round Rock, Texas 78664

Date:_____

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

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

Date: _____

EXHIBIT A

County: Williamson
Highway: R. M. 620
Limits: Deepwood Dr. to IH 35
CSJ: 0683-01-092

PROPERTY DESCRIPTION FOR
PARCEL 17

DESCRIPTION OF A 0.176 ACRE (7,678 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 24 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED PENNY A. AND TINA D. LACKEY BY INSTRUMENT RECORDED IN VOLUME 1989, PAGE 563 OF THE OFFICIAL RECORDS OF WILLIMSON COUNTY, TEXAS, SAID 0.176 ACRE (7,678 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a capped ½" iron rod stamped "Inland 4933" set, being the southeasterly corner of Lot 23 of said subdivision and conveyed to Steven W. Redden and Linda J. Redden by instrument recorded in Volume 2022, Page 46 of the Official Records of Williamson County, Texas, being the existing northerly right-of-way (ROW) line of Glenwood St. (50' ROW width), same being the most southwesterly corner of said Lot 24, 191.41 feet right of proposed Ranch to Market (R.M.) 620 baseline station 489+38.13, and from which a ½" iron rod found bears S 07°25'33" E at distance of 0.91 feet;

THENCE departing said northerly ROW line of Glenwood St., with the easterly boundary line of said Lot 23, same being the westerly boundary line of said Lot 24, N 07°25'33" W for a distance of 72.99 feet to a ½" iron rod with TxDOT aluminum cap set, 120.91 feet right of proposed R.M. 620 baseline station 489+18.10, being the proposed southerly ROW line of R.M. 620 (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said southerly proposed ROW line of R.M. 620, continuing with the westerly boundary line of said Lot 24, same being in part the easterly boundary line of said Lot 23 and in part the easterly boundary line of Lot 20 of said subdivision conveyed to Kristine Warren by instrument recorded in Document No. 2004064710 and James A. Warren by instrument recorded in Document No. 2008082332 of the Official Public Records of Williamson County, Texas, **N 07°25'33" W** at a distance of 51.94 feet pass the calculated southeasterly corner of said Lot 20, at a distance of 83.91 feet pass a 3/8" iron rod found and continuing for a total distance of **84.92** feet to a calculated point being the northeasterly corner of said Lot 20, same being the existing curving southerly ROW line of R.M. 620 (ROW width varies), being the northwesterly corner of said Lot 24, for the northwesterly corner of the herein described parcel;
- 2) **THENCE**, departing the easterly boundary line of said Lot 20, with said curving existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 24, along a curve to the right, having a delta angle of **05°00'02"**, a radius of **1095.92** feet, an arc length of **95.64** feet, and a chord which bears **S 77°24'38" E** for a distance of **95.61** feet to a calculated point being the most northwesterly corner of Lot 25 of said subdivision and conveyed to Bobby C. Owen JR. by instrument recorded in Document No. 2007075259 of the Official Public Records of Williamson County, Texas, same being the most northeasterly corner of said Lot 24, for the northeasterly corner of the herein described parcel, and from which a TXDOT Type I concrete monument found in the northerly boundary line of said Lot 25, same being a point of tangency in said existing southerly ROW line of R.M. 620 bears, along a curve to the right, having a delta angle of **04°10'58"**, a radius of **1095.92** feet, an arc length of **80.01** feet, and a chord which bears **S 72°49'08" E** for a distance of **80.00** feet;

- 3) **THENCE** departing said existing southerly ROW line of R.M. 620, with common boundary line of said Lot 24 and said Lot 25, **S 07°30'40" E** at a distance of 0.94 feet pass a 3/8" iron rod found and continuing for a total distance of **84.45** feet to a 1/2" iron rod with TxDOT aluminum cap set, 127.40 feet right of proposed R.M. 620 baseline station 490+17.88, being said proposed southerly ROW line of R.M. 620, for the southeasterly corner of the herein described parcel, and from which a capped 1/2" iron rod stamped "Inland 4933" set, in said northerly ROW line of Glenwood St., being the southwesterly corner of said Lot 25, same being the southeasterly corner of said Lot 24 bears **S 07°30'40" E** at a distance of 38.12 feet;
- 4) **THENCE**, departing the westerly boundary line of said Lot 25, with said proposed ROW line of R.M. 620, through the interior of said Lot 24, **N 77°42'08" W** for a distance of **95.57** feet to the **POINT OF BEGINNING**, containing 0.176 acres (7,678 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 direction and supervision.

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

M. Stephen Truesdale

10 MAR 2014

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

Reissued: 12/04/15
PAGE 3 OF 4

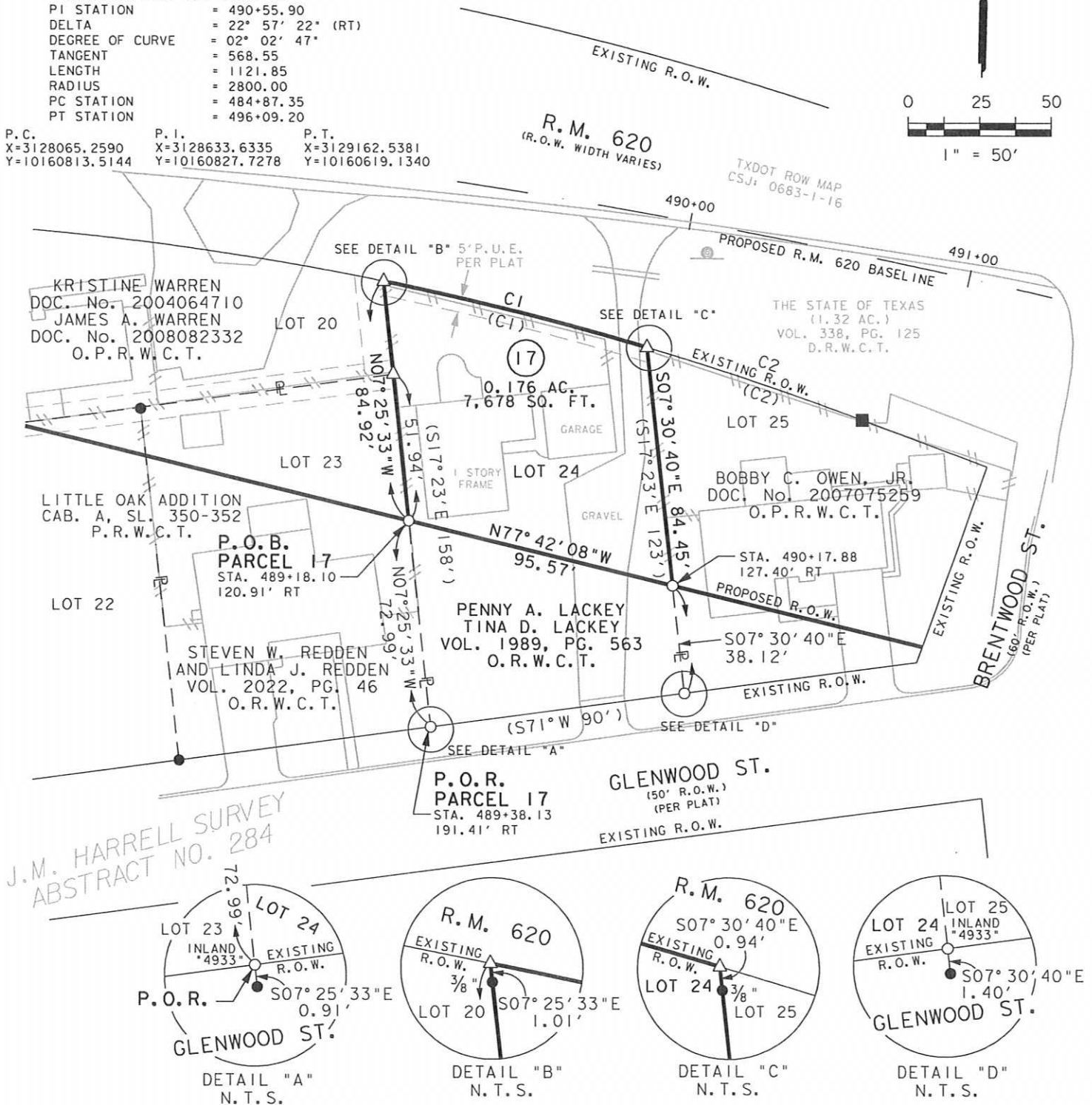
| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|--------|-------------|----------|---------|--------|---------------|
| C1 | 05° 00' 02" | 1095.92' | 95.64' | 95.61' | S77° 24' 38"E |
| (C1) | | | (95.7') | | |
| C2 | 04° 10' 58" | 1095.92' | 80.01' | 80.00' | S72° 49' 08"E |
| (C2) | | | (80.3') | | |

| | | |
|-----------------|-----|------------------|
| PROPOSED R.M. | 620 | BASELINE |
| PI STATION | = | 490+55.90 |
| DELTA | = | 22° 57' 22" (RT) |
| DEGREE OF CURVE | = | 02° 02' 47" |
| TANGENT | = | 568.55 |
| LENGTH | = | 1121.85 |
| RADIUS | = | 2800.00 |
| PC STATION | = | 484+87.35 |
| PT STATION | = | 496+09.20 |

| P. C. | P. I. | P. T. |
|-----------------|-----------------|-----------------|
| X=3128065.2590 | X=3128633.6335 | X=3129162.5381 |
| Y=10160813.5144 | Y=10160827.7278 | Y=10160619.1340 |

| | |
|-----------------|-------|
| P. I. | P. T. |
| X=3128633.6335 | X=31 |
| Y=10160827.7278 | Y=10 |

P. T.
X=3129162.5381
Y=10160619.1340



INLAND SURVEYING
GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

PENNY A. LACKEY
TINA D. LACKEY

SCALE
1" = 50'

CSJ #
0683-01-092

PROJECT
RM 620

COUNTY
WILLIAMSON



Texas Department of Transportation

PARCEL 17

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 12/04/15
PAGE 4 OF 4

LEGEND

| | | | |
|---|--|--------------|---|
| ■ | TXDOT TYPE I CONCRETE MONUMENT FOUND | ℙ | PROPERTY LINE |
| □ | 1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT | () | RECORD INFORMATION |
| ▣ | TXDOT TYPE II CONCRETE MONUMENT FOUND | — — | LINE BREAK |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED | ⌒ | LAND HOOK |
| ⊙ | 1/2" IRON ROD FOUND W/PLASTIC CAP | P.O.B. | POINT OF BEGINNING |
| ⊕ | COTTON GIN SPINDLE FOUND | P.O.R. | POINT OF REFERENCE |
| X | X CUT FOUND | N.T.S. | NOT TO SCALE |
| ▲ | 60/D NAIL FOUND | D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| △ | CALCULATED POINT | O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| ○ | 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE) | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| ℄ | CENTER LINE | 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 using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1027, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 21, 2014, ISSUE DATE JANUARY 30, 2014.

- I. RESTRICTIVE COVENANTS: CABINET A, SLIDE 250 (ACTUAL SLIDES 350-352), PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10E. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

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 DIRECTION AND SUPERVISION.



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

DATE: 10 MAR 2014

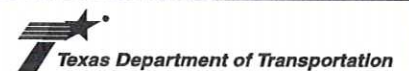
| | ACRES | SQUARE FEET |
|----------------|-------|-------------|
| ACQUISITION | 0.176 | 7,678 |
| CALC/DEED AREA | 0.291 | 12,677 |
| REMAINDER AREA | 0.115 | 4,999 |



PARCEL PLAT SHOWING PROPERTY OF

PENNY A. LACKEY
TINA D. LACKEY

| | | | |
|----------|-------------|---------|------------|
| SCALE | CSJ # | PROJECT | COUNTY |
| 1" = 50' | 0683-01-092 | RM 620 | WILLIAMSON |



PARCEL 17

EXHIBIT B

County: Williamson
Parcel : Lackey
Highway: R. M. 620

PROPERTY DESCRIPTION FOR PENNY AND TINA LACKEY

DESCRIPTION OF A 0.115 ACRE (4,999 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 24 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDE 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO PENNY A. AND TINA D. LACKEY BY INSTRUMENT RECORDED IN VOLUME 1989, PAGE 563 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.115 ACRE (4,999 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a capped ½" iron rod marked "Inland 4933" set in the existing northerly right-of-way (ROW) line of Glenwood St. (50' ROW width), being the southeasterly corner of Lot 23 of said subdivision, same being the most southwesterly corner of said Lot 24, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract and from which a ½" iron rod found bears S 07°25'33" E at a distance of 0.91 feet;

- 1) **THENCE**, departing the northerly ROW line of said Glenwood St., with the easterly boundary line of said Lot 23, same being the westerly boundary line of said Lot 24, **N 07°25'33" W** for a distance of **72.99** feet to ½" iron rod with TxDOT aluminum cap set, 120.91 feet right of proposed R.M. 620 baseline station 489+18.10, in the proposed southerly ROW line of R.M. 620 (ROW width varies), for the northwesterly corner of the herein described tract;
- 2) **THENCE**, departing the easterly boundary line of said Lot 23, with said proposed southerly ROW line of R.M. 620, through the interior of said Lot 24, **S 77°42'08" E** for a distance of **95.57** feet to ½" iron rod with TxDOT aluminum cap set, 127.40 feet right of proposed R.M. 620 baseline station 490+17.88, being the westerly boundary line of Lot 25 of said subdivision, same being the easterly boundary line of said Lot 24, for the northeasterly corner of the herein described tract;
- 3) **THENCE**, departing said proposed ROW line, with the common boundary line of said Lot 24 and said Lot 25, **S 07°30'40" E** for a distance of **38.12** feet to a capped ½" iron rod marked "Inland 4933" set in the northerly ROW line of said Glenwood St., being the southwesterly corner of said Lot 25, same being the southeasterly corner of said Lot 24, for the southeasterly corner of the herein described tract and from which a ½" iron rod found bears S 07°30'40" E at a distance of 1.40 feet;

- 4) **THENCE**, with the existing northerly ROW line of said Glenwood St., same being the southerly boundary line of said Lot 24, **S 80°54'34" W** for a distance of **90.06** feet to the **POINT OF BEGINNING**, containing 0.115 acre (4,999 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 direction and supervision.

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

M. Stephen Truesdale

3 OCT 2016

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



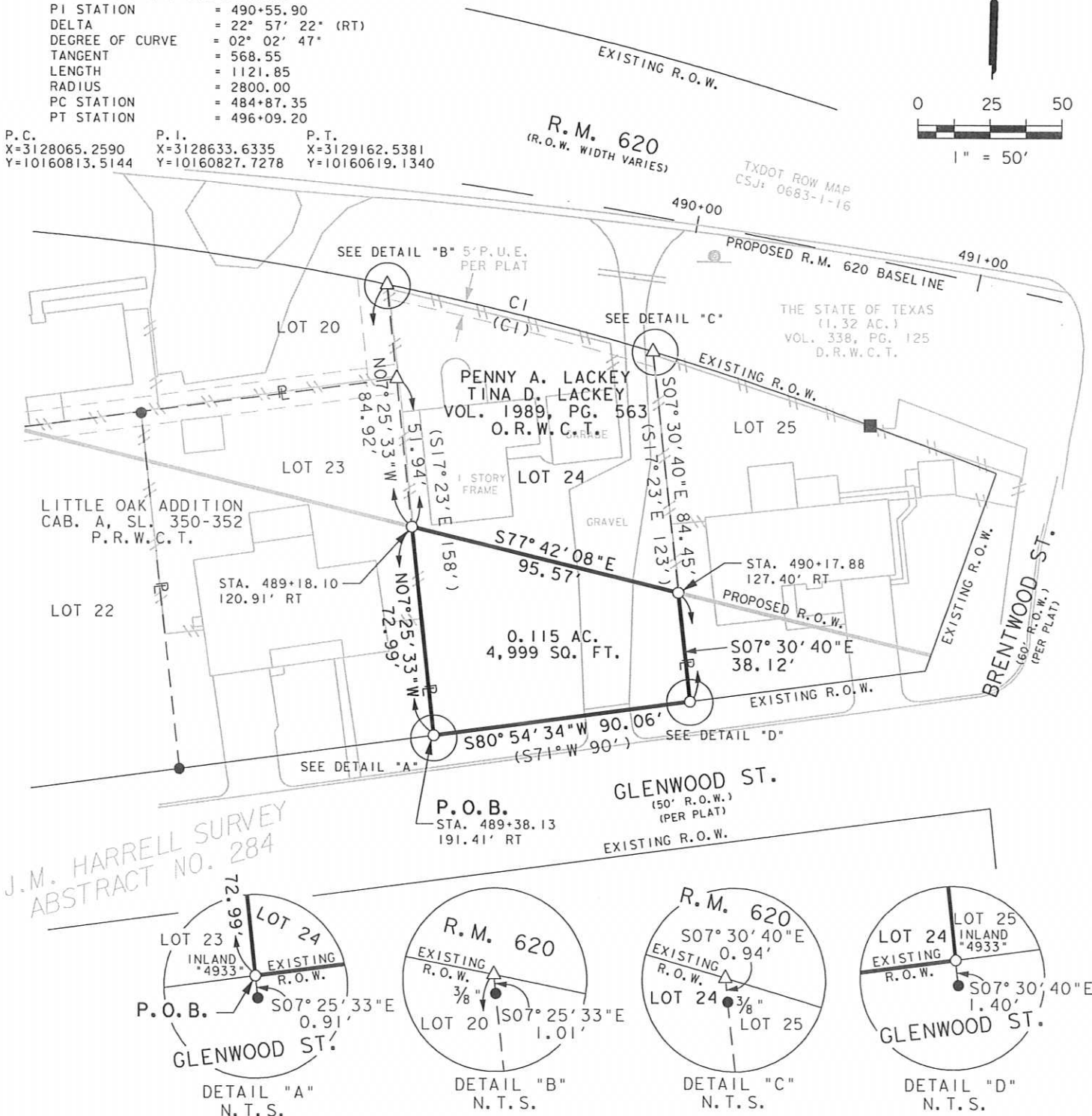
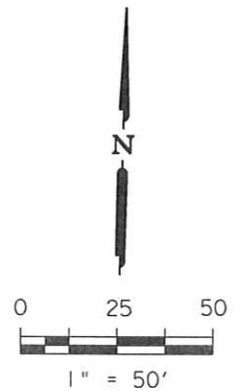
PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/27/16
PAGE 3 OF 4

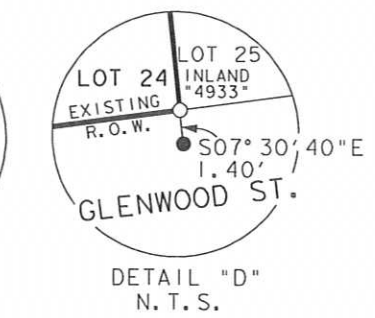
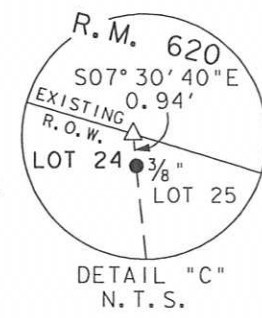
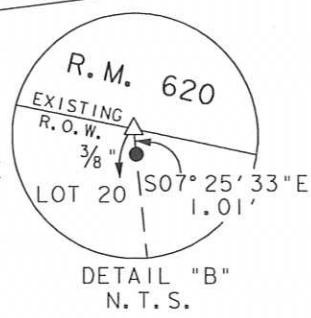
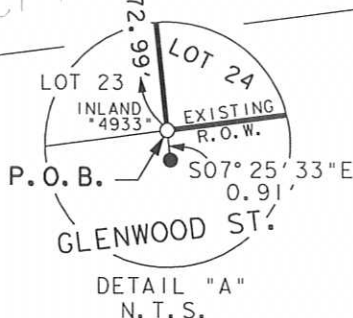
| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|--------|-------------|----------|---------|--------|---------------|
| CI | 05° 00' 02" | 1095.92' | 95.64' | 95.61' | S77° 24' 38"E |
| (CI) | | | (95.7') | | |

PROPOSED R.M. 620 BASELINE
 PI STATION = 490+55.90
 DELTA = 22° 57' 22" (RT)
 DEGREE OF CURVE = 02° 02' 47"
 TANGENT = 568.55
 LENGTH = 1121.85
 RADIUS = 2800.00
 PC STATION = 484+87.35
 PT STATION = 496+09.20

P.C. X=3128065.2590 Y=10160813.5144
 P.I. X=3128633.6335 Y=10160827.7278
 P.T. X=3129162.5381 Y=10160619.1340



J.M. HARRELL SURVEY
 ABSTRACT NO. 284



INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
PENNY A. LACKEY
TINA D. LACKEY

| | | |
|-------------------|-------------------|----------------------|
| SCALE 1" = 50' | PROJECT RM 620 | COUNTY WILLIAMSON |
|-------------------|-------------------|----------------------|

0.115 AC.
4,999 SQ. FT.

PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/27/16
PAGE 4 OF 4

LEGEND

| | | | |
|---|--|--------------|---|
| ■ | TXDOT TYPE I CONCRETE MONUMENT FOUND | ℙ | PROPERTY LINE |
| ⊗ | 1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT | () | RECORD INFORMATION |
| ⊠ | TXDOT TYPE II CONCRETE MONUMENT FOUND | — — | LINE BREAK |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED | ⌒ | LAND HOOK |
| ⊙ | 1/2" IRON ROD FOUND W/PLASTIC CAP | P.O.B. | POINT OF BEGINNING |
| ★ | COTTON GIN SPINDLE FOUND | P.O.R. | POINT OF REFERENCE |
| X | X CUT FOUND | N.T.S. | NOT TO SCALE |
| ▲ | 60/D NAIL FOUND | D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| △ | CALCULATED POINT | O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| ○ | 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE) | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| ℄ | CENTER LINE | 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 using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1027, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 21, 2014, ISSUE DATE JANUARY 30, 2014.

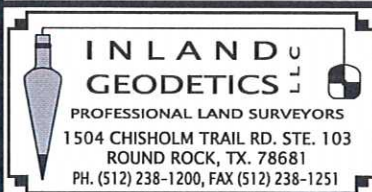
- I. RESTRICTIVE COVENANTS: CABINET A, SLIDE 250 (ACTUAL SLIDES 350-352), PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- IOE. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 234, PAGE 134, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

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 DIRECTION AND SUPERVISION.

M. Stephen Truesdale 3 OCT 2016

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:

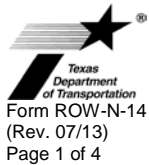


PARCEL PLAT SHOWING PROPERTY OF

PENNY A. LACKEY
TINA D. LACKEYSCALE
1" = 50'PROJECT
RM 620COUNTY
WILLIAMSON0.115 AC.
4,999 SQ. FT.

EXHIBIT "C"

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 for record in the public records: your Social Security Number or your Driver's License Number.



DEED RM 620 Right of Way

TxDOT ROW CSJ: 0683-01-092
TxDOT Parcel No.: 17

Grantor(s), whether one or more:
Penny A. Lackey and Tina D. Lackey

Grantor's Mailing Address (including county):

Penny A. Lackey
11707 Vance Jackson Rd. #715
San Antonio, Texas 78230
Bexar County

Tina D. Lackey
2426 Willow Way
Round Rock, Texas 78664
Williamson County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761
Travis County

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. 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, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This Deed is being delivered in lieu of condemnation.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

Penny A. Lackey

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____, 2017 by
Penny A. Lackey, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

GRANTOR:

Tina D. Lackey

Acknowledgement

State of Texas _____

County of _____

This instrument was acknowledged before me on _____, 2017 by Tina D. Lackey, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

EXHIBIT "D"

DEED

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 LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That PENNY A. LACKEY and TINA D. LACKEY, 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 (the "Property"), being more particularly described as follows:

All of that certain 0.115 acre (4,999 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.115 acre tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17R**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein, 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.

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.

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

GRANTOR:

Penny A. Lackey

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Penny A. Lackey, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Tina D. Lackey

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Tina D. Lackey, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: