

# EXHIBIT

## "A"

### REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROUND ROCK INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas (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**

1.01 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 those certain two parcels of land totaling 0.231 acre (10,086 square feet) of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5, Parts 1 & 2**); and

Public Utility Easement interest in and across all of that certain 0.320 acre (13,939 square feet) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 5 PUE**);

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 due to the acquisition, shall be the sum of SIXTY-ONE THOUSAND FOUR HUNDRED FIFTY and 00/100 Dollars (\$61,450.00).

2.02. The Purchase Price for the public utility easement interest portion of the Property described in Exhibit “B” shall be the sum of EIGHT THOUSAND SEVEN HUNDRED EIGHTY-TWO and 00/100 Dollars (\$8,782.00).

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, the Texas Department of Transportation (“TxDoT”), their agents, contractors and assigns shall be allowed to temporarily enter the remaining property of Seller so long as Purchaser and TxDOT do not disturb Seller’s educational mission, for the sole purpose of removing any bisected improvement(s) acquired or damaged by the City of Round Rock or TxDoT and repairing any damage to Seller’s property.

**ARTICLE III  
PURCHASER’S OBLIGATIONS**

Conditions to Purchaser’s Obligations

3.01. Intentionally deleted.

Miscellaneous Conditions

3.02. Intentionally deleted.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER AND PURCHASER**

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 March 30, 2018, 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 (TxDOT) a duly executed and acknowledged Special Warranty Deed ("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".

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 set forth in the Title Commitment, provided, however:

(a) The boundary and survey exceptions shall be deleted.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. Intentionally deleted.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid by the Purchaser, except that any attorney's fees shall be paid by the party incurring same.

**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 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, 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 \$2,000.00 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. Intentionally deleted.

#### 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: (1) the Round Rock City Council or City Manager, which date is indicated beneath the Mayor's or City Manager's signature below; and (2) the Board of Trustees of Round Rock Independent School District, whichever is later.

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:**

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

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

Address: 1311 Round Rock Avenue

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

Round Rock, Texas 78681

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

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

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

Address: 221 East Main St.

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

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 5 PART 1 & 2**

DESCRIPTION OF TWO PARCELS OF LAND TOTALING 0.231 ACRE (10,086 SQUARE FOOT) SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 BLOCK A OF THE FINAL PLAT OF RRISD HIGH SCHOOL #1 SUBDIVISION RECORDED IN DOCUMENT NO. 2010078363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN VOLUME 529, PAGE 264 AND VOLUME 529, PAGE 268 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.231 ACRE (10,086 SQUARE FOOT) PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED AS PART 1, CONTAINING 0.137 ACRE (5,979 SQUARE FEET) OF LAND AND PART 2 CONTAINING 0.094 ACRE (4,107 SQUARE FEET) OF LAND AND FUTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**PART 1 (0.137 ACRE 5,979 SQUARE FEET)**

**BEGINNING FOR REFERENCE**, at a ½" iron rod with TxDOT aluminum cap set, 96.82 feet right of proposed Ranch to Market (R.M.) 620 baseline station 470+51.36, being the existing southerly right-of-way (ROW) line of R.M. 620. (ROW width varies), being an angle point in the north boundary line of said Lot 1;

THENCE with the common boundary line of said existing ROW and said Lot 1, N 53°04'10" E for a distance of 24.81 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.37 feet right of proposed R.M. 620 baseline station 470+69.04, being in the proposed southerly ROW line of said 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 of R.M. 620, continuing with said existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 1 the following three (3) courses:

- 1) **N 53°04'10" E** for a distance of **16.92** feet to a point of curvature to the left, and from which a TxDOT Type I concrete monument found bears, N 80°23'11" W at distance of 0.52 feet;
- 2) Along said curve to the left, having a delta angle of **04°43'43"**, a radius of **3,878.37** feet, an arc length of **320.10** feet, and a chord which bears **S 79°16'55" E** for a distance of **320.00** feet to a calculated point of curvature to the left, and from which a ½" iron rod found with plastic cap bears, S 15°13'06" W at distance of 2.29 feet;
- 3) Along said curve to the left, having a delta angle of **11°25'05"**, a radius of **1,004.93** feet, an arc length of **200.26** feet, and a chord which bears **S 76°31'56" E** for a distance of **199.93** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 475+91.51 being in said curving proposed southerly ROW line of R.M. 620, for the most easterly corner of the herein described parcel;

**THENCE**, departing said existing ROW line, with said southerly proposed ROW line of R.M. 620, through the interior of said Lot 1, the following two (2) courses:

- 4) Along a curve to the right, having a delta angle of **05°26'21"**, a radius of **4,078.00** feet, an arc length of **387.13** feet, and a chord which bears **N 80°20'03" W** for a distance of **386.99** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 472+11.78, for a point of tangency of the herein described parcel;
- 5) **N 77°36'53" W** for a distance of **144.24** feet to the **POINT OF BEGINNING**, containing 0.137 acres (5,979 square feet) of land, more or less.

**PART 2 (0.094 ACRE 4,107 SQUARE FEET)**

**BEGINNING FOR REFERENCE**, at a ½" iron rod with aluminum cap stamped "REF/WITNESS" set, 215.89 feet right of proposed R.M. 620 baseline station 480+04.52, being in the existing westerly right-of-way (ROW) line of Lake Creek Dr. (60' ROW width), same being the easterly boundary line of said Lot 1;

**THENCE** with the common boundary line of said existing westerly ROW line and said Lot 1, **N 10°53'43" W** for a distance of 128.49 feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 90.26 feet right of proposed R.M. 620 baseline station 479+78.55, being in the proposed southerly ROW line of R.M. 620 (ROW width varies), for the most southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

**THENCE** departing said existing ROW line of Lake Creek Dr., with said proposed southerly ROW line of R.M. 620, through the interior of said Lot 1 the following five (5) courses:

- 6) Along a curve to the right, having a delta angle of **03°51'03"**, a radius of **184.30** feet, an arc length of **12.39** feet, and a chord which bears **S 88°01'33" W** for a distance of **12.38** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 91.01 feet right of proposed R.M. 620 baseline station 479+66.46, for a point of non-tangency;
- 7) **N 42°55'37" W** for a distance of **26.85** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 71.90 feet right of proposed R.M. 620 baseline station 479+47.97, for an angle point of the herein described parcel;
- 8) **S 88°01'19" W** for a distance of **47.00** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 75.30 feet right of proposed R.M. 620 baseline station 479+01.94, for an angle point of the herein described tract;
- 9) **S 88°48'46" W** for a distance of **39.07** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 478+63.70, for a point of curvature to the right;
- 10) Along said curve to the right, having a delta angle of **03°22'03"**, a radius of **4078.00** feet, an arc length of **239.68** feet, and a chord which bears **N 85°16'08" W** for a distance of **239.64** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 476+28.61, for a point of curvature to the left in the existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 1, for the most westerly corner of the herein described parcel;



**THENCE** departing said proposed ROW line, with said existing southerly ROW line of R.M. 620, same being said northerly boundary line of Lot 1 the following three (3) courses:

- 11) Along a curve to the left, having a delta angle of **07°18'49"**, a radius of **1,004.93** feet, an arc length of **128.28** feet, and a chord which bears **S 88°03'17" E** for a distance of **128.19** feet to a calculated point of tangency;
- 12) **N 88°29'03" E** at a distance of 0.87 feet pass a ½" iron rod found with plastic cap, and continuing for a total distance of **200.15** feet to a ½" iron rod found with plastic cap;
- 13) **S 51°12'45" E** for a distance of **30.52** feet to a calculated point, being the intersection of said existing westerly ROW line of Lake Creek Dr. and said existing southerly ROW line of R.M. 620, same being the most northeasterly corner of said Lot 1, for an angle point of the herein described parcel;
- 14) **THENCE** departing said existing southerly ROW line of R.M. 620, with said existing westerly ROW line of Lake Creek Dr., same being the easterly boundary line of said Lot 1, **S 10°53'43" E** for a distance of **18.73** feet to the **POINT OF BEGINNING**, containing 0.094 acres (4,107 square feet) of land, more or less.

Summary

Part 1 = 0.137 acres (5,979 square feet)

Part 2 = 0.094 acres (4,107 square feet)

Total = 0.231 acres (10,086 square feet)

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*

*27 APR 2017*

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



# EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

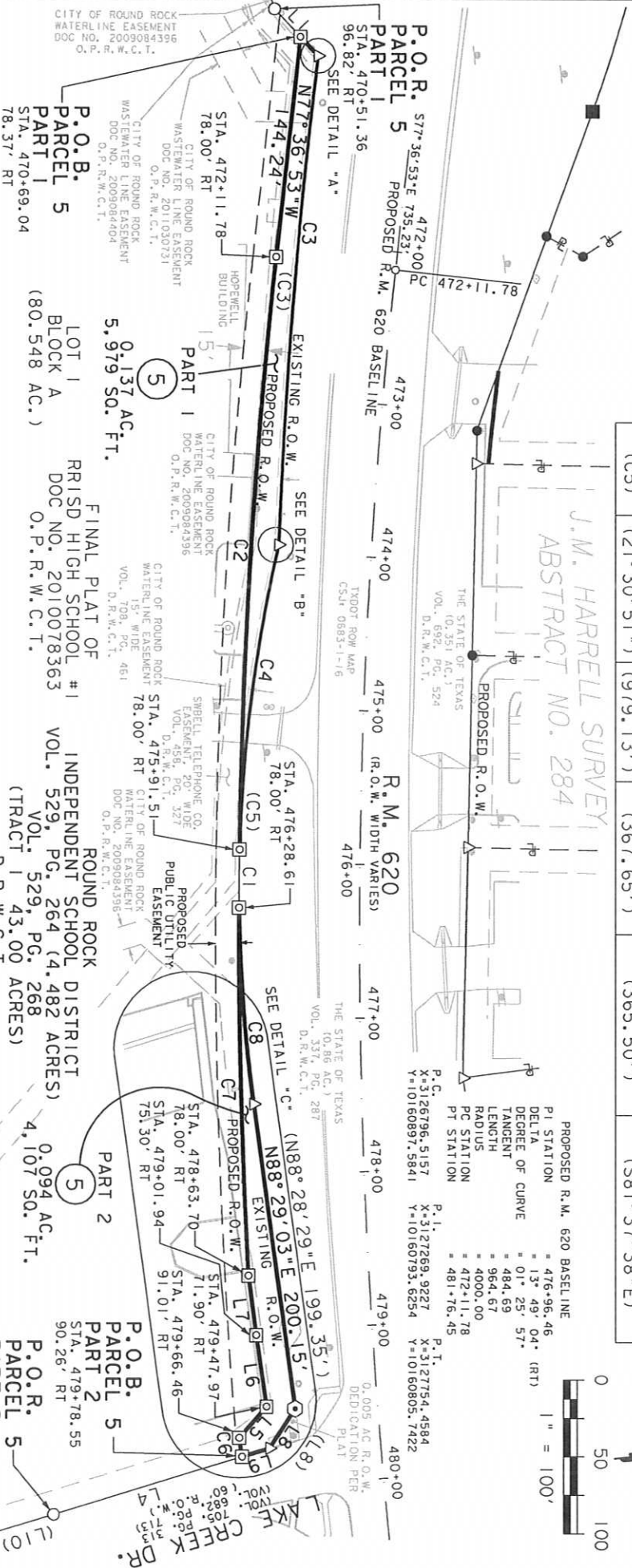
Revised 04/25/17  
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NUMBER	DIRECTION	DISTANCE
L1	N53°04'10"E	24.81'
L2	N53°04'10"E	16.92'
(L3)	(N55°33'09"E)	(41.73')
L4	N10°53'43"W	128.49'
L5	N42°55'37"W	26.85'
L6	S88°01'19"W	47.00'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°09'24"	1004.93'	37.83'	37.82'	N83°19'10"W
C2	05°26'21"	4078.00'	387.13'	386.99'	N80°20'03"W
C3	04°43'43"	3878.37'	320.10'	320.00'	S79°16'55"E
(C3)	(04°44'00")	(3879.72')	(320.50')	(320.41')	(S78°48'43"E)
C4	11°25'05"	1004.93'	200.26'	199.93'	S76°31'56"E
(C5)	(21°30'51")	(979.13')	(367.65')	(365.50')	(S81°37'38"E)

J.M. HARRELL SURVEY  
ABSTRACT NO. 284

PROPOSED R.M. 620 BASELINE  
P.I. STATION = 476+96.46  
DELTA = 13°49'04" (RT)  
DEGREE OF CURVE = 01°25'57"  
TANGENT = 484.69  
LENGTH = 964.67  
RADIUS = 4000.00  
PC STATION = 472+11.78  
PT STATION = 481+76.45  
P.C. = 476+96.46  
X=3126796.5157  
Y=10160897.5841  
P.T. = 481+76.45  
X=3127269.9227  
Y=10160805.7422  
DEDICATION PER PLAT



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C6	03°51'03"	184.30'	12.39'	12.38'	S88°01'33"W
C7	03°22'03"	4078.00'	239.68'	239.64'	N85°16'08"W
C8	07°18'49"	1004.93'	128.28'	128.19'	S88°03'17"E

NUMBER	DIRECTION	DISTANCE
L7	S88°48'46"W	39.07'
(L8)	(S51°12'45"E)	(30.50')
L8	S51°12'45"E	30.52'
L9	S10°53'43"E	18.73'
(L10)	(S10°53'59"E)	(1909.63')

P.O.B. PARCEL 5  
P.O.R. PARCEL 5  
STAMPED REF/WITNESS  
STA. 480+04.52  
215.89' RT

**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: 100391-00

PARCEL PLAT SHOWING PROPERTY OF  
**ROUND ROCK INDEPENDENT SCHOOL DISTRICT**

SCALE 1" = 100'

CSJ # 0683-01-092

PROJECT RM 620

COUNTY WILLIAMSON

**PARCEL 5**  
**PART 1 & 2**

Texas Department of Transportation





## PLAT TO ACCOMPANY PARCEL DESCRIPTION

Revised 04/25/17  
PAGE 6 OF 7

I.) 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. 9691-14-1015, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 16, 2014, ISSUE DATE JANUARY 27, 2014.

- IOE. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 234, PAGE 135, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- F. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 236, PAGE 337, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 281, PAGE 491, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 282, PAGE 409, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 299, PAGE 378, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- J. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 320, PAGE 490, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 324, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- L. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO LCRA BY INSTRUMENT IN VOLUME 334, PAGE 433, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 422, PAGE 92, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- N. A UTILITY EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, BY INSTRUMENT IN VOLUME 458, PAGE 327, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS FIRST TRACT AS SHOWN.
- O. AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 487, PAGE 307, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- P. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 544, PAGE 512, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 548, PAGE 167, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. A WATER LINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 708, PAGE 461, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- S. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 804, PAGE 164, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- T. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 822, PAGE 298, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- U. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 868, PAGE 76, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- V. AN OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 1500, PAGE 214, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



PARCEL PLAT SHOWING PROPERTY OF  
**ROUND ROCK INDEPENDENT  
SCHOOL DISTRICT**

SCALE 1" = 100'

CSJ # 0683-01-092

PROJECT RM 620

COUNTY WILLIAMSON



**PARCEL 5  
PART 1 & 2**

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

- W. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084396, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- X. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084398, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Y. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084399, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Z. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084400, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- AA. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084401, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
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- CC. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084403, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- DD. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084473, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- EE. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2011030731, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- FF. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2012046203, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- GG. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2006052740, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- HH. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2008049736, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- II. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2010010917, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- JJ. TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EDWARDS AQUIFER PROTECTION PLAN BY DEED RECORDED IN DOCUMENT NO. 2010029684, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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* 27 APR 2017

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:



	ACRES	SQUARE FEET
ACQUISITION PART 1	0.137	5,979
ACQUISITION PART 2	0.094	4,107
TOTAL ACQUISITION	0.231	10,086
DEED AREA	80.548	3,508,671
REMAINDER AREA	80.317	3,498,585



PARCEL PLAT SHOWING PROPERTY OF  
ROUND ROCK INDEPENDENT  
SCHOOL DISTRICT

SCALE  
1" = 100'

CSJ #  
0683-01-092

PROJECT  
RM 620

COUNTY  
WILLIAMSON

PARCEL 5  
PART 1 & 2



**EXHIBIT B**

**County:** Williamson  
**Parcel :** 5-E  
**Highway:** R. M. 620

**PROPERTY DESCRIPTION FOR PARCEL 5-E**

DESCRIPTION OF A 0.320 ACRE (13,939 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 BLOCK A OF THE FINAL PLAT OF RRISD HIGH SCHOOL #1 SUBDIVISION RECORDED IN DOCUMENT NO. 2010078363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT RECORDED IN VOLUME 529, PAGE 264 AND VOLUME 529, PAGE 268 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.320 ACRE (13,939 SQUARE FOOT) PARCEL 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), 71.90 feet right of proposed R.M. 620 baseline station 479+47.97, being an angle point of the proposed southerly right-of-way (ROW) line of RM 620 (ROW width varies), being in the interior of said Lot 1, for **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, departing said proposed ROW line of R.M. 620, through the interior of said Lot 1 the following three (3) courses:

- 1) With the westerly boundary line of an existing waterline easement dedicated to the City of Round Rock recorded in Document No. 2009084396 of the Official Public Records of Williamson County, Texas, **S 30°39'42" E** for a distance of **24.99** feet to a calculated point, being a point of curvature to the right, for the most southeasterly corner of the herein described parcel;
- 2) Departing said existing waterline easement, along said curve to the right, having a delta angle of **10°43'59"**, a radius of **4,093.00** feet, an arc length of **766.73** feet, and a chord which bears **N 82°58'52" W** for a distance of **765.61** feet to a calculated point of tangency;
- 3) **N 77°36'53" W** for a distance of **157.14** feet to a calculated point in the existing southerly ROW line of R.M. 620 (ROW width varies), same being the northerly boundary line of said Lot 1, for the most southwesterly corner of the herein described parcel;
- 4) **THENCE**, with the common boundary line of said existing R.M. 620 ROW line and said Lot 1, **N 53°04'10" E** for a distance of **19.78** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.37 feet right of proposed R.M. 620 baseline station 470+69.04, for the most northwesterly corner of the herein described parcel;

**THENCE**, departing said existing southerly ROW line of R.M. 620, through the interior of said Lot 1, with said proposed southerly ROW line of R.M. 620, the following two (2) courses:

- 5) **S 77°36'53" E** for a distance of **144.24** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 472+11.78, for a point of curvature to the left;



- 6) Along a curve to the left, having a delta angle of **05°26'21"**, a radius of **4078.00** feet, an arc length of **387.13** feet, and a chord which bears **S 80°20'03" E** for a distance of **386.99** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 475+91.51, being the existing southerly ROW line of said R.M. 620, same being the northerly boundary line of said Lot 1, for a point of curvature to the left;
- 7) **THENCE**, with the common boundary line of said existing R.M. 620 ROW line and said Lot 1, along said curve to the left, having a delta angle of **02°09'24"**, a radius of **1004.93** feet, an arc length of **37.83** feet, and a chord which bears **S 83°19'10" E** for a distance of **37.82** feet, to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 476+28.61, for a point of curvature to the left;

**THENCE**, departing said existing southerly ROW line of R.M. 620, through the interior of said Lot 1, with said proposed southerly ROW line of R.M. 620, the following three (3) courses:

- 8) Along a curve to the left, having a delta angle of **03°22'03"**, a radius of **4078.00** feet, an arc length of **239.68** feet, and a chord which bears **S 85°16'08" E** for a distance of **239.64** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 78.00 feet right of proposed R.M. 620 baseline station 478+63.70;
- 9) **N 88°48'46" E** for a distance of **39.07** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with TxDOT Type II monument), 75.30 feet right of proposed R.M. 620 baseline station 479+01.94;
- 10) **N 88°01'19" E** for a distance of **47.00** feet to the **POINT OF BEGINNING**, containing 0.320 acres (13,939 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

Date

*27 APR 2017*

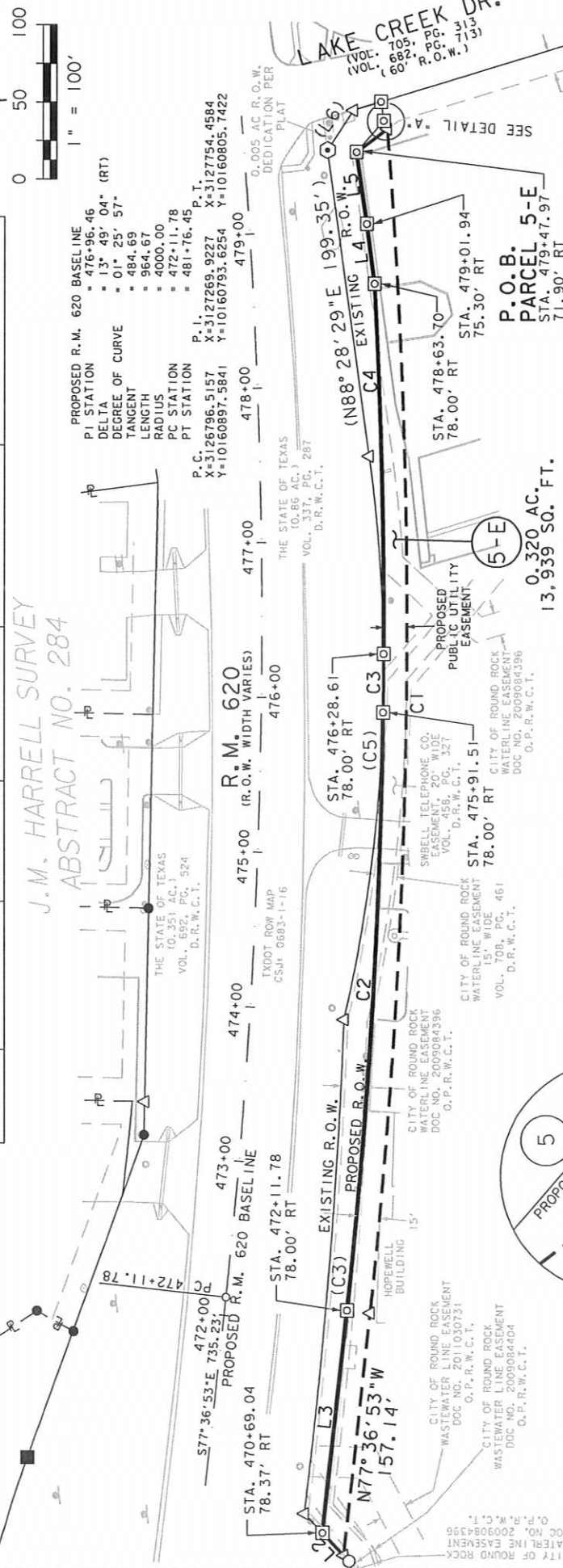


PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DIRECTION	DISTANCE
L1	S30°39'42"E	24.99'
L2	N53°04'10"E	19.78'
L3	S77°36'53"E	144.24'
L4	N88°48'46"E	39.07'
L5	N88°01'19"E	47.00'
(L6)	(S51°12'45"E)	(30.50')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10°43'59"	4093.00'	766.73'	765.61'	N82°58'52"W
C2	05°26'21"	4078.00'	387.13'	386.99'	S80°20'03"E
C3	02°09'24"	1004.93'	37.83'	37.82'	S83°19'10"E
(C3)	(04°44'00")	(3879.72')	(320.50')	(320.41')	(S78°48'43"E)
C4	03°22'03"	4078.00'	239.68'	239.64'	S85°16'08"E
(C5)	(21°30'51")	(979.13')	(367.65')	(365.50')	(S81°37'38"E)

J.M. HARRELL SURVEY  
ABSTRACT NO. 284



PARCEL PLAT SHOWING PROPERTY OF  
ROUND ROCK INDEPENDENT  
SCHOOL DISTRICT



PARCEL 5-E

COUNTY  
WILLIAMSON

PROJECT  
RM 620

CSJ #

SCALE  
1" = 100'

**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: 100591-00



LEGEND

TXDOT TYPE	CONCRETE MONUMENT FOUND	PROPERTY LINE
1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP	TO BE REPLACED BY TYPE 11 MONUMENT	RECORD INFORMATION
TXDOT TYPE 11 CONCRETE MONUMENT FOUND		LAND HOOK
1/2" IRON ROD FOUND UNLESS NOTED		P.O.B. POINT OF BEGINNING
1/2" IRON ROD FOUND W/PLASTIC CAP		P.O.R. POINT OF REFERENCE
COTTON GIN SPINDLE FOUND		N.T.S. NOT TO SCALE
X CUT FOUND		DEED RECORDS
60/D NAIL FOUND		WILLIAMSON COUNTY, TEXAS
CALCULATED POINT		OFFICIAL RECORDS
1/2" IRON ROD W/ ALUMINUM CAP		WILLIAMSON COUNTY, TEXAS
STAMPED "TXDOT" SET		OFFICIAL PUBLIC RECORDS
(UNLESS NOTED OTHERWISE)		WILLIAMSON COUNTY, TEXAS
CENTER LINE		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. 96911-14-1015, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 16, 2014, ISSUE DATE JANUARY 27, 2014.

- IOE. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 234, PAGE 135, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- F. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 236, PAGE 337, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 281, PAGE 491, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 282, PAGE 409, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 299, PAGE 378, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- J. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 320, PAGE 490, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- K. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 324, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

**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: 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**ROUND ROCK INDEPENDENT  
 SCHOOL DISTRICT**



COUNTY  
 WILLIAMSON

PROJECT  
 RM 620

CSJ #

SCALE  
 1" = 100'

**PARCEL 5-E**

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

Revised 04/25/17  
PAGE 5 OF 6

- L. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO LCRA BY INSTRUMENT IN VOLUME 334, PAGE 433, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 422, PAGE 92, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- N. A UTILITY EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY, BY INSTRUMENT IN VOLUME 458, PAGE 327, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS FIRST TRACT AS SHOWN.
- O. AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 487, PAGE 307, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- P. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 544, PAGE 512, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT IN VOLUME 548, PAGE 167, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. A WATER LINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 708, PAGE 461, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- S. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 804, PAGE 164, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- T. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 822, PAGE 298, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- U. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 868, PAGE 76, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- V. AN OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT IN VOLUME 1500, PAGE 214, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- W. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084396, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- X. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084398, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Y. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084399, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
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PARCEL PLAT SHOWING PROPERTY OF  
**ROUND ROCK INDEPENDENT  
SCHOOL DISTRICT**

SCALE  
1" = 100'

CSJ #

PROJECT  
RM 620COUNTY  
WILLIAMSON

PARCEL 5-E

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

Revised 04/25/17  
PAGE 6 OF 6

- CC. A WATERLINE EASEMENT GRANTED TO CITY OF ROUND ROCK, BY INSTRUMENT IN DOCUMENT NO. 2009084403, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
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*M. Stephen Truesdale* 27 Apr 2017

DATE: \_\_\_\_\_  
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



PARCEL PLAT SHOWING PROPERTY OF  
**ROUND ROCK INDEPENDENT  
SCHOOL DISTRICT**



SCALE  
1" = 100'

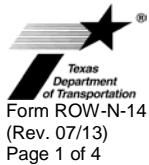
PROJECT  
RM 620

COUNTY  
WILLIAMSON

PARCEL 5-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.**



## **SPECIAL WARRANTY DEED**

RM 620 Right of Way

**TxDOT ROW CSJ:** 0683-01-092

**TxDOT Parcel No.:** 5

**Grantor(s), whether one or more:** ROUND ROCK INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas.

**Grantor's Mailing Address (including county):**

1311 Round Rock Avenue  
Round Rock, Texas 78781  
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 Sixty-One Thousand Four Hundred Fifty and no/100 Dollars (\$61,450.00) 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. The consideration recited herein

represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.

**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:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water or utility district.

**"AS IS, WHERE IS."** THIS CONVEYANCE IS THE RESULT OF AN ARMS-LENGTH TRANSACTION BETWEEN THE GRANTOR AND GRANTEE AND GRANTEE ACCEPTS THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE IN THIS DEED, GRANTOR, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, ANY REQUIREMENT TO PLAT OR RE-PLAT THE PROPERTY, WHICH, IF REQUIRED, SHALL BE THE RESPONSIBILITY OF GRANTEE; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

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.

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 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 unto the said Grantee, their heirs, beneficiaries, successors and assigns forever. Grantor binds itself and its successors to warrant and forever defend all and singular the Property unto the said Grantee, its heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, when the claim is made by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

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

[signature page follows]



**GRANTOR:**

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

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

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

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

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Acknowledgement

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, 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

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§  
§  
§

**KNOW ALL BY THESE  
PRESENTS:**

COUNTY OF WILLIAMSON

That ROUND ROCK INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, and its successors and assigns, ("Grantor"), to avoid formal eminent domain proceedings and the added expenses of litigation, 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 0.320 acre (13,939 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 5 PUE).

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

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, whose consent shall not be unreasonably delayed or 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 existing purposes, and all other 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.

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 property, including but not limited 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.

Grantor, for the consideration and subject to the Reservations from conveyance and exceptions to conveyance and warranty, grants 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, when the claim is by, through, or under Grantor but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2018.

**GRANTOR:**

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

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

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

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

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**

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**COUNTY OF** \_\_\_\_\_

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This instrument was acknowledged before me on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2018, by \_\_\_\_\_, in the capacity and for the purposes and consideration therein expressed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Notary Public, State of Texas