

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between PISCES FOODS, LLC, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.344 acre (14,966 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 23**); and

All of that certain 0.539 acre (23,488 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 23R**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property described in Exhibit "A", any improvements thereon, and any damages to the remaining property of Seller as a result of this transaction, shall be the sum of TWO MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND FIVE HUNDRED SEVENTY-SEVEN and 00/100 Dollars (\$2,733,577.00).

2.02. The Purchase Price for the portion of the Property described in Exhibit "B" shall be the sum of ONE HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED TWENTY-THREE and 00/100 Dollars (\$166,423.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

4.02. The Property described in Exhibit "A" 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 Independence Title Company on or before April 15th, 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 a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, including specifically a full and complete release of any existing leases and/or subleases affecting the Property, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring 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".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then current year relating to the Property 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

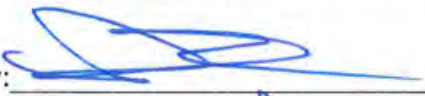
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

PISCES FOODS, LLC, a Texas limited liability company

By: NEAR GROUP, LLC, a Texas limited liability company, its general partner

Address: 1504 W 6th St
Austin, TX
78703

By: 

Name: Dave Near

Its: Managing Member

Date: 3-2-18

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 23

DESCRIPTION OF A 0.344 ACRE (14,966 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 WENDY'S SUBDIVISION RECORDED IN CABINET K, SLIDE 123 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONVEYED TO PISCES FOOD, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 9542882 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.344 ACRE (14,966 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 5/8" iron found, 236.09 feet left of proposed Ranch to Market (R.M.) 620 baseline station 502+66.35, in the southerly boundary line Lot 1 of the Comfort Suites Subdivision recorded in Cabinet P, Slides 174-175, of the Plat Records of Williamson County, Texas and conveyed to Sovereign Hospitality Group of Round Rock, Inc by instrument recorded in Document No. 2002056223 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of Lot 1 of the M.E. Bastrop Subdivision recorded in Cabinet FF, Slides, 307-308 of the Plat Records of Williamson County, Texas and conveyed to Round Rock 732 Building, LLC by instrument recorded in Document No. 2009075022 of Official Public Records of Williamson County, Texas, same being the most northeasterly corner of said Lot 1 (Wendy's Subdivision);

THENCE, with the common boundary line of said Lot 1 (M.E. Bastrop Subdivision) and said Lot 1 (Wendy's Subdivision), S 22°13'19" W for a distance of 105.17 feet to a 1/2" iron rod with TxDOT aluminum cap set (to be replaced by a TxDOT Type II monument), 130.93 feet left of proposed R.M. 620 baseline station 502+65.06, in the proposed northerly right-of-way (ROW) line of R.M. 620, (ROW width varies), for the most northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said Lot 1 (M.E. Bastrop Subdivision) boundary line, through said Lot 1 (Wendy's subdivision), with said proposed northerly ROW line, **S 51°12'16" E** for a distance of **186.15** feet to a 1/2" iron with TxDOT aluminum cap set, 75.66 feet left of proposed R.M. 620 baseline station 504+42.82, being in the common boundary line of said Lot 1 (Comfort Suites Subdivision), and said Lot 1 (Wendy's Subdivision), for the most northeasterly corner of the herein described parcel, and from which a 1/2" iron found with plastic cap, being the most northeasterly corner of said Lot 1 (Wendy's Subdivision), same being an angle point in the southerly boundary line of said Lot 1 (Comfort Suites Subdivision) bears N 11°09'53" E at a distance of 194.90 feet;
- 2) **THENCE**, departing said proposed ROW line, with said common boundary line, **S 11°09'53" W** for a distance of **54.38** feet to a calculated point being the existing northerly ROW line of R.M. 620, (80' ROW width), same being the most southeasterly corner of said Lot 1 (Wendy's Subdivision), for the most southeasterly corner of the herein described parcel;

THENCE, departing the southerly boundary line of said Lot 1 (Comfort Suites Subdivision), with said existing northerly ROW line, same being the southerly boundary line of said Lot 1 (Wendy's Subdivision), the following two (2) courses:

- 3) **N 70°32'24" W** for a distance of **88.87** feet to a ½" iron rod found for a point of curvature to the right;
- 4) Along said curve to the right, having a delta angle of **13°09'51"**, a radius of **437.78** feet, at an arc length of **96.90** feet pass a ½" iron rod found and continuing for a total arc length of **100.58** feet, and a chord which bears **N 63°24'49" W** for a distance of **100.36** feet to a ½" iron rod found with plastic cap, being the most southerly corner of said Lot 1 (M.E. Bastrop Subdivision), same being the most southwesterly corner of said Lot 1 (Wendy's Subdivision), for the most southwesterly corner of the herein described parcel;
- 5) **THENCE**, departing said existing northerly ROW line, with the common boundary line of said, Lot 1 (M.E. Bastrop Subdivision), and Lot 1 (Wendy's Subdivision) **N 22°13'19" E** for a distance of **103.11** feet to the **POINT OF BEGINNING**, containing **0.344** acres (**14,966** 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

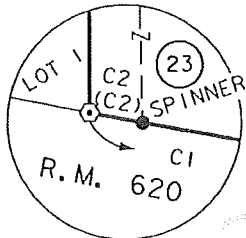
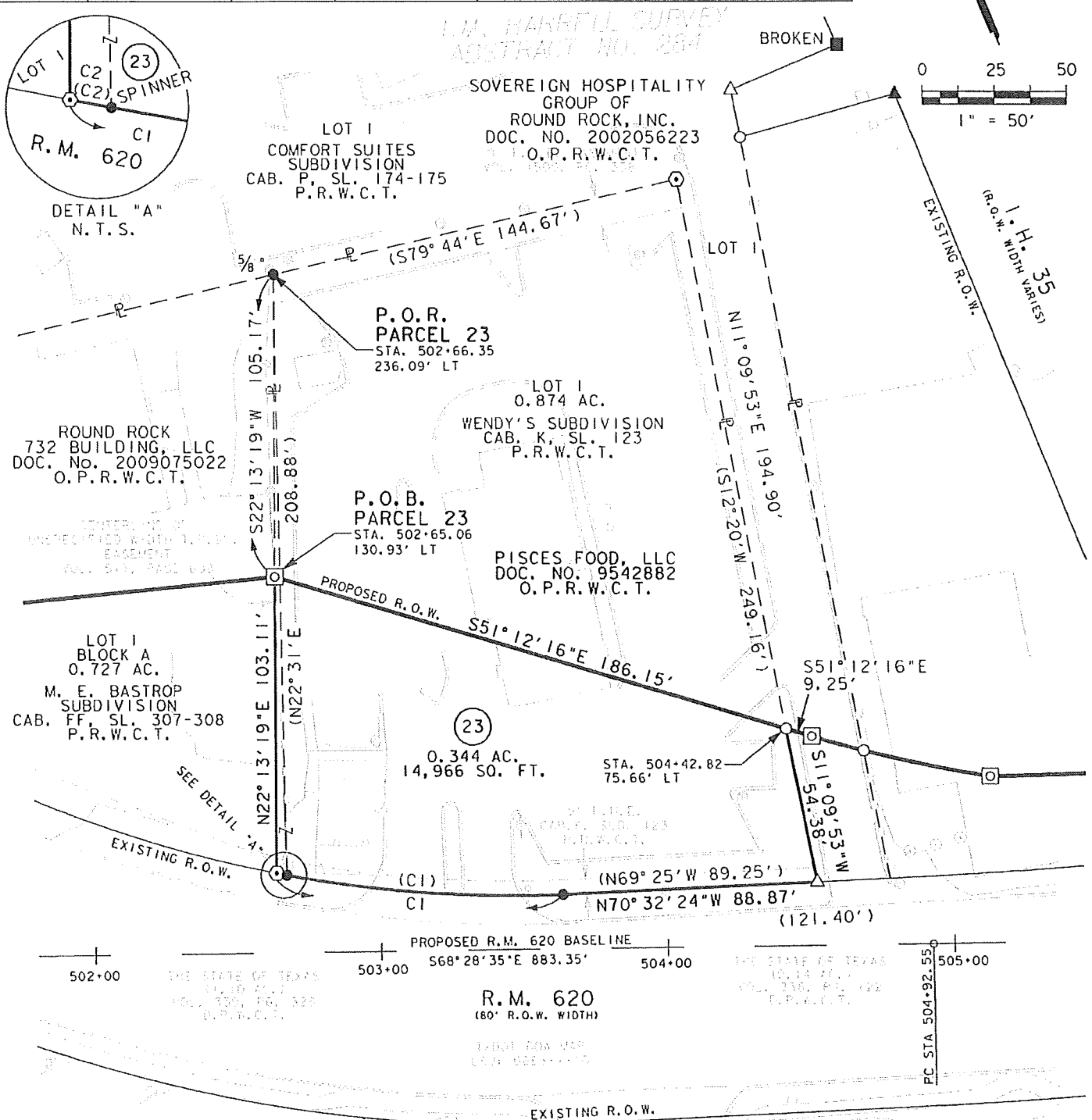
10 MAR 2014
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

Rel Issued 12/04/15
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13° 09' 51"	437.78'	100.58'	100.36'	N63° 24' 49" W
(C1)	(12° 41')	(437.46')	(96.83')	(96.63')	(N62° 20' W)
C2	00° 28' 55"	437.78'	3.68'	3.68'	N57° 04' 20" W
(C2)		(437.68')	(3.69')	(3.69')	(N57° 04' 21" W)

DETAIL "A"
N.T.S.

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

PISCES FOOD, LLC

Texas Department of Transportation

PARCEL 23SCALE
1" = 50'CSJ #
0683-01-092PROJECT
RM 620COUNTY
WILLIAMSON

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 CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
Ⓢ	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. 9691-14-1033, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 22, 2014, ISSUE DATE JANUARY 31, 2014.

I. RESTRICTIVE COVENANTS: CABINET K, SLIDE 123, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOE. A PUBLIC UTILITY EASEMENT 5 FEET IN WIDTH ALONG THE FRONT PROPERTY LINE OF THE SUBJECT PROPERTY, AS PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.

F. A 10' PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 1500, PAGE 358 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN CABINET K, SLIDE 123, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN, RECORDED IN VOLUME 2204, PAGE 984, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

H. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN PISCES FOODS, L.P. AND WENDY'S INTERNATIONAL, INC., BY THAT CERTAIN MEMORANDUM OF LEASE RECORDED UNDER DOCUMENT NO. 2012044347, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SUBLEASE AGREEMENT BY AND BETWEEN WENDY'S INTERNATIONAL, INC., AND HAZA FOODS, LLC, BY THAT CERTAIN MEMORANDUM OF SUBLEASE RECORDED UNDER DOCUMENT NO. 2013117816, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

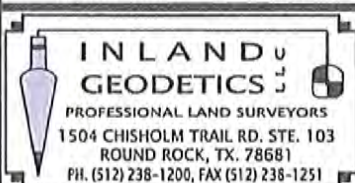
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



M. STEPHEN TRUESDALE
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	0.344	14,966
CALC/DEED AREA	0.874	38,071
REMAINDER AREA	0.530	23,105



PARCEL PLAT SHOWING PROPERTY OF

PISCES FOOD, LLC

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

PARCEL 23

EXHIBIT **B**

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

**PROPERTY DESCRIPTION FOR
REMAINDER OF LOT 1, WENDY'S SUBDIVISION**

DESCRIPTION OF A 0.539 ACRE (23,488 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 WENDY'S SUBDIVISION RECORDED IN CABINET K, SLIDE 123 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN LIMITED WARRANTY DEED TO PISCES FOODS, LLC AND RECORDED IN DOCUMENT NO. 9542882 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.539 ACRE (23,488 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod found, 236.09 feet left of proposed Ranch to Market (R.M.) 620 baseline station 502+66.35, being in the southerly boundary line of Lot 1 of the Comfort Suites Subdivision recorded in Cabinet P, Slides 174-175, of the Plat Records of Williamson County, Texas, described in Warranty Deed to Sovereign Hospitality Group of Round Rock, Inc. and recorded in Document No. 2002056223 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of Lot 1 of the M.E. Bastrop Subdivision recorded in Cabinet FF, Slides, 307-308 of the Plat Records of Williamson County, Texas, described in Special Warranty Deed to Round Rock 732 Building, LLC and recorded in Document No. 2009075022 of the Official Public Records of Williamson County, Texas, also being the northwesterly corner of said Lot 1 (Wendy's Subdivision), for the northwesterly corner of the herein described remainder tract;

- 1) **THENCE**, departing said Lot 1 (M.E. Bastrop Subdivision), with the common boundary line of said Lot 1 (Wendy's Subdivision) and said Lot 1 (Comfort Suites Subdivision), **S 80°57'05" E** for a distance of **144.85** feet to a 1/2" iron rod with plastic cap stamped "Sinclair & Associates" found, 267.38 feet left of proposed R.M. 620 baseline station 504+07.78, being an ell corner in the easterly boundary line of said Lot 1 (Comfort Suites Subdivision), same being the northeasterly corner of said Lot 1 (Wendy's Subdivision), for the northeasterly corner of the herein described remainder tract;
- 2) **THENCE**, continuing with said common boundary line, **S 11°09'53" W** for a distance of **194.90** feet to a 1/2" iron rod with aluminum cap stamped "TxDOT" found, 75.66 feet left of proposed R.M. 620 baseline station 504+42.82, being in the proposed northerly right-of-way (ROW) line of said R.M. 620 (ROW width varies), same being the northwesterly corner of a 0.029 acre tract of land described in Possession And Use Agreement For Transportation Purposes to the Texas Department of Transportation and the City of Round Rock recorded in Document No. 2017084074 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described remainder tract, and from which a TxDOT aluminum cap in asphalt, being a point of tangency in said proposed northerly ROW line of R.M. 620 bears **S 51°12'16" E**, at a distance of **9.25** feet;

- 3) **THENCE**, departing said common boundary line, through said Lot 1 (Wendy's Subdivision), same being with said proposed northerly ROW line of R.M. 620, **N 51°12'16" W** for a distance of **186.15** feet to a 1/2" iron rod with TxDOT aluminum cap found in the common boundary line of said Lot 1 (Wendy's Subdivision) and said Lot 1 (M.E. Bastrop Subdivision), for the southwesterly corner of the herein described remainder tract;
- 4) **THENCE**, departing said proposed northerly ROW line, with said common boundary line, **N 22°13'19" E** for a distance of **105.17** feet to the **POINT OF BEGINNING**, containing 0.539 acres (23,488 square feet) of land, more or less.

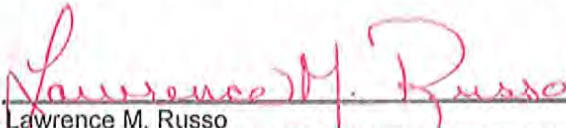
This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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.


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


Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	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
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⊗	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
△	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
℄	CENTER LINE	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1033, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 22, 2014, ISSUE DATE JANUARY 31, 2014.

I. RESTRICTIVE COVENANTS: CABINET K, SLIDE 123, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IOE. A PUBLIC UTILITY EASEMENT 5 FEET IN WIDTH ALONG THE FRONT PROPERTY LINE OF THE SUBJECT PROPERTY, AS PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.

F. A 10' PUBLIC UTILITY EASEMENT GRANTED TO THE CITY OF ROUND ROCK, BY INSTRUMENT IN VOLUME 1500, PAGE 358 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN ON THE PLAT RECORDED IN CABINET K, SLIDE 123, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

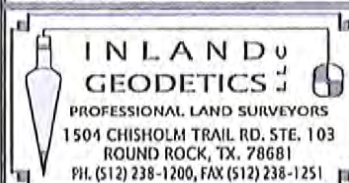
G. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN, RECORDED IN VOLUME 2204, PAGE 984, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

H. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN PISCES FOODS, L.P. AND WENDY'S INTERNATIONAL, INC., BY THAT CERTAIN MEMORANDUM OF LEASE RECORDED UNDER DOCUMENT NO. 2012044347, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN SUBLEASE AGREEMENT BY AND BETWEEN WENDY'S INTERNATIONAL, INC., AND HAZA FOODS, LLC, BY THAT CERTAIN MEMORANDUM OF SUBLEASE RECORDED UNDER DOCUMENT NO. 2013117816, 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.

Lawrence M. Russo 02/20/2018
LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



PARCEL PLAT SHOWING PROPERTY OF
PISCES FOODS, LLC

0.539 AC.
23,488 SQ. FT.

SCALE

1" = 50'

PROJECT

RM 620

COUNTY

WILLIAMSON

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.: 23

Grantor(s), whether one or more: PISCES FOODS, LLC

Grantor's Mailing Address (including county):

1504 W. 6th Street
Austin, Texas 78703-5134
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 Two Million Seven Hundred Thirty-Three Thousand Five Hundred Seventy-Seven and no/100 Dollars (\$2,733,577.00) 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: Wood Frame/Masonry Main Wendy's Restaurant Building. Grantee shall further be allowed to enter the remaining property of Grantor solely for the purpose of demolishing and removing the improvements described herein.

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 Warranty 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.

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

GRANTOR:

PISCES FOODS, LLC, a Texas limited liability company

By: NEAR GROUP, LLC, a Texas limited liability
company, its general partner

By: _____

Name: _____

Its: _____

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"

DEED

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That PISCES FOODS, LLC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon (the "Property"), being more particularly described as follows:

All of that certain 0.539 acre (23,488 Sq. Ft.) tract of land in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 23R**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property conveyed herein, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2018.

GRANTOR:

PISCES FOODS, LLC, a Texas limited liability company

By: NEAR GROUP, LLC, a Texas limited liability company, its general partner

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2018, by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO: