

# EXHIBIT

## "A"

### REAL ESTATE CONTRACT BRUSHY CREEK TRAIL EASEMENT

This Real Estate Contract ("Contract") is entered into between MFT-THE CREEK, LLC, a Texas limited liability company, ("Seller"), and the CITY OF ROUND ROCK, a Texas home-rule municipal corporation ("Buyer") upon the terms and conditions set forth as follows:

#### 1. Purchase and Sale of Property

1.01 Seller sells and agrees to convey, and Buyer purchases and agrees to pay for, a trail easement interest in and to that certain parcel of land totaling 0.592 acre (25,778 square feet) located in Williamson County, Texas, and being more particularly described by metes and bounds and accompanying plat in Exhibit "A", attached hereto and incorporated herein.

1.02 The real property interests described above, and any rights or appurtenances are referred to in this Contract as the "Property".

#### 2. Sales Price

2.01 Amount of Sales Price. The sales price for the Property, any improvements thereon, and any damage to the remaining property of Seller shall be the sum of FIFTY-FIVE THOUSAND FOUR HUNDRED FIVE and NO/100 DOLLARS (\$55,405.00) ("Sales Price").

2.02 Payment of Sales Price. The full amount of the Sales Price shall be payable in cash at the Closing.

#### 2.03. Special Provisions and Additional Compensation.

(A) As Additional Compensation for the Property, and as an obligation which shall survive the Closing of this transaction, Buyer agrees to remove the existing HMAC driveway surface course and replace it with a minimum of 2" inch new Type 'C' HMAC surface, at locations between its connection with Highway 79 and the beginning of the concrete bridge structure which crosses Brushy Creek, and as further shown in Exhibit "B" attached hereto and incorporated herein. The paving shall be constructed as part of the Buyer's proposed Brushy Creek Trail improvement project. During all construction related to this provision, the access to Seller's remaining Property shall not be unreasonably impaired and shall never be completely blocked and Buyer shall make reasonable efforts not to impede vehicular traffic to and from Seller's remaining Property by the residents and invitees thereof or by emergency vehicles. By execution of this Contract the Seller agrees to allow access to the remaining property of Seller, but only to the extent reasonably necessary in order to carry out the obligations of this paragraph.

(B) As Additional Compensation for the Property, and as an obligation which shall survive the Closing of this transaction, Buyer agrees to cause galvanized barbed wire fencing with metal posts to be installed on the northern boundary of the Property, in the location and according to the specifications as shown in Exhibit "C" attached hereto and incorporated herein. The fencing described herein shall be constructed as part of the Buyer's proposed Brushy Creek Trail improvement project. By execution of this Contract the Seller agrees to allow access to the

remaining property of Seller, but only to the extent reasonably necessary in order to carry out the obligations of this paragraph.

### 3. **Buyers Obligations**

3.01 Conditions to Buyer's Obligations. The Buyer's obligations under this Contract are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Buyer at or before the closing).

3.02 Preliminary Title Report. Within 30 days of the execution of this Contract, Seller, at Seller's expense, will obtain from the Title Company a preliminary title report ("Title Report"), accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property.

(A) Buyer will give Seller written notice on or before 10 days prior to the Closing of this transaction that the condition of title as set forth in the Title Report is not satisfactory.

(B) In the event that Buyer states that the condition is not satisfactory, Seller will promptly undertake to assist Buyer, with all costs to be borne by Buyer, to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. Otherwise, any objection by the Buyer may also be waived in writing prior to Closing.

3.03 Survey. Buyer, at Buyer's expense, will obtain a current plat or survey of the permanent easement Property, prepared by a licensed Texas land surveyor selected by Buyer.

3.04 Seller's Full Compliance. Seller will have complied with all of the covenants, agreements, and conditions required by this Contract by the closing date.

### 4. **Representations and Warranties of Seller**

Seller represents and warrants to Buyer, as of the closing date, as follows:

4.01 There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Buyer.

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

4.03 Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.

4.04 Seller is not aware of any material physical defects to the Property.

4.05 Seller is not aware of any environmental hazards or conditions that affect the Property.



4.06 Seller is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.

## 5. Closing

5.01 Date and Location. The Closing will be held at the office of Independence Title Company, 101 E. Settlers Blvd. #110, Round Rock Texas 78664 ("Title Company"), on or before June 30<sup>th</sup>, 2017 ("Closing Date"), or 10 days after completion of any title curative items as identified on Schedule C. of the Title Commitment, or at a time, date, and place agreed on by Seller and Buyer.

5.02 Sellers Responsibilities at Closing. At the Closing Seller will:

(A) Deliver to Buyer a properly executed and acknowledged Trail Easement (the "Easement") in and to the Property described in Exhibit "A", attached hereto and incorporated herein, conveying such property interest in and to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:

- (i) Any exceptions approved by Buyer in accordance with Section 3 of this Contract; and
- (ii) Any exceptions approved by Buyer in writing.

(B) Deliver to Buyer a Texas Owner's Title Policy, at Buyer's expense, issued by the Title Company in Buyer's favor in the full amount of the Sales Price, insuring Buyer's interest in and to the Property subject to the title exceptions listed in herein, to any other exceptions approved in writing by Buyer, and to those standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:

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

(C) Deliver to Buyer possession of the Property.

(D) The form of the Easement document shall be as shown in Exhibit "D" attached hereto and incorporated herein.

5.03 Buyer's Responsibilities at Closing. At the Closing Buyer will pay Seller the Sales Price.

5.04 Prorations. N/A.

5.05 Apportionment of Costs. All costs and expenses of closing in consummating the sale and purchase of the Property will be paid as follows:

- (A) Owner's Title Policy paid by Buyer.
- (B) Survey paid by Buyer.
- (C) Easement, tax certificates, and title curative matters, if any, paid by Buyer.
- (D) Lien partial release/subordination fee to be paid by Buyer in the amount of \$2,500.
- (E) All other closing costs to be paid by Buyer.
- (F) Attorney's fees paid by each respectively, except for any attorney's fees directly required by a lender for consent, subordination or other title curative matters shall be paid by Buyer in an amount not to exceed \$2,000.

#### 6. **Breach by Seller**

6.01 Buyer's Rights in the Event of Breach by Seller. If Seller fails to fully and timely perform any of its obligations under this Contract or fails to consummate the sale of the Property for any reason (except for Buyer's default), Buyer will have the right to:

- (A) Enforce specific performance of this Contract; or
- (B) Request that the Escrow Deposit, if any, will be returned by the Title Company to Buyer.

#### 7. **Breach by Buyer**

7.01 Seller's Rights in the Event of Breach by Buyer. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Buyer's obligations set forth herein having been satisfied and Buyer 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 Buyer 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 \$2,000 as liquidated damages for any failure by Buyer.

#### 8. **Miscellaneous Provisions**

8.01 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.



8.02 Notice. 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 Buyer, as the case may be, at the address set forth in the signature block below.

8.03 Texas Law to Apply. 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.

8.04 Parties Bound. 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.

8.05 Legal Construction. In case any one or more of the provisions contained in this Contract may for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Contract will be construed as if the invalid, illegal, or unenforceable provision had never existed.

8.06 Prior Contracts Superseded. 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 of this Contract.

8.07 Time of Essence. Time is of the essence in this Contract.

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

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

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

8.11 Counterparts. 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.

8.12 Signature Warranty Clause. The signatories to this contract represent and warrant that they have the authority to execute this Contract on behalf of Seller and Buyer, respectively.

The parties are signing this Contract on the dates indicated.

*(signature page follows)*

SELLER:

MFT-The Creek, LLC  
a Texas limited liability company

By: 

Its: MANAGER

Date: 5-22-17

Address: 3145 CINCHA DE TIERRA  
ENCINITAS, CA 92024

BUYER:

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 221 East Main Street  
Round Rock, Texas 78664

County: Williamson  
Parcel: PARCEL 3 (MFT-The Creek)  
Project: Heritage Trail

Page 1 of 3  
January 18, 2016

EXHIBIT **A**  
PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 0.592 ACRE (25,778 SQUARE FOOT), TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 11.6049 ACRE TRACT OF LAND CONVEYED TO MFT-THE CREEK, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2012092901 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.592 ACRE (25,778 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point in the westerly boundary line of said 11.6049, same being in the easterly boundary line of that called 30.34 acre tract of land conveyed to the City of Round Rock by instrument recorded in Document No. 2001040257 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod found, being the northwesterly corner of said 11.6049 acre tract, same being the northeasterly corner of said 30.34 acre tract in the existing southerly Right-of-Way (R.O.W.) of State Highway (S.H.) 79 (variable width R.O.W.) bears N 03°07'26" W at a distance of 87.56 feet;

**THENCE**, departing the boundary line of said 30.34 acre tract, through the interior of said 11.6049 acre tract, the following six (6) courses:

- 1) Along a curve to the right, having a delta angle of 08°10'08", a radius of 375.00 feet, an arc length of 53.46 feet and a chord which bears, S 81°47'06" E for a distance of 53.42 feet to a calculated point of reverse-curvature;
- 2) Along a curve to the left, having a delta angle of 36°18'20", a radius of 125.00 feet, an arc length of 79.21 feet and a chord which bears N 84°08'48" E, for a distance of 77.89 feet to a calculated point of reverse-curvature
- 3) Along a curve to the right, having a delta angle of 38°45'48", a radius of 125.00 feet, an arc length of 84.57 feet and a chord which bears N 85°22'32" E, for a distance of 82.96 feet to a calculated point of tangency;
- 4) S 75°14'34" E for a distance of 164.32 feet to a calculated point of curvature to the left;
- 5) Along said curve to the left, having a delta angle of 18°25'55", a radius of 175.00 feet, an arc length of 56.30 feet and a chord which bears, S 84°27'31" E for a distance of 56.05 feet to a calculated point of tangency;
- 6) N 86°19'32" E for a distance of 69.65 feet, to a calculated point in the easterly boundary line of said 11.6049 acre tract, same being in the westerly boundary line of Lot 1, Block A, Opus Subdivision, a subdivision of record in Cabinet Q, Slide 41-42 of the Plat Records of Williamson County, Texas for the northeasterly corner of the herein described tract;

**THENCE**, with the common boundary line of said 11.6049 acre tract and said Lot 1, Block A, the following two (2) courses:

- 7) S 50°24'47" E for a distance of 0.25 feet to a calculated angle point;
- 8) S 20°47'38" E for a distance of 52.93 feet to a calculated point, for the southeasterly corner of the herein described tract, and from which a 1/2" iron rod found, being an angle point in said common boundary line bears S 20°47'38" E at a distance of 10.91 feet;

**THENCE**, departing said Lot 1 boundary line, through the interior of said 11.6049 acre tract, the following seven (7) courses:

- 9) N 59°23'32" W, for a distance of 1.35 feet to a calculated angle point;
- 10) S 86°19'32" W, for a distance of 84.29 feet to a calculated point of curvature to the right;
- 11) Along said curve to the right, having a delta angle of 18°25'55", a radius of 225.00 feet, an arc length of 72.38 feet and a chord which bears, N 84°27'31" W for a distance of 72.07 feet to a calculated point of tangency;
- 12) N 75°14'34" W, for a distance of 164.32 feet to a calculated point of curvature to the left;
- 13) Along said curve to the left, having a delta angle of 38°45'48", a radius of 75.00 feet, an arc length of 50.74 feet and a chord which bears, S 85°22'32" W for a distance of 49.78 feet to a calculated point of reverse-curvature;
- 14) Along a curve to the right, having a delta angle of 36°18'20", a radius of 175.00 feet, an arc length of 110.89 feet and a chord which bears, S 84°08'48" W for a distance of 109.04 feet to a calculated point of reverse-curvature;



County: Williamson  
Parcel: Parcel 3 (MFT-The Creek)  
Project: Heritage Trail

Page 2 of 3  
January 18, 2016

- 15) Along a curve to the left, having a delta angle of  $07^{\circ}02'43''$ , a radius of 325.00 feet, an arc length of 39.96 feet and a chord which bears,  $N 81^{\circ}13'24'' W$  for a distance of 39.94 feet, to a calculated point in the westerly boundary line of said 11.6049 acre tract, same being in said easterly boundary line of said 30.34 acre tract for the southwesterly corner of the herein described tract;
- 16) THENCE, with said common boundary line,  $N 03^{\circ}07'26'' W$ , for a distance of 50.47 feet to the POINT OF BEGINNING, containing 0.592 acres, (25,778 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, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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.

*Lawrence M. Russo*  
\_\_\_\_\_  
Lawrence M. Russo

Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*02/05/2016*  
\_\_\_\_\_  
Date

S:/\_CORR-PROJECTS/PARKS & REC/HERITAGE TRAIL/PARCELS/MFT-THE CREEK PARCEL 3.DOC

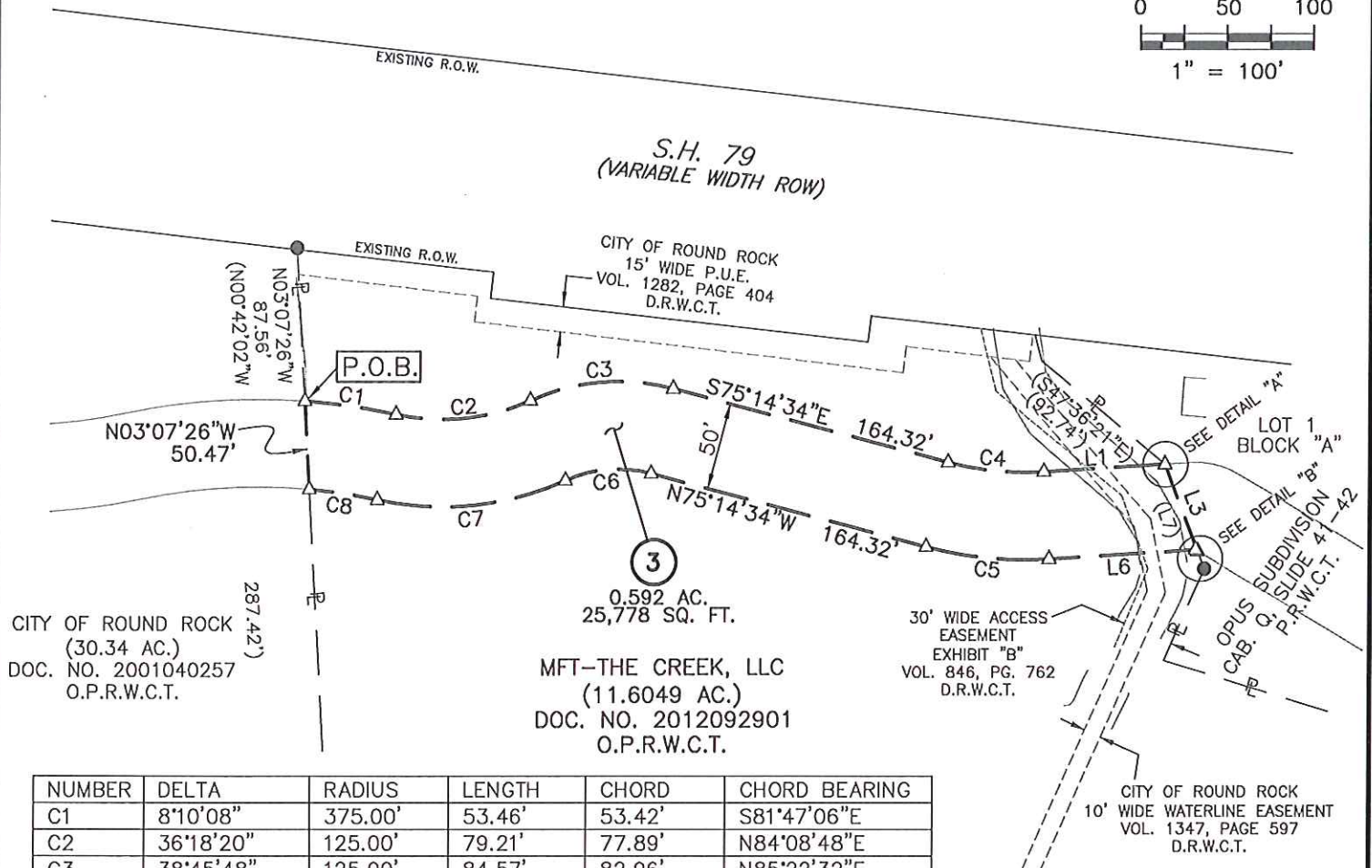
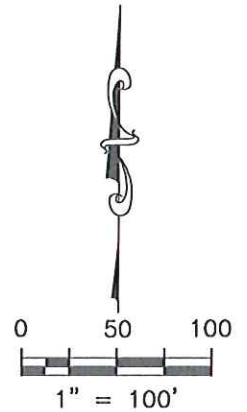




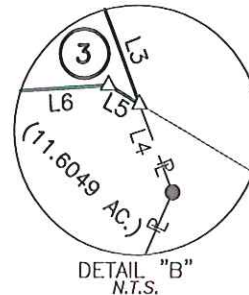
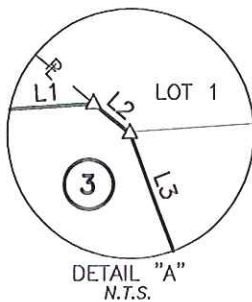
# EXHIBIT A PLAT TO ACCOMPANY DESCRIPTION

NO.	BEARING	DISTANCE
L1	N86°19'32"E	69.65'
L2	S50°24'47"E	0.25'
L3	S20°47'38"E	52.93'
L4	S20°47'38"E	10.91'
L5	N59°23'32"W	1.35'
L6	S86°19'32"W	84.29'
(L7)	(S18°08'22"E)	(63.86')

*P.A. HOLDER SURVEY  
ABSTRACT NO. 297*



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	8°10'08"	375.00'	53.46'	53.42'	S81°47'06"E
C2	36°18'20"	125.00'	79.21'	77.89'	N84°08'48"E
C3	38°45'48"	125.00'	84.57'	82.96'	N85°22'32"E
C4	18°25'55"	175.00'	56.30'	56.05'	S84°27'31"E
C5	18°25'55"	225.00'	72.38'	72.07'	N84°27'31"W
C6	38°45'48"	75.00'	50.74'	49.78'	S85°22'32"W
C7	36°18'20"	175.00'	110.89'	109.04'	S84°08'48"W
C8	7°02'43"	325.00'	39.96'	39.94'	N81°13'24"W



**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 3  
EASEMENT  
0.592 ACRES  
25,778 SQUARE FEET**

## PLAT TO ACCOMPANY DESCRIPTION

## LEGEND

⊙	IRON ROD WITH CAP FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND UNLESS NOTED	P.U.E.	PUBLIC UTILITY EASEMENT
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
ℙ	PROPERTY LINE	( )	RECORD INFORMATION
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS		
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS		
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS		

## NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE. DISTANCES ARE SURFACE DISTANCES.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

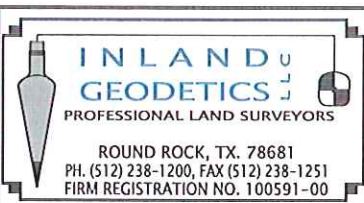
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*Lawrence M. Russo* 02/05/2016  
 LAWRENCE M. RUSSO DATE

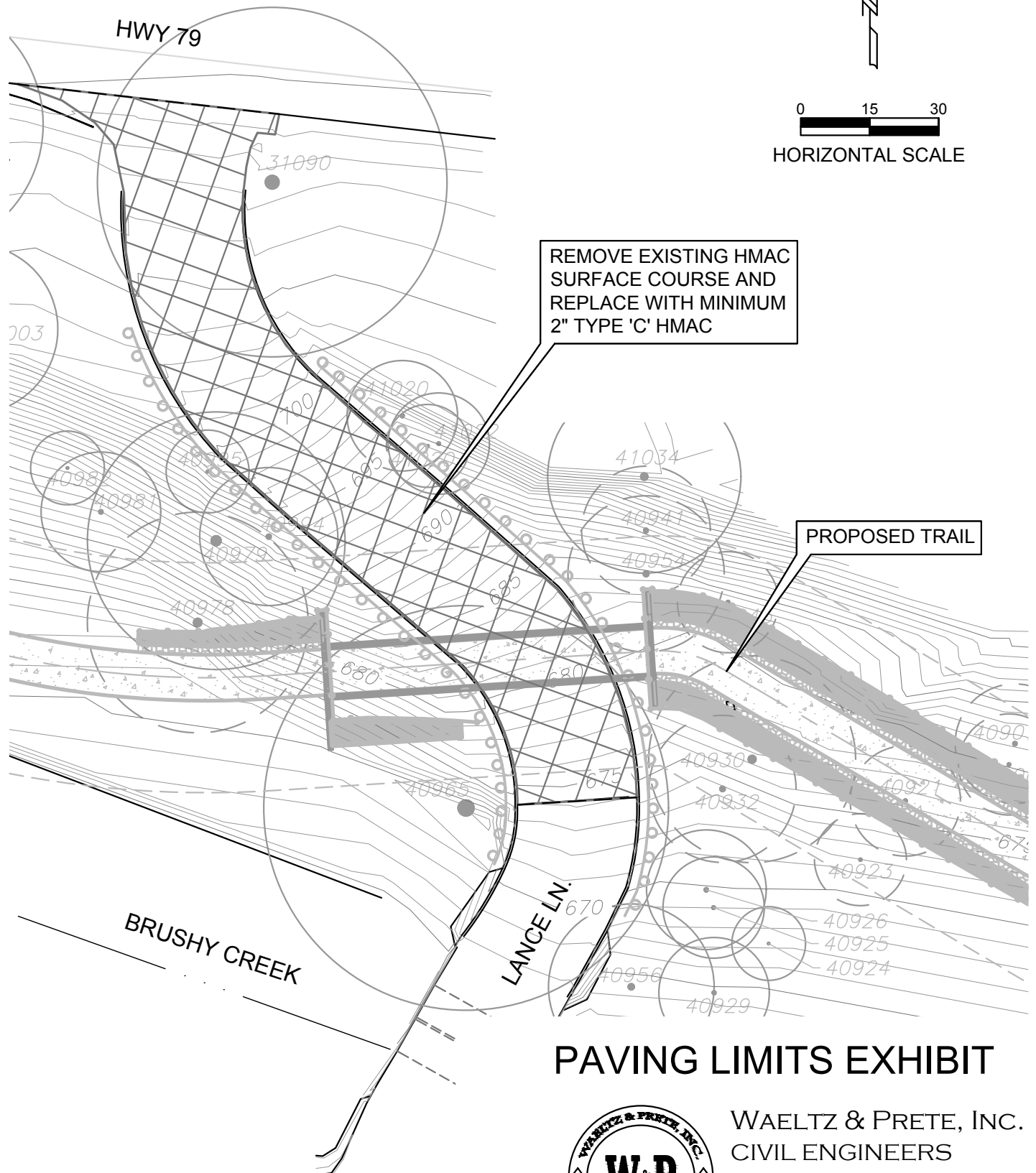
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
 INLAND GEODETICS, LLC  
 FIRM REGISTRATION NO. 100591-00  
 1504 CHISHOLM TRAIL ROAD, SUITE 103  
 ROUND ROCK, TEXAS 78681



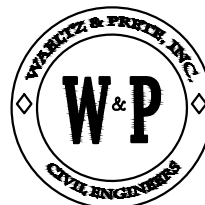
PARCEL 3  
 EASEMENT  
 0.592 ACRES  
 25,778 SQUARE FEET



# EXHIBIT "B"



## PAVING LIMITS EXHIBIT



WAELTZ & PRETE, INC.  
CIVIL ENGINEERS

3000 JOE DIMAGGIO BLVD. #72  
ROUND ROCK, TX. 78665  
PH (512) 505-8953  
FIRM TX. REG. #F-10308

ALL INFORMATION FURNISHED REGARDING THIS PROPERTY IS FROM SOURCES DEEMED RELIABLE. HOWEVER, WAELTZ & PRETE, INC. HAS NOT INDEPENDENTLY VERIFIED ANY OF THESE SOURCES. NO WARRANTY OR GUARANTEE IS MADE BY WAELTZ & PRETE, INC. AS TO THE ACCURACY. THE INFORMATION SHOWN IS CONCEPTUAL IN NATURE AND DOES NOT REPRESENT ANY REGULATORY APPROVAL.

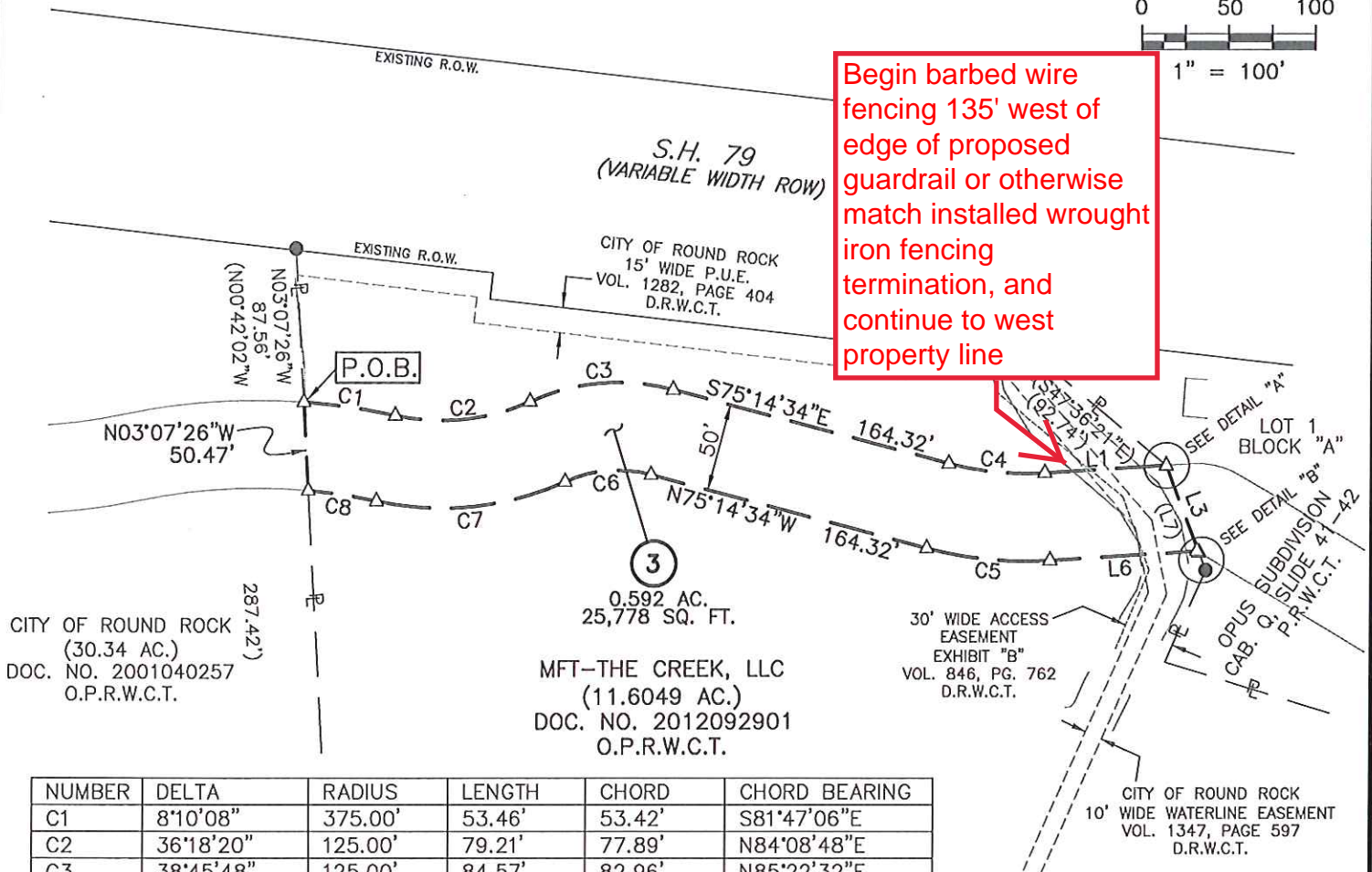
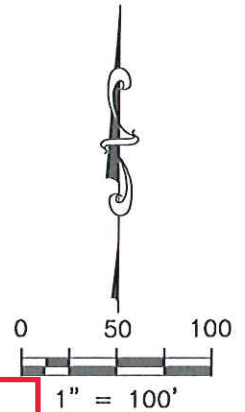


# EXHIBIT C (Page 1 of 2)

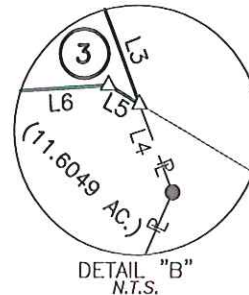
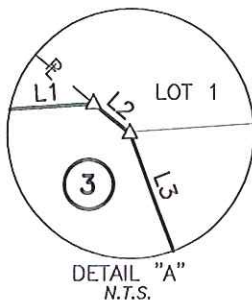
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*P.A. HOLDER SURVEY  
ABSTRACT NO. 297*

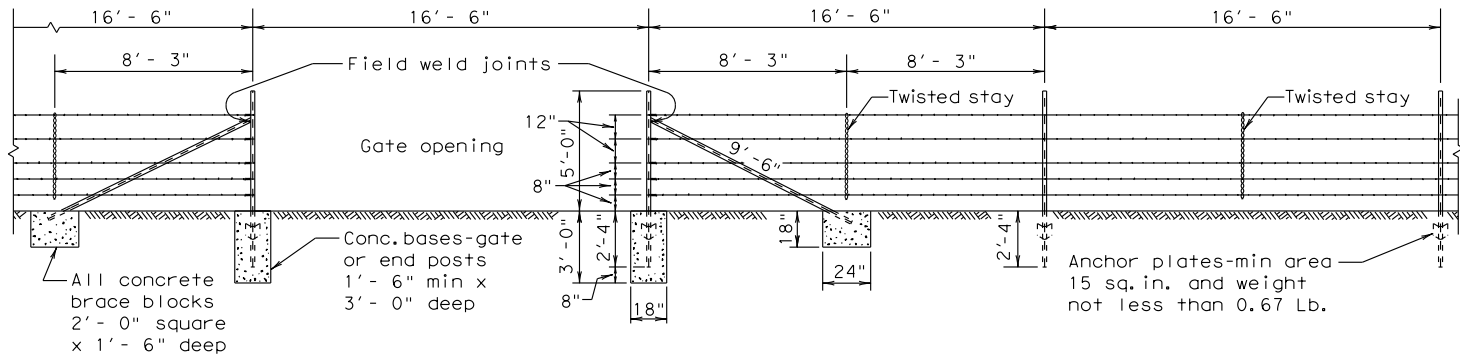


NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
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C8	7°02'43"	325.00'	39.96'	39.94'	N81°13'24"W



DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:  
FILE:

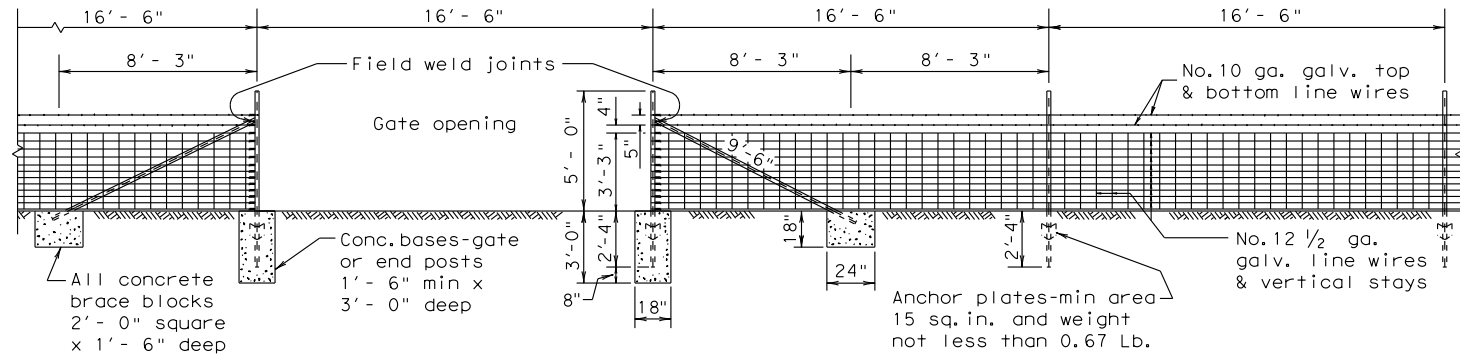


**SECTION GALVANIZED BARBED WIRE FENCE WITH METAL POSTS**

BRACING DETAIL USED AT ENDS AND GATES

**TYPE "C" FENCE**

(See General Note 8)



**SECTION GALVANIZED WOVEN WIRE FENCE WITH METAL POSTS**

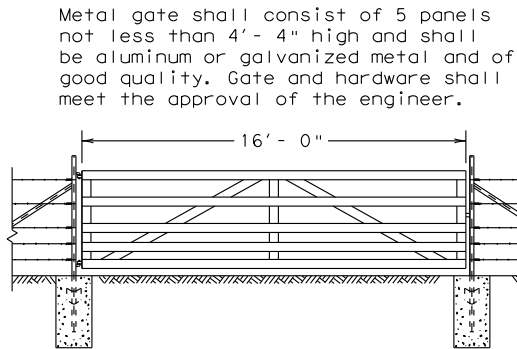
BRACING DETAIL USED AT ENDS AND GATES

**TYPE "D" FENCE**

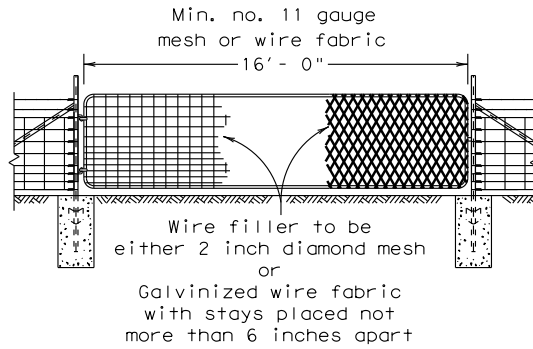
(See General Note 8)

**GENERAL NOTES**

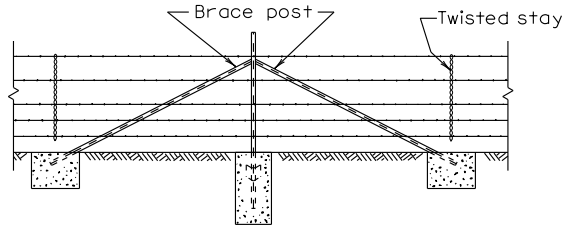
- Any high point which interferes with the placing of wire mesh shall be excavated to provide a 2 inch clearance.
  - Latches for Type 1 and Type 2 gates shall be good commercial quality and design latch of the spring, fork or chain type. All latches shall be suitable to the gate and shall be approved by the Engineer.
  - Hinges for Type 2 gates shall be a commercial design approved by the Engineer suitable for post and gate.
  - Concrete shall be of the design and consistency approved by the Engineer and shall contain not less than 4 sacks of cement per cubic yard. Concrete footings are to be crowned at the top to shed water.
  - Steel anchor plates shall be of a design and thickness sufficient to prevent turning of the post in firm soil.
  - Steel pipe end posts, corner and pull posts shall be a minimum of 2" Std. pipe (2.375" O.D., 0.154" wall thickness) with a 1/4" Std. pipe brace (1.660" O.D., 0.140" wall thickness), with a 2"x2"x1/4" angle, or other as approved by the Engineer. Fasteners for securing barbed wire or woven wire fence to metal posts shall be a minimum of 11 gauge galvanized steel wire. Tubular posts shall be fitted with water malleable iron caps.
  - If Steel pipe is used for posts and braces, use standard pipe in accordance with ASTM A 53, Class B or A 501. For T-Posts use steel that meets ASTM A 702. Metal line posts shall be not less than 6'-6" in length and shall weigh not less than (1.33 lbs./lin.ft.). These items shall be in accordance with Item 552, "Wire Fence."
  - Barbed Wire shall be in accordance with ASTM A 121, Class 1 Design designation 12-2-4-1 4R or 12-2-5-1 4R, or as approved by the Engineer.
- Woven Wire Fence (Type D) shall be in accordance with ASTM A 116, Class 1 No. 12-1/2 Grade 60 (See Table 1 ASTM A 116) to the height and design shown on the plans, or as approved by the Engineer.
- The location of gates and corner posts will be as indicated elsewhere in these plans.



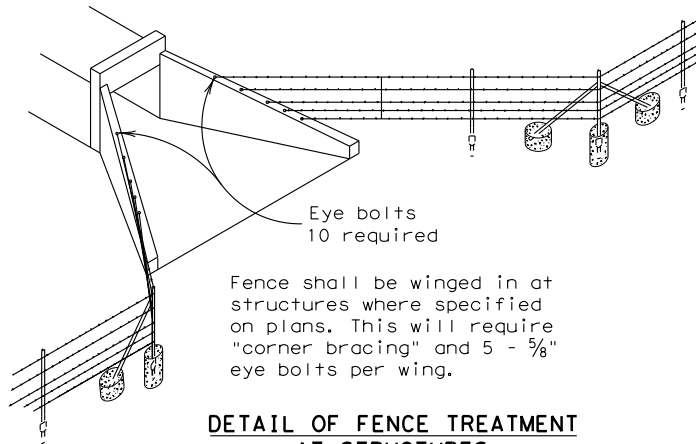
**DETAIL TYPE 1 GATE**



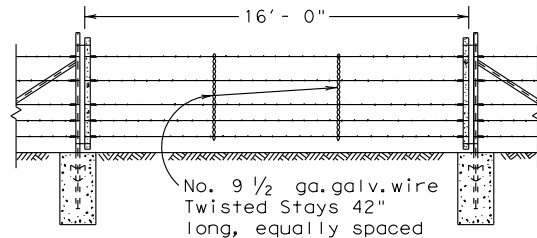
**DETAIL TYPE 2 GATE**



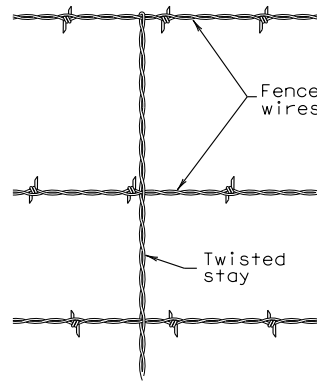
**CORNER OR PULL POST ASSEMBLY**



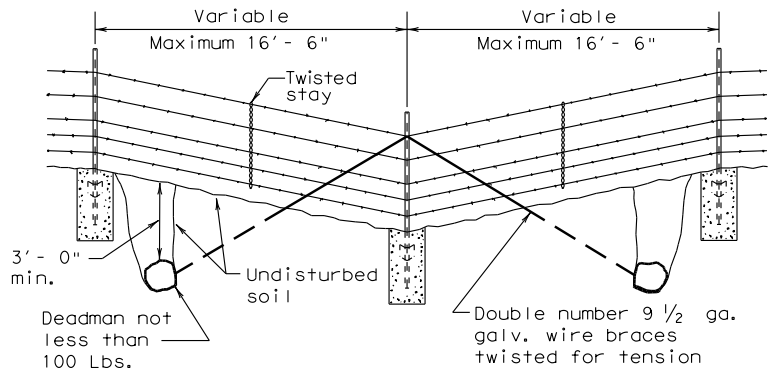
**DETAIL OF FENCE TREATMENT AT STRUCTURES**



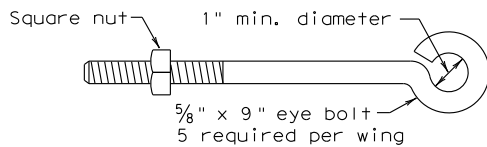
**DETAIL TYPE 3 GATE**




**DETAIL OF STAY (Barbed Wire Fence)**



**DETAIL OF FENCE SAG**



**DETAIL OF EYE BOLT**

 <i>Texas Department of Transportation</i>				<i>Design Division Standard</i>	
<b>BARBED WIRE AND WOVEN WIRE FENCE (STEEL POSTS)</b>					
<b>WF (2) - 10</b>					
FILE: wf210.dgn		DN: TxDOT	CK: AM	DW: VP	CK:
© TxDOT 1996		CONT	SECT	JOB	HIGHWAY
REVISIONS		DIST		COUNTY	SHEET NO.

# EXHIBIT "D"

## TRAIL EASEMENT

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That MFT-THE CREEK, LLC, 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 home-rule municipality 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 public trail easement, for the benefit of the general public, in the form of recreational trails over and across the below-described property, for use by the public for the purpose of walking, running, hiking, bicycling, or traversing over, upon and across, and otherwise using such trails; together with the express right to construct such recreational trails and associated facilities and maintain the easement area by clearing and removing vegetation, silt and debris therefrom, in, upon, over, under, above and across the below-described property:

All of that certain 0.592 acre (25,778 Sq. Ft.) tract of land 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 3**) (the "Easement")

The perpetual easement, rights-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 recreational trail facilities, public trail materials and related appurtenances, equipment and signage.

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



The easements, rights and privileges granted herein are exclusive, and Grantor covenants that they will not convey any future easement or conflicting rights within the premises covered by this grant, unless otherwise specified herein, 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 of the easement to determine the effect, if any, on the facilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) City Engineer at 2008 Enterprise Drive, Round Rock, Texas 78664. Following receipt of such notice, the City of Round Rock shall have ten (10) days in which to respond in writing granting consent, conditioning consent upon reasonable safeguards, or denying consent.

Grantor reserves the right to grant additional easements for utility use across the Easement, but not longitudinally over the Easement, provided (1) crossings are made at not less than approximate 45° angle to the trail facilities; (2) sufficient clearance between facilities is maintained; and (3) such construction does not interfere with the access to, or with the operation, maintenance and safety of the Grantee's trail facilities, as reasonably determined by Grantee. If approval by City of Round Rock is required, then such approval shall not be unreasonably withheld.

Grantor further grants to Grantee:

- (a) the right to grade the Easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the easement to such extent as Grantee may find reasonably necessary;
- (b) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement and to trim and to cut down and clear away any trees on either side of the Easement which now or hereafter in the opinion of Grantee may be a hazard to any of the facilities, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder, provided, however, that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be removed by Grantee;
- (c) the right to mark the location of the Easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the Easement;

Grantee hereby covenants and agrees:

- (a) 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;
- (b) 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.

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. 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 easements; 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 easements.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said facilities, all upon the condition that Grantee will at all times after doing work in connection with the construction or repair of said facilities restore the surface of said premises as nearly as is reasonably possible to the condition in which the same was in before the work was undertaken, considering the uses and purposes of the rights granted herein.

Grantor hereby dedicates the Easement as a trail easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby itself, and its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, when the claim is by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

*[signature pages follow]*

GRANTOR:  
MFT-The Creek, LLC

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2017, by \_\_\_\_\_, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public, State of Texas

**After recording please return to:**

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



**Consent and Subordination by Lienholder**

Federal National Mortgage Association a/k/a Fannie Mae, as the holder of liens and encumbrances against the Property which is subject to the foregoing easement (the "Easement"), such lien evidenced by Deed of Trust recorded in Document No. 2012092901 of the Official Public Records of Williamson County, Texas, and Assignment of Security Instrument recorded in Document No. 2012092904 of the Official Records of Williamson County, Texas, hereby consents to the above grant of the Easement, including the terms and conditions of the grant and hereby subordinates its liens and encumbrances to the rights and interests of the Grantee under the Easement, so that a foreclosure of the liens and encumbrances will not extinguish the rights and interests of said Grantee.

Federal National Mortgage Association  
a/k/a Fannie Mae

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of the Federal National Mortgage Association a/k/a Fannie Mae, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_