

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between FRANK E. MARTIN, III, Independent Executor of the Estate of Ardelia Ellen Stark Martin, (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 0.256 acre (11,162 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 19**); and

Public Utility Easement interest in and across all of that certain 0.058 acre (2,509 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.058 acre tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 19PUE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", or bisected by the acquisition and 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 fee simple portion of the Property described in Exhibit "A", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of TWO HUNDRED SIX THOUSAND FOUR HUNDRED FORTY-FIVE and 00/100 Dollars (\$206,445.00).

2.02. The Purchase Price for the public utility easement interest portion of the Property described in Exhibit "B" shall be the sum of SEVEN THOUSAND and 00/100 Dollars (\$7,000.00).

Payment of Purchase Price

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

Special Provisions

2.04. By execution of this Contract, Seller consents and agrees that Purchaser shall be allowed to temporarily enter the remaining property of Seller for the sole purpose of removing any bisected improvement(s) acquired or damaged by the City of Round Rock or TxDoT.

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 August 30th, 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 Public Utility Easement conveying such interest to all of the Property 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 Public Utility Easement 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.

SELLER:

Frank E Martin III
Frank E. Martin III, Independent Executor
of the Estate of Ardalía Ellen Stark Martin

Address: 8514 Cele Road
Manor, Texas 78653

Date: 29 JUN 17

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, 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 19

DESCRIPTION OF A 0.256 ACRE (11,162 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO ARDALIA E. MARTIN, TRUSTEE BY INSTRUMENT RECORDED IN VOLUME 1259 PAGE 83 OF THE DEED RECORDS OF WILLIMSON COUNTY, TEXAS, SAID 0.256 ACRE (11,162 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a ½" iron rod found being the northwesterly corner of Lot 2 of said subdivision, being the existing easterly right-of-way (ROW) line of Brentwood St. (ROW width varies), same being the southwesterly corner of said Lot 1, 218.87 feet right of proposed R.M. 620 baseline station 492+20.82;

THENCE with the westerly boundary line of said Lot 1 and said existing easterly ROW line N 07°30'27" W at a distance of 73.11 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 150.53 feet right of proposed R.M. 620 baseline station 491+93.02, 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;

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

- 1) **N 07°30'27" W** for a distance of **41.79** feet to calculated point being an angle point in the herein described parcel;
- 2) **N 18°22'33" E** for a distance of **40.83** feet the to a calculated point being the northwesterly corner of said Lot 1, same being the point of intersection of said Brentwood St. and the existing curving southerly ROW line of R.M. 620 (ROW width varies), for the northwesterly corner of the herein described parcel;

THENCE departing the existing easterly ROW line of said Brentwood St., with said existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 1, the following two (2) courses:

- 3) Along a curve to the left, having a delta angle of **09°54'21"**, a radius of **766.20** feet, an arc length of **132.47** feet, and a chord which bears **S 75°50'03" E** for a distance of **132.30** feet to a calculated point of non-tangency;
- 4) **S 76°35'17" E** for a distance of **31.68** feet to a calculated point, being the northeasterly corner of said Lot 1, same being an angle point is said southerly ROW line, for the northeasterly corner of the herein described parcel;

- 5) **THENCE** with said existing southerly ROW line of R.M. 620, same being the easterly boundary line of said Lot 1, **S 01°55'58" E** at a distance of 10.00 feet pass a iron rod found with aluminum cap, being the northwesterly corner of Lot 1 of The Commons subdivision recorded in Cabinet G, Slide 81 of the Plat Records of Williamson County Texas and conveyed to the City of Round Rock, Texas, by instrument recorded in Document No. 2012099041 of the Official Public Records of Williamson County, Texas, departing said existing southerly ROW line of R.M. 620, with the common boundary line of said Lot 1 (The Commons subdivision), and said Lot 1 (The Little Oak Addition subdivision) and continuing for a total distance of **68.57** feet to a ½" iron rod with TxDOT aluminum cap set, 134.41 feet right of proposed R.M. 620 baseline station 493+72.56, being said proposed curving southerly ROW line of R.M. 620, for the southeasterly corner of the herein described parcel, and from which a ½" iron rod stamped "Inland 4933" set, being the northeasterly corner of said Lot 2, same being the southeasterly corner of said Lot 1 bears **S 01°55'58" E** at a distance of 21.43 feet;

THENCE, departing the westerly boundary line of said Lot 1 (The Commons subdivision), with said proposed southerly ROW line of R.M. 620, through the interior of said Lot 1 (The Little Oak Addition subdivision) the following three (3) courses:

- 6) Along a curve to the left, having a delta angle of **03°50'33"**, a radius of **1976.00** feet, an arc length of **132.52** feet, and a chord which bears **N 75°46'51" W** for a distance of **132.50** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 136.81 feet right of proposed R.M. 620 baseline station 492+33.33, for a point of tangency of the herein described parcel;
- 7) **N 77°42'08" W** for a distance of **25.54** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 137.37 feet right of proposed R.M. 620 baseline station 492+06.49, for an angle point of the herein described parcel;
- 8) **S 57°17'52" W** for a distance of **18.34** feet to the **POINT OF BEGINNING**, containing 0.256 acres (11,162 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
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

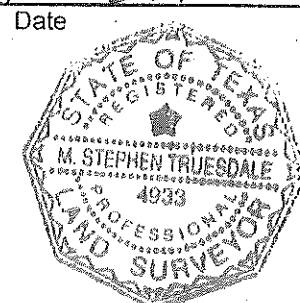


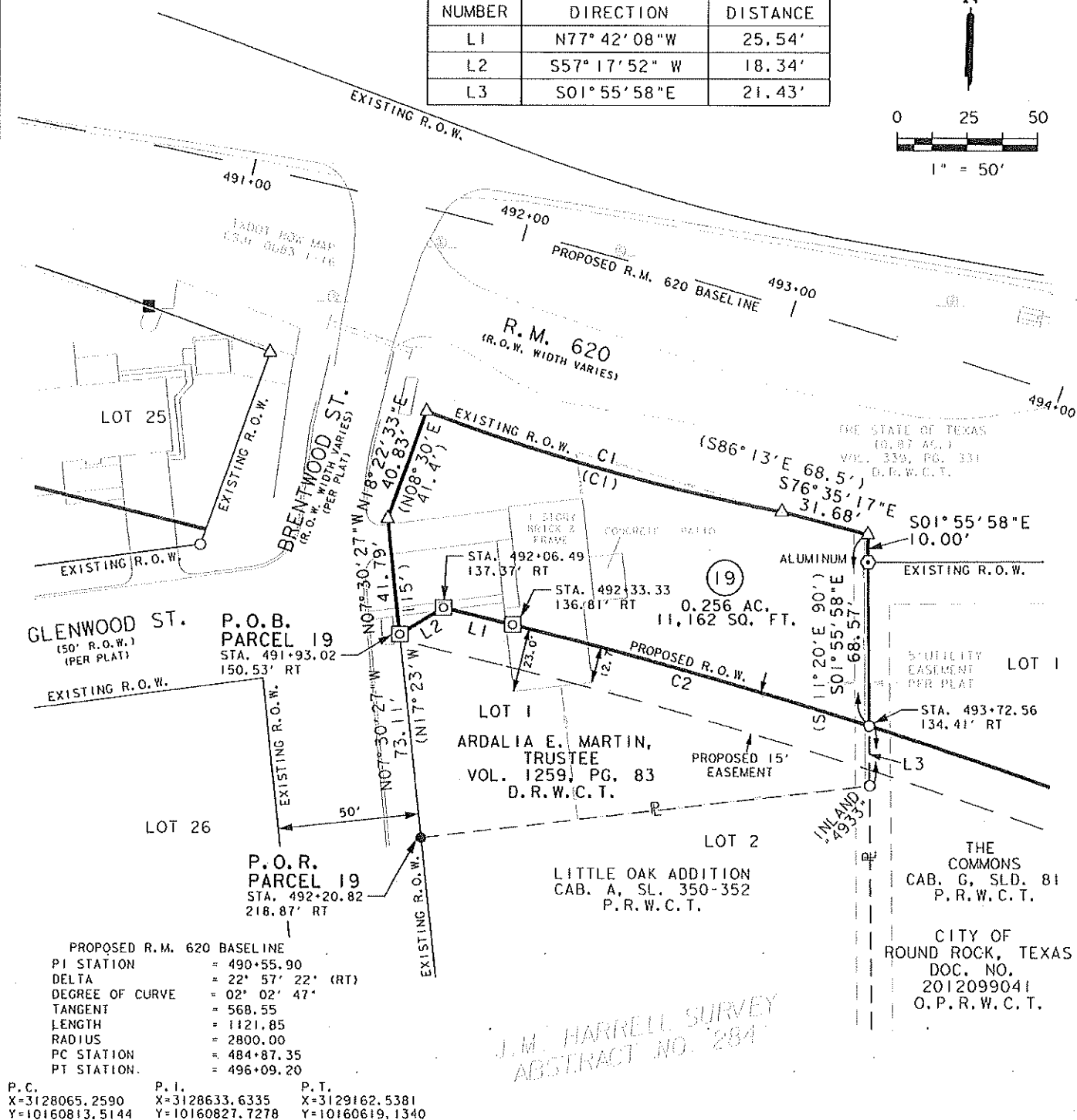
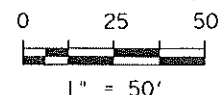
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 12/04/15
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	09° 54' 21"	766.20'	132.47'	132.30'	S75° 50' 03"E
(C1)			(95.2')		(S84° 56"E)
C2	03° 50' 33"	1976.00'	132.52'	132.50'	N75° 46' 51"W

NUMBER	DIRECTION	DISTANCE
L1	N77° 42' 08"W	25.54'
L2	S57° 17' 52" W	18.34'
L3	S01° 55' 58"E	21.43'



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

INLAND U
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
ARDALIA E. MARTIN, TRUSTEE

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



PARCEL 19

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
ℙ	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.

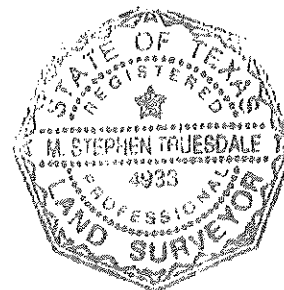
THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1029, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 21, 2014, ISSUE DATE JANUARY 30, 2014.

- 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.

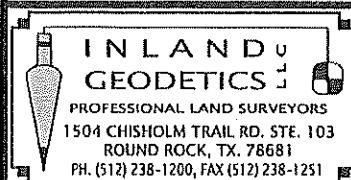
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

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	0.256	11,162
CALC/DEED AREA	0.461	20,072
REMAINDER AREA	0.205	8,910



PARCEL PLAT SHOWING PROPERTY OF
ARDALIA E. MARTIN, TRUSTEE

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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PARCEL 19

EXHIBIT **B**

Page 1 of 4

County: Williamson
Parcel : 19-E
Highway: R. M. 620

PROPERTY DESCRIPTION FOR PARCEL 19-E

DESCRIPTION OF A 0.058 ACRE (2,509 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 OF THE LITTLE OAK ADDITION SUBDIVISION RECORDED IN CABINET A, SLIDES 350-352 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND CONVEYED TO ARDALIA E. MARTIN, TRUSTEE BY INSTRUMENT RECORDED IN VOLUME 1259 PAGE 83 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.058 ACRE (2,509 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 150.53 feet right of proposed R.M. 620 baseline station 491+93.02, being the proposed southerly ROW line of R.M. 620 (ROW width varies), being the existing easterly right-of-way (ROW) line of Brentwood St. (50' ROW width), same being the westerly boundary line of said Lot 1, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said easterly ROW line of Brentwood St., through the interior of said Lot 1, with said proposed southerly ROW line, the following three (3) courses:

- 1) **N 57°17'52" E** for a distance of **18.34** feet to ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 137.37 feet right of proposed R.M. 620 baseline station 492+06.49, for an angle point of the herein described tract;
- 2) **S 77°42'08" E** for a distance of **25.54** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 136.81 feet right of proposed R.M. 620 baseline station 492+33.33, for a point of curvature to the right of the herein described tract;
- 3) Along said curve to the right, having a delta angle of **03°50'33"**, a radius of **1976.00** feet, an arc length of **132.52** feet, and a chord which bears **S 75°46'51" E** for a distance of **132.50** feet to a ½" iron rod with TxDOT aluminum cap set, 134.41 feet right of proposed R.M. 620 baseline station 493+72.56, being the westerly boundary line of Lot 1 of The Commons subdivision recorded in Cabinet G, Slide 81 of the Plat Records of Williamson County Texas, same being the easterly boundary line of said Lot 1 (Little Oak Addition subdivision), for the most northeasterly corner of the herein described tract;
- 4) **THENCE**, departing said proposed southerly ROW line of R.M. 620, with the common boundary line of said Lot 1 (The Commons subdivision) and Lot 1 (Little Oak Addition subdivision), **S 01°55'58" E** for a distance of **15.78** feet to a calculated point, for the most southeasterly corner of the herein described tract;

THENCE, departing the westerly boundary line of said Lot 1 (The Commons subdivision), through the interior of said Lot 1 (Little Oak Addition subdivision) the following two (2) courses:

- 5) Along a curve to the left, having a delta angle of $03^{\circ}59'08''$, a radius of 1,961.00 feet, an arc length of 136.41 feet, and a chord which bears $N 75^{\circ}42'33'' W$ for a distance of 136.38 feet to a calculated point of tangency;
- 6) $N 77^{\circ}42'08'' W$ for a distance of 37.78 feet to a calculated point, being the westerly boundary line of said Lot 1, (Little Oak Addition subdivision), same being the easterly ROW line of said Brentwood St., for the southwesterly corner of the herein described tract and from which a $\frac{1}{2}$ " iron rod found, being the northwesterly corner of Lot 2 of said Little Oak Addition subdivision, same being the southwesterly corner of said Lot 1 (Little Oak Addition subdivision) bears $S 07^{\circ}30'27'' E$ at a distance of 73.11 feet;
- 7) **THENCE**, with the existing easterly ROW line of said Brentwood St., same being the westerly boundary line of said Lot 1 (Little Oak Addition subdivision), $N 07^{\circ}30'27'' W$ for a distance of 2.16 feet to the **POINT OF BEGINNING**, containing 0.058 acres (2,509 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
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

20 MAY 2014
Date

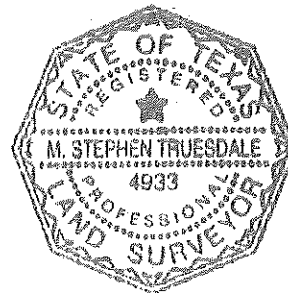


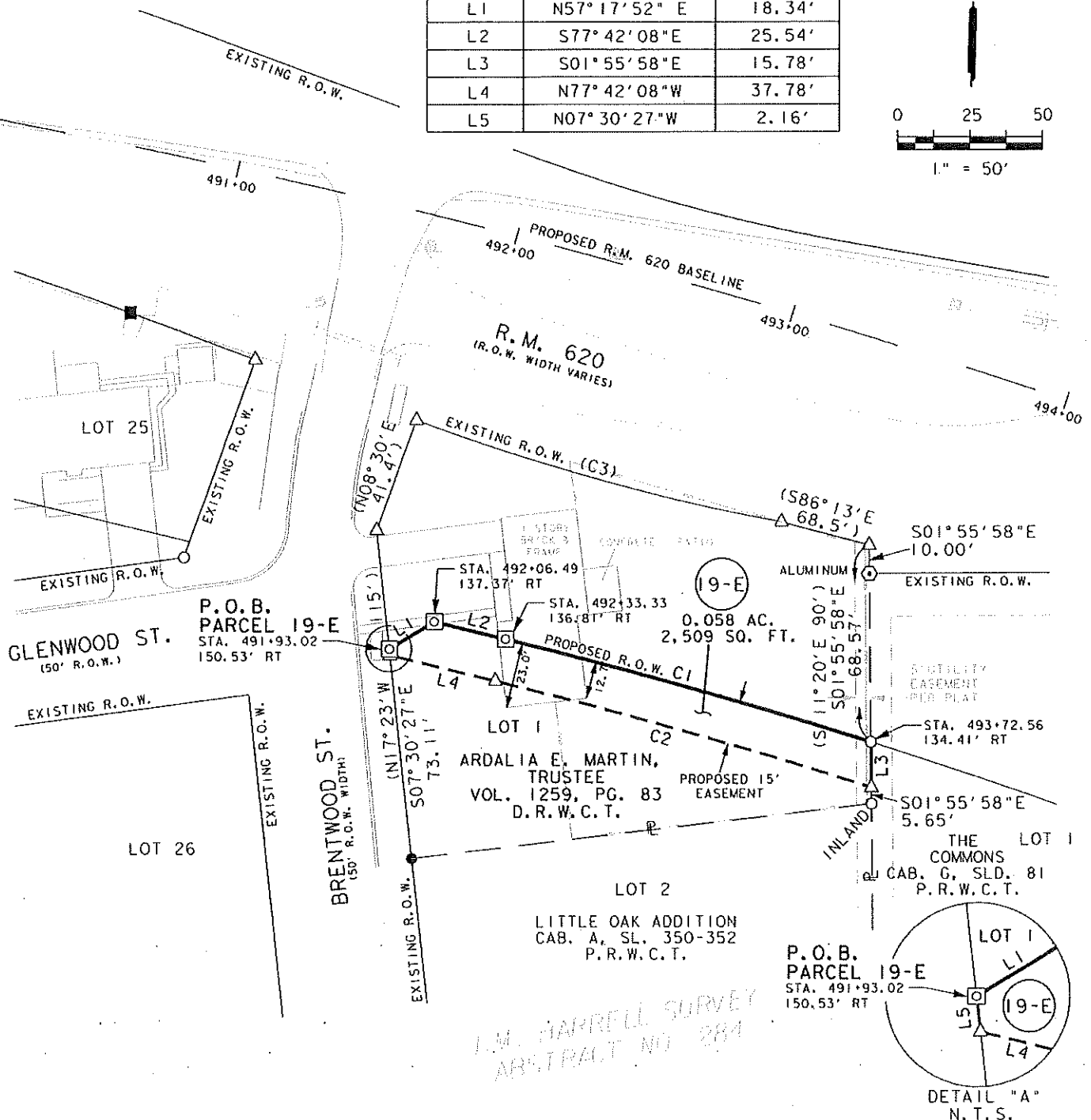
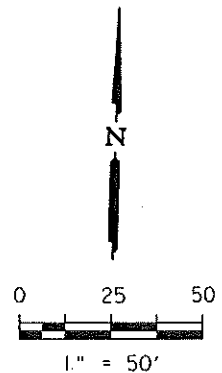
EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/01/14
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03° 50' 33"	1976.00'	132.52'	132.50'	S75° 46' 51" E
(C3)			(95.2')		(S84° 56" E)
C2	03° 59' 08"	1961.00'	136.41'	136.38'	N75° 42' 33" W

NUMBER	DIRECTION	DISTANCE
L1	N57° 17' 52" E	18.34'
L2	S77° 42' 08" E	25.54'
L3	S01° 55' 58" E	15.78'
L4	N77° 42' 08" W	37.78'
L5	N07° 30' 27" W	2.16'



**INLAND U
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
ARDALIA E. MARTIN, TRUSTEE

Texas Department of Transportation
© 2003

SCALE	CSJ #	PROJECT	COUNTY
1" = 50'		RM 620	WILLIAMSON

PARCEL 19-E

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/01/14
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℓ	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
ℓ	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. 9691-14-1029, 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.

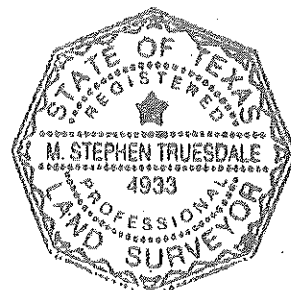
F. AN ELECTRIC TRANSMISSION AND /OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT FILED UNDER VOLUME 299, PAGE 385, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.


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 20 MAY 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:






**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
ARDALIA E. MARTIN, TRUSTEE

SCALE 1" = 50'	CSJ #	PROJECT RM 620	COUNTY WILLIAMSON
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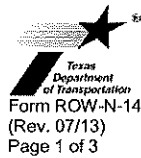


Texas Department of Transportation
© 2003

PARCEL 19-E

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 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.: 19

Grantor(s), whether one or more: FRANK E. MARTIN III, Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased

Grantor's Mailing Address (including county):

8514 Cele Road
Manor, Texas 78653
Travis, 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

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

And for the same consideration described above, and upon the same conditions, Grantor does hereby bargain, sell and convey unto the State of Texas that portion of the following improvements located on the remaining property out of which the above described premises were originally a portion, to wit: Brick Veneer Residence, Brick Veneer Garage.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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:

Frank E. Martin III, Independent Executor of the Estate of
Ardalia Ellen Stark Martin, Deceased

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
_____ by Frank E. Martin III, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

EXHIBIT "D"

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

That FRANK E. MARTIN III, Independent Executor of the Estate of Ardalia Ellen Stark Martin, Deceased, whose current address is 8514 Cele Road, Manor, Texas 78653, and his 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 (the "Property"), to-wit:

All of that certain 0.058 acre (2,509 SF) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (Parcel 19PUE).

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 shall have the additional right to temporarily enter upon the remaining property of Grantor if necessary for removing portions of any improvements which are bisected by the acquisition of the Property or otherwise acquired or damaged by Grantee, and for cutting any additional bisected or damaged improvements which are retained by Grantor at the line of bisection or as closely as possible thereto in order to maintain the structural integrity of the remaining improvement, and for no other purpose.

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 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.

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.

GRANTOR:

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2017, by Frank E. Martin III, in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas