

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between THE WALTON COTTON REVOCABLE TRUST, dated January 21, 2011, STARTEX EQUIPMENT, LTD., and STACY OLIVER, (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 0.086 acre (3,730 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 25**); and

All of that certain 0.430 acre (18,714 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 25R**);

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 total 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 ONE MILLION SEVEN HUNDRED SEVENTY THOUSAND AND NINTEY-SIX and 00/100 Dollars (\$1,770,096.00).

The total purchase price as set out in 2.01 above shall be allocated among the Seller parties as follows at Closing:

- a. Startex Equipment Ltd. and Stacy Oliver: \$955,852 (54% of total)
- b. The Walton Cotton Revocable Trust: \$814,244 (46% of total)

2.02. The total Purchase Price for the portion of the Property described in Exhibit “B” shall be the sum of FOUR HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED FORTY-SIX and 00/100 Dollars (\$473,146.00).

The total purchase price as set out in 2.02 above shall be allocated among the Seller parties as follows at Closing:

- a. Startex Equipment Ltd. and Stacy Oliver: \$255,499 (54% of total)
- b. The Walton Cotton Revocable Trust: \$217,647 (46% of total)

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 Startex and Seller Oliver hereby represent and warrant to Purchaser as follows, which representations and warranties shall be deemed made by Seller Startex and Seller Oliver to Purchaser also as of the Closing Date, to the best of Seller Startex and Seller Oliver'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;

Seller Cotton cannot warrant the above as Sellers Startex and Oliver have been in possession of the property pursuant to a lease agreement. As such, all parties agree no reliance has been had upon any representations or warranties by Seller Cotton and Sellers Startex and Oliver are solely responsible for the above representations and warranties and indemnify and hold Seller Cotton harmless from any claims, causes of action or other liability related thereto.

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 May 20th, 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) Startex Equipment, Ltd. and Stacy Oliver shall deliver an executed TxDOT Site Cleanup and Indemnity Agreement in the form as shown on Exhibit “E” attached hereto. Walton Cotton Trust shall have no liability or obligations with respect to the TxDOT Site Cleanup and Indemnity Agreement, the underground storage tanks located on the property, any environmental cleanup required now or at any time in the future. Startex Equipment, Ltd. And Stacy Oliver shall bear sole responsibility, liability and obligation with respect to any environmental liability, cleanup or other site cleanup required by City, TxDOT, or any other governmental entity or regulation and Startex and Oliver shall indemnify and hold harmless Walton Cotton Trust for any such cleanup, remediation, claims, causes, fines or other liability related thereto.

(4) Upon request by Purchaser, deliver an executed bill of sale for transfer of the Underground Storage Tanks located upon the Property.

(5) 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:

The Walton Cotton Revocable Trust, dated January 21, 2011

By:_____

Address:_____

Name:_____

Its:_____

Date:_____

SELLER:

STARTEX EQUIPMENT, LTD.

By: _____
its _____

Address: _____

By: _____

Name: _____

Its: _____

Date: _____

Stacy Oliver

Date: _____

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 25

DESCRIPTION OF A 0.086 ACRE (3,730 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 0.525 ACRE TRACT OF LAND CONVEYED TO THE WALTON COTTON REVOCABLE TRUST BY INSTRUMENT RECORDED IN DOCUMENT NO. 2011005529 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.086 ACRE (3,730 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a ½" iron rod set stamped "Inland 4933", 281.71 feet left of proposed Ranch to Market (R.M.) 620 baseline station 504+30.56, in the easterly 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 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 an angle point in the westerly right-of-way (ROW) line of the south bound frontage road of I.H. 35, being the northwesterly corner of said 0.525 acre tract;

THENCE, with the common boundary line of said Lot 1 and said 0.525 acre tract, S 11°09'53" W for a distance of 217.58 feet to a ½" iron rod with TxDOT aluminum cap set, 67.68 feet left of proposed R.M. 620 baseline station 504+69.69, in the curving proposed northerly ROW line of R.M. 620, (ROW width varies), for the most northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said easterly boundary line of Lot 1, through the interior of said 0.525 acre tract, with said proposed northerly ROW line, the following two (2) courses:

- 1) Along a curve to the left, having a delta angle of **05°17'55"**, a radius of **483.00** feet, an arc length of **44.67** feet, and a chord which bears **S 56°04'54" E** for a distance of **44.65** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with a TxDOT Type II monument), 58.00 feet left of proposed R.M. 620 baseline station 505+13.86, for a point of curvature to the left;
- 2) Along said curve to the left, having a delta angle of **01°41'15"**, a radius of **2,152.00** feet, an arc length of **63.38** feet, and a chord which bears **S 69°52'21" E** for a distance of **63.38** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced with a TxDOT Type II monument), 58.00 feet left of proposed R.M. 620 baseline station 505+78.95, being the westerly ROW line of said IH 35, same being the easterly boundary line of said 0.525 acre tract, for the most northeasterly corner of the herein described parcel, and from which a 60D nail found, being an angle point in said existing westerly IH 35 ROW line, same being the most northeasterly corner of said 0.525 acre tract bears N 00°16'00" E at a distance of 253.80 feet;

- 3) **THENCE**, departing said proposed northerly ROW line, with the common boundary line of said IH 35 ROW and 0.525 acre tract, **S 00°16'00" W** for a distance of **31.88** feet to a calculated point being the intersecting point of the existing curving northerly ROW line of R.M. 620, (80' ROW width) and said I.H. 35 ROW, same being the most southeasterly corner of said 0.525 acre tract, for the most southeasterly corner of the herein described parcel, and from which a TxDOT Type II monument found bears **S 00°16'00" W** at a distance of 4.08 feet;

THENCE, departing said IH 35 ROW line, with said existing northerly ROW line, same being the southerly boundary line of said 0.525 acre tract, the following two (2) courses:

- 4) Along a curve to the right, having a delta angle of **03°10'00"**, a radius of **1,869.86** feet, an arc length of **103.34** feet, and a chord which bears **N 72°08'09" W** for a distance of **103.33** feet to a calculated point of tangency;
- 5) **N 70°32'24" W** for a distance of **7.26** feet to a calculated point, being the most southeasterly corner of said Lot 1, same being the most southwesterly corner of said 0.525 acre tract, for the most southwesterly corner of the herein described parcel;
- 6) **THENCE**, departing said existing northerly ROW line, with the common boundary line of said, Lot 1, and said 0.525 acre tract, **N 11°09'53" E** at a distance of 0.45 feet pass a ½" iron rod found and continuing for a total distance of **45.35** feet to the **POINT OF BEGINNING**, containing 0.086 acres (3,730 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 'Access Denied Line' from the remainder property abutting R.M. 620, extending from a point at the beginning of call 1 to the end of call 2.

This property description is accompanied by a separate parcel plat.

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

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

§ KNOW ALL MEN BY THESE PRESENTS:

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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

M. Stephen Tverdale

10 MAR 2014

Date _____

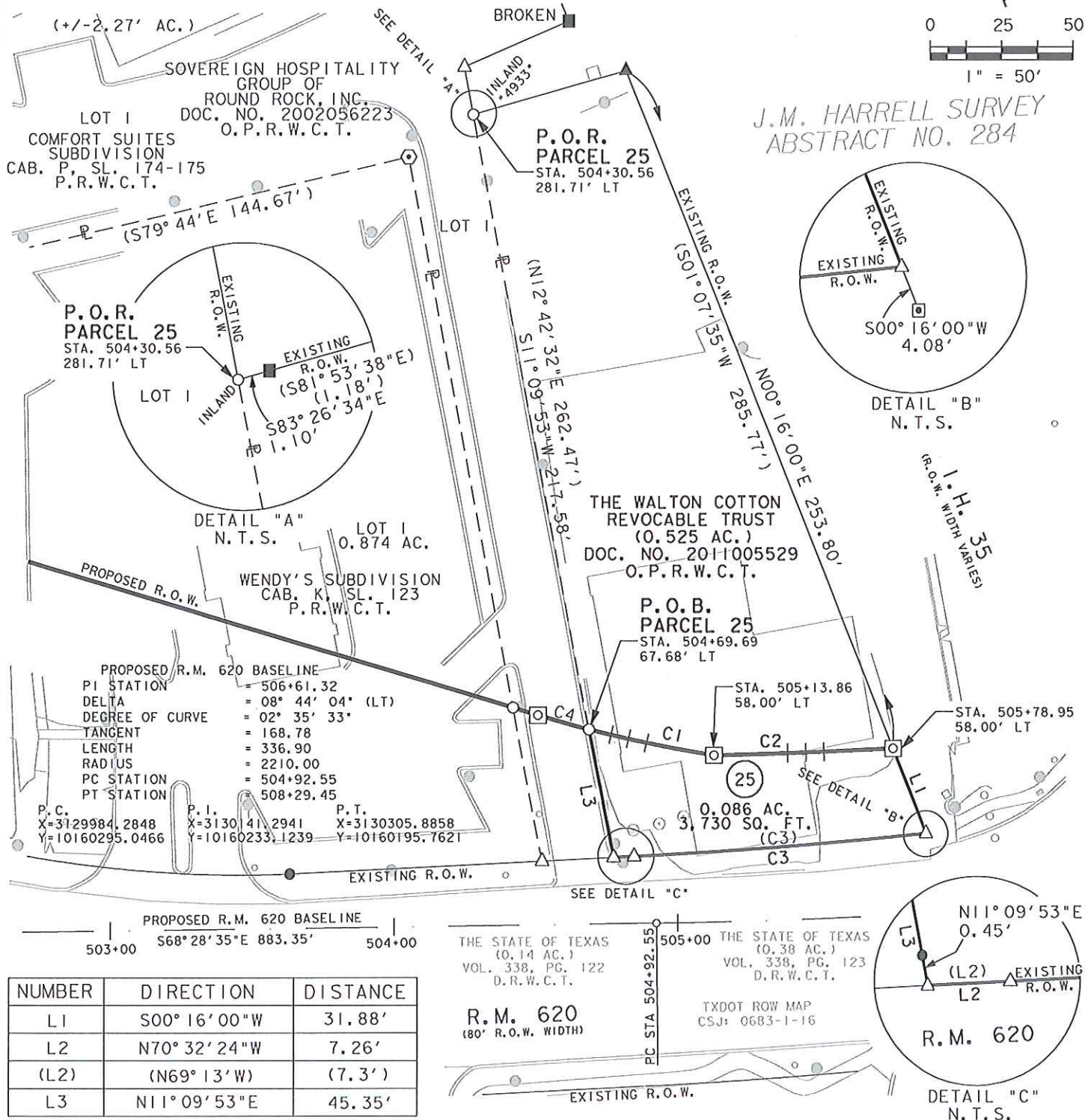
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 01/27/17
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 17' 55"	483.00'	44.67'	44.65'	S56° 04' 54"E
C2	01° 41' 15"	2152.00'	63.38'	63.38'	S69° 52' 21"E
C3	03° 10' 00"	1869.86'	103.34'	103.33'	N72° 08' 09"W
(C3)	(03° 16')	(1869.9')		(106.68')	(N70° 49' 30"W)
C4	02° 13' 41"	483.00'	18.78'	18.78'	N52° 19' 05"W



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
THE WALTON COTTON REVOCABLE TRUST

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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PARCEL 25

PLAT TO ACCOMPANY PARCEL DESCRIPTION

ReIssued: 01/27/17
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	— —	ACCESS DENIED LINE
⊕	COTTON GIN SPINDLE FOUND	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS
℄	CENTER LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		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. 9691-14-1035, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 22, 2014, ISSUE DATE JANUARY 31, 2014.

10. NOTHING TO ADDRESS IN SCHEDULE B.

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

10 MAR
2014



M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:

	ACRES	SQUARE FEET
ACQUISITION	0.086	3,730
CALC/DEED AREA	0.525	22,869
REMAINDER AREA	0.439	19,139



PARCEL PLAT SHOWING PROPERTY OF
**THE WALTON COTTON
REVOCABLE TRUST**



Texas Department of Transportation

PARCEL 25

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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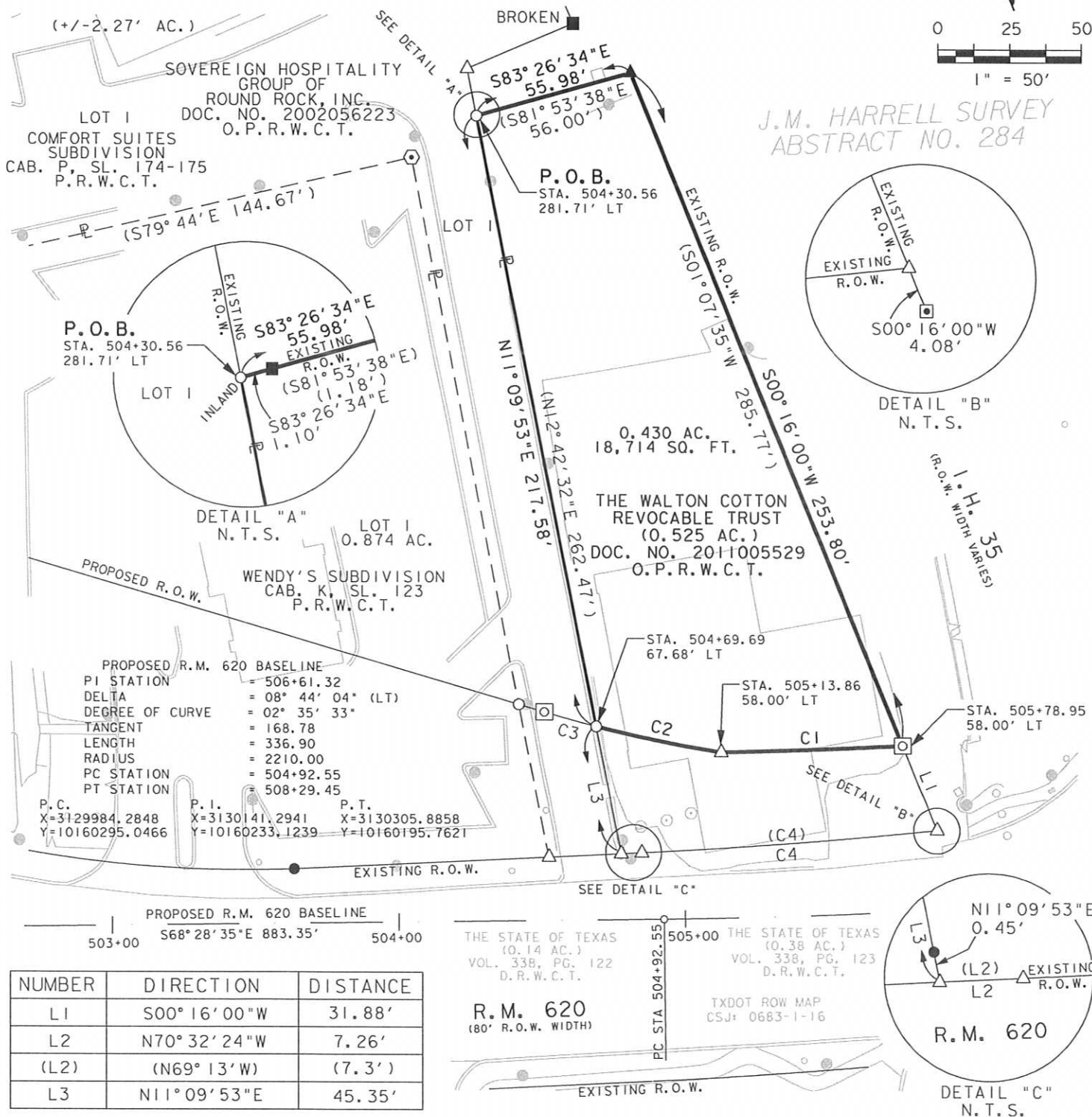
PROPERTY DESCRIPTION FOR WALTON COTTON

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PLAT TO ACCOMPANY PARCEL DESCRIPTION

05/04/17
PAGE 2 OF 3

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
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C2	05° 17' 55"	483.00'	44.67'	44.65'	N56° 04' 54"W
C3	02° 13' 41"	483.00'	18.78'	18.78'	N52° 19' 05"W



NUMBER	DIRECTION	DISTANCE
L1	S00° 16' 00"W	31.88'
L2	N70° 32' 24"W	7.26'
(L2)	(N69° 13' W)	(7.3')
L3	N11° 09' 53"E	45.35'

PARCEL PLAT SHOWING PROPERTY OF

THE WALTON COTTON REVOCABLE TRUST

0.430 AC.
18,714 SQ. FT.

SCALE

1" = 50'

PROJECT

RM 620

COUNTY

WILLIAMSON

LEGEND

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

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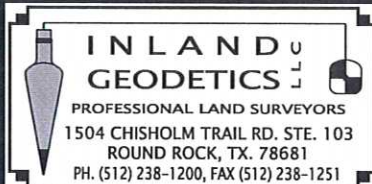
10. NOTHING TO ADDRESS IN SCHEDULE B.

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 10 MAY 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:



PARCEL PLAT SHOWING PROPERTY OF

**THE WALTON COTTON
REVOCABLE TRUST**

SCALE

1" = 50'

PROJECT

RM 620

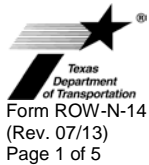
COUNTY

WILLIAMSON

**0.430 AC.
18,714 SQ. FT.**

EXHIBIT "C"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed 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.: 25

Grantor(s), whether one or more: THE WALTON COTTON REVOCABLE TRUST, DATED JANUARY 21, 2011, STARTEX FIRST EQUIPMENT, LTD., and STACY OLIVER

Grantor's Mailing Address (including county):

COTTON
1208 Pecan Drive
Marble Falls, Texas 78654
Burnet County

STARTEX
919 Congress Avenue, Suite 200
Austin, Texas 78701
Travis County

OLIVER
919 Congress Avenue, Suite 200
Austin, Texas 78701
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 One Million Seven Hundred Seventy Thousand and Ninety-Six and no/100 Dollars (\$1,770,096.00) 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**"), and any improvements thereon.

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: Masonry Building, Metal Canopy, MPD Fuel Dispensers, Underground Storage Tanks. Grantee shall further be allowed to enter the remaining property of Grantor solely for the purpose of demolishing and removing the improvements described herein which are bisected by this acquisition.

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.

This Deed is being delivered in lieu of condemnation.

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

GRANTOR:

THE WALTON COTTON REVOCABLE TRUST,
DATED JANUARY 21, 2011

By: _____

Printed Name: _____

Its: _____

Acknowledgement

State of Texas

County of _____

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

Notary Public—State of Texas

GRANTOR:

STARTEX FIRST EQUIPMENT, LTD.

By: _____

Printed Name: _____

Its: _____

Acknowledgement

State of Texas

County of _____

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

Notary Public—State of Texas

GRANTOR:

Stacy Oliver

=====

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____, 2018 by Stacy Oliver, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

EXHIBIT "D"

RM620—Parcel 25R

DEED

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That THE WALTON COTTON REVOCABLE TRUST, DATED JANUARY 21, 2011, STARTEX FIRST EQUIPMENT, LTD., and STACY OLIVER, 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 0.429 acre (19,139 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said 0.429 acre tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 25R**)

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.

GRANTOR:

By: _____
Walton Cotton, Trustee

[illegible]

Notary Public, State of Texas

GRANTOR:

Startex First Equipment, Ltd.

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

GRANTOR:

Stacy Oliver

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2018 by Stacy Oliver, 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:



EXHIBIT "E"

INDEMNITY AGREEMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, hereinafter referred to as "**Agreement**", by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter referred to as "**State**", and **Startex First Equipment, Ltd. and Stacy Oliver** hereinafter referred to as "**Company**", acting by and through its undersigned duly authorized officer for the purpose herein provided, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **Company** is the owner of that certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and made a part hereof for all pertinent purposes, and those certain underground petroleum storage tanks, hereinafter referred to as "**Property**"; and

WHEREAS, the **State** desires to acquire fee simple title and/or certain interests in all or a portion of the **Property** as authorized by the Texas Transportation Commission; and

WHEREAS, the **State**, by its authorized contractor and/or subcontractor, will effectuate certain activities in, over, upon and across all or a portion of the **Property** associated with the construction and maintenance of a highway facility and improvements, including removal of petroleum storage tanks ("PST") on the Property, hereinafter referred to as "**Work**"; and

WHEREAS, the **State** and **Company** desire to set forth their respective rights, responsibilities and obligations regarding any and all cleanup, removal, disposal, abatement and/or remediation, hereinafter referred to as "**Cleanup**", of any and all contamination hereinafter defined, together with any and all costs and fees associated therewith, of the **Property**;

NOW, THEREFORE, for and in consideration of the premises, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms, conditions, stipulations, covenants and restrictions hereinafter set forth, the **State** and the **Company** agree as follows, to-wit:

ARTICLE I

The **Company**, as a condition for the payment of the consideration of the **Property**, **SHALL AND DOES HEREBY FULLY INDEMNIFY AND HOLD HARMLESS THE STATE, ITS SUCCESSORS, ASSIGNS, AGENTS, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, PROCEEDINGS, DAMAGES, JUDGMENTS, AWARDS, PENALTIES, COSTS AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, OF WHATSOEVER NATURE, PAST, PRESENT OR FUTURE, ARISING FROM OR**

RELATED TO ANY CORRECTIVE OR REMEDIAL ACTION REQUIRED BY ANY FEDERAL, STATE OR LOCAL AGENCY FOR CLEANUP, REMOVAL, DISPOSAL, AND ABATING OF ANY AND ALL SOIL CONTAMINATION, GROUNDWATER CONTAMINATION OR ANY OTHER CONTAMINATION OF THE PROPERTY CAUSED BY OR DUE TO THE PRESENCE OF ANY HAZARDOUS, NON-HAZARDOUS, TOXIC, NON-TOXIC OR HARMFUL WASTE, SUBSTANCE, CONSTITUENT, OR ANY DERIVATIVE THEREOF, INCLUDING BUT NOT LIMITED TO PETROLEUM HYDROCARBONS OR THEIR DERIVATIVES, (HEREINAFTER REFERRED TO AS "CONTAMINATION") AND/OR THE RELEASE OR DISCHARGE OF ANY SUCH "CONTAMINATION" IN, UPON, OVER OR UNDER THE PROPERTY. Upon being notified by the **State** of the presence of contamination upon the above described property and/or adjacent properties (including any larger parcel of land owned by the **Company** from which the said Exhibit "A" property was once a portion) it shall be the responsibility of the **Company** to take any and all corrective action as required by any Federal , State, or local agency laws, rules and regulations to clean up, remove, dispose of and abate all such contamination.

ARTICLE II

Any earth or other materials removed from the **Property**, during either the **Work** or **Cleanup**, for the purpose of compliance with any and laws, rules and regulations of any Federal, State or local agency, are deemed to be personal property, with the title and responsibility to all of the above to be vested in the **Company**, disposal facility or contractor which accepts such earth or other material, and shall never pass to or vest in the **State**.

ARTICLE III

Once the **Contamination** has been removed and disposed of and upon completion of all required corrective action (**Cleanup**), the **Company** shall notify the **State**, in writing, that such actions have been accomplished. The **State**, or its authorized representative, after receipt of said notice, shall have the right to inspect the **Property** to ascertain that the removal and disposal of any **Contamination** has been done in compliance with any and all Federal, State and local laws, rules, requirements and regulations. If, in the opinion of the **State**, or its authorized representative, additional work is required to effectuate the removal and disposal of the **Contamination**, the **Company** shall perform such additional work to the satisfaction of any and all applicable laws, rules, requirements and regulations.

ARTICLE IV

On the effective date of this **Agreement**, the **Company** shall, at its sole cost and expense, be responsible to take any and all corrective action as required by any and all applicable laws, rules, requirements and regulations for **Cleanup** of all **Contamination** found in the soil or the groundwater of the **Property**, including any and all unknown pre-existing **Contamination** that may be disclosed or discovered due to soil excavation related to the **Work** being conducted upon the property, provided, however, that the obligations of the **Company** under this agreement shall not apply to new contamination caused by or due to any new release or discharge of **Contamination** upon the **Property** solely by the **State** or the **State's** authorized contractor or subcontractor while performing **Work** upon the **Property**.

ARTICLE V

During the implementation of any required corrective action by the **Company**, the **State** will allow the **Company**, or its agents, to enter upon the said **Property** to perform such corrective action so long as the **State** determines that the said action does not unreasonably interfere with the design, construction, maintenance and/or safety of any highway or other facility of the **State** that has been or will be constructed on the **Property**.

ARTICLE VI

In the event the **Company** fails to fulfill any of its responsibilities and obligations under this **Agreement**, the **State** may enforce specific performance of this **Agreement** and may undertake to perform any or all responsibilities and obligations set forth in this **Agreement** or pursue any and all other remedies, at law or in equity, to which it may be entitled. If the **State** elects to perform any or all responsibilities and obligations of the **Company** under this **Agreement**, the **Company** shall be liable to the **State** for any expenditures or costs necessitated by the performance by the **State**.

ARTICLE VII

No waiver by the **State** of any default or breach of any term, condition or covenant of this **Agreement** shall be deemed to be a waiver of any subsequent default or breach of the same or other term, condition or covenant contained herein.

ARTICLE VIII

This **Agreement** and all terms, provisions and obligations hereof shall be covenants running with the **Property** affected thereby and shall inure to the benefit of and be binding upon the **Company** and the **State** and their respective successors and assigns.

ARTICLE IX

Any notice provided for or permitted to be given hereunder must be given at the addresses designated below by (1) depositing same in the United States Mail, postage prepaid, registered or certified, return receipt requested; (2) delivering the same to the party to be notified; or (3) sending a prepaid telex or telegram. Such notice shall be effective upon receipt, as evidenced by the executed postal receipt or other receipt for delivery;

If to the Company:

Startex
919 Congress Avenue, Suite 200
Austin, Texas 78701

Stacy Oliver
919 Congress Avenue, Suite 200
Austin, Texas 78701

If to the State:

Jason Hudson
Construction Manager—Georgetown Area Office
2727 S. Austin Ave.
Georgetown, Texas 78626

The parties may change their respective notice addresses to any other location within the United States by giving notice of the change in accordance with this section.

ARTICLE X

This **Agreement** contains a complete expression of the **Agreement** between the parties, and there are no promises, representations or inducements except such as herein provided, and the terms of this **Agreement** cannot be varied or terminated except by the written **Agreement** of the parties hereto.

ARTICLE XI

This **Agreement** shall be construed under and in accordance with the laws of the State of Texas. In case any one or more of the provisions contained in this **Agreement** shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this **Agreement** shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

COMPANY:

STARTEX FIRST EQUIPMENT, LTD.

By:_____

Printed Name:_____

Its:_____

Date:_____

Stacy Oliver

Date:_____

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

EXECUTION RECOMMENDED

District Engineer

Date: _____

Approved: _____
Right of Way Division Director

Date: _____