

# EXHIBIT

"A"

## REAL ESTATE CONTRACT

Roundville Lane

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ALPHA WESTINGHOUSE VENTURES, L.L.C., (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 0.505-acre tract of land out of the Memucan Hunt Survey, Abstract No. 314, situated in Williamson County, Texas, being a portion of that certain 7.49 acre tract of land conveyed to Alpha Westinghouse Ventures, LLC by Deed of record in Document No. 2015046891 of the Official Public Records of Williamson County, Texas; more fully described by metes and bounds and plat in Exhibit "A", attached hereto and incorporated herein;

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" 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 Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of EIGHTY-THREE THOUSAND and 00/100 Dollars (\$83,000.00).

#### Payment of Purchase Price

2.02. 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 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 February 15, 2019, 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 City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

(2) The Deed shall be in the form as shown in Exhibit "B" 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 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 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.

*[signature page follows]*

**SELLER:**

ALPHA WESTINGHOUSE VENTURES, L.L.C., a Texas Limited Liability Company

By: 

Address: 15 Roundville Ln

Name: D. Andrew Kim

Round Rock, TX 78664

Title: President

Date: 1/15/19

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Craig Morgan, Mayor

Address: 221 East Main Street  
Round Rock, Texas 78664

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

Attest:

By: \_\_\_\_\_  
Sara White, City Clerk

EXHIBIT "A"

0.505 ACRE  
ROUNDVILLE LANE  
SIDEWALK EASEMENT

FN.NO. 17-372 (ABB)  
DECEMBER 05, 2017  
JOB NO. 222010606

DESCRIPTION

OF A 0.505 ACRE TRACT OF LAND OUT OF THE MEMUCAN HUNT SURVEY ABSTRACT NO. 314 SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 7.49 ACRE TRACT OF LAND CONVEYED TO ALPHA WESTINGHOUSE VENTURES, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015046891 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.505 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron rod found in the southerly right-of-way line of Roundville Lane (50' R.O.W.), being the common northerly corner of that certain 2.281 acre tract of land conveyed to Rock & Roe, LLC by deed of record in Document No. 2014069358 of said Official Public Records and said 7.49 acre tract, for the northwesterly corner hereof;

**THENCE**, N66°28'19''E, leaving the northeasterly corner of said 2.281 acre tract, along the southerly right-of-way line of Roundville Lane, being the northerly line of said 7.49 acre tract, for the northerly line hereof, a distance of 1263.70 feet to a 5/8 inch iron rod found in the westerly line of Lot 1, Block A, Final Plat Glen Ellyn, Section 2, a subdivision of record in Document No. 2017078137 of said Official Public Records, being the northeasterly corner of said 7.49 acre tract, for the northeasterly corner hereof;

**THENCE**, S27°30'14''W, leaving the southerly right-of-way line of Roundville Lane, along the common line of said Lot 1 and said 7.49 acre tract of land, for the easterly line hereof, a distance of 23.89 feet to the southeasterly corner hereof;

**THENCE**, leaving the westerly line of said Lot 1, over and across said 7.49 acre tract, for the southerly line hereof, the following eleven (11) courses and distances:

- 1) S66°28'23''W, a distance of 602.43 feet to an angle point hereof;
- 2) S54°07'20''E, a distance of 4.38 feet to an angle point hereof;
- 3) S66°28'19''W, a distance of 115.54 feet to an angle point hereof;
- 4) S23°31'41''E, a distance of 7.78 feet to an angle point hereof;
- 5) S66°27'34''W, a distance of 40.38 feet to an angle point hereof;



FN 17-372(ABB)  
DECEMBER 05, 2017  
PAGE 2 of 2

- 6) S74°54'17''W, a distance of 53.39 feet to an angle point hereof;
- 7) S66°26'15''W, a distance of 301.61 feet to an angle point hereof;
- 8) S27°24'34''W, a distance of 19.53 feet to an angle point hereof;
- 9) S66°32'17''W, a distance of 14.41 feet to an angle point hereof;
- 10) N23°30'06''W, a distance of 12.27 feet to an angle point hereof;
- 11) S66°26'15''W, a distance of 93.78 feet to a point in the easterly line of said 2.281 acre tract, being the westerly line of said 7.49 acre tract, for the southwesterly corner hereof;

THENCE, N54°06'51''W, along the common line of said 2.281 acre tract and said 7.49 acre tract, for the westerly line hereof, a distance of 22.07 feet to the POINT OF BEGINNING, and containing an area of 0.505 acre (21,987 square feet) of land, more or less, within these metes and bounds.

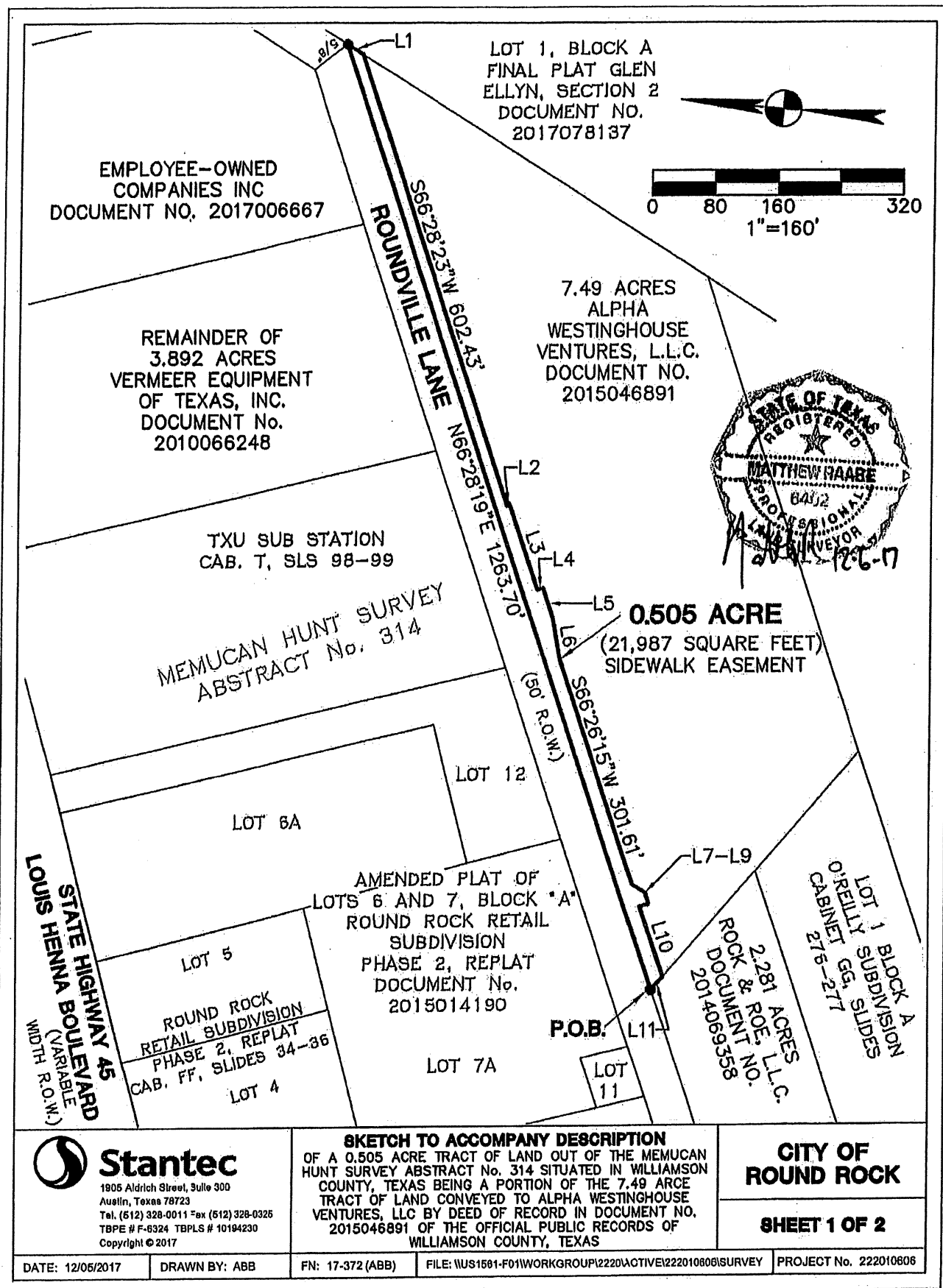
BEARING BASIS: BEARING ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83(96), CENTRAL ZONE, UTILIZING WESTERN DATA SYSTEMS CONTUNALLY OPERATING REFERENCE STATION (CORS) NETWORK AND CALIBRATED TO CITY OF ROUND ROCK SURVEY CONTROL MONUMENTS 01-017, 01-019, 01-020, AND 01-029 AT THE TIME OF SURVEY.

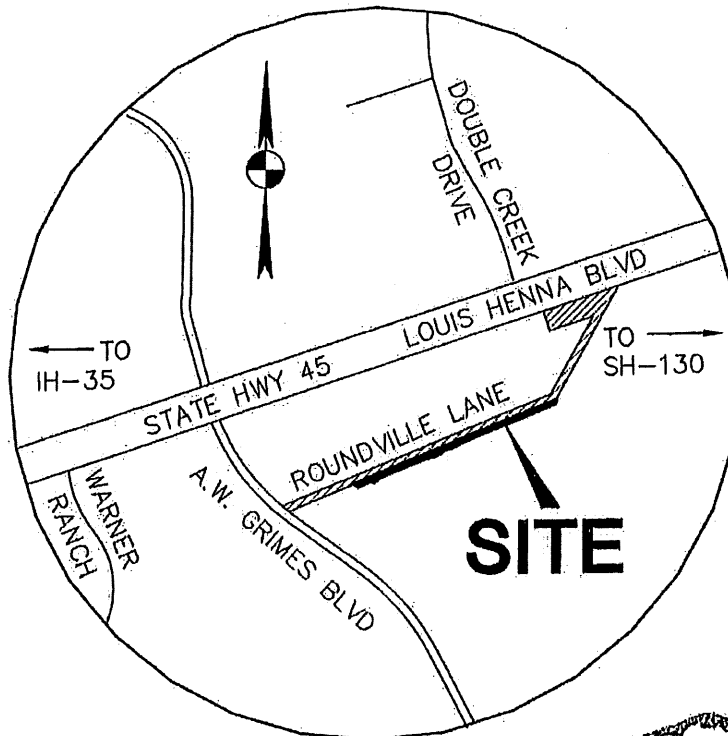
I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING  
SERVICES, INC.  
1905 ALDRICH STREET  
SUITE 300  
AUSTIN, TEXAS 78723

*M. J. Raabe* 12-6-17  
MATTHEW J. RAABE  
R.P.L.S. NO. 6402  
STATE OF TEXAS  
TBPLS NO. 10194230  
matthew.raabe@stantec.com



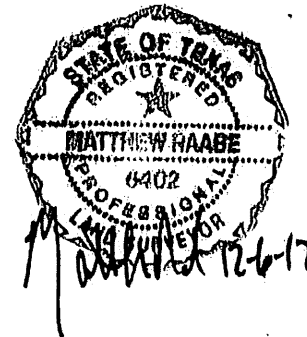




### LEGEND

- P.O.B. POINT OF BEGINNING  
 ● 1/2" IRON ROD FOUND  
 (UNLESS OTHERWISE NOTED)

### VICINITY MAP N.T.S.



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S27°30'14"W	23.89'
L2	S54°07'20"E	4.38'
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### BEARING BASIS NOTE:

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**Stantec**

1905 Aldrich Street, Suite 300  
 Austin, Texas 78723  
 Tel. (512) 328-0011 Fax (512) 328-0325  
 TBPE # F-6324 TBPLS # 10194230  
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**SKETCH TO ACCOMPANY DESCRIPTION**  
 OF A 0.505 ACRE TRACT OF LAND OUT OF THE MEMUCAN HUNT SURVEY ABSTRACT No. 314 SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE 7.49 ARCE TRACT OF LAND CONVEYED TO ALPHA WESTINGHOUSE VENTURES, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015046891 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

**CITY OF  
ROUND ROCK**

**SHEET 2 OF 2**

DATE: 12/05/2017

DRAWN BY: ABB

FN: 17-372 (ABB)

FILE: \\US1561-F01\WORKGROUP\2220\ACTIVE\222010606\SURVEY

PROJECT No. 222010606

EXHIBIT "A"

0.505 ACRE  
ROUNDVILLE LANE  
SIDEWALK EASEMENT

FN.NO. 17-372 (ABB)  
DECEMBER 05, 2017  
JOB NO. 222010606

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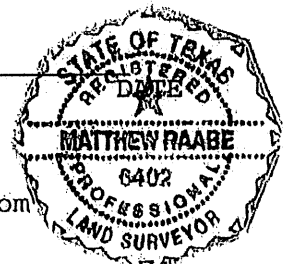
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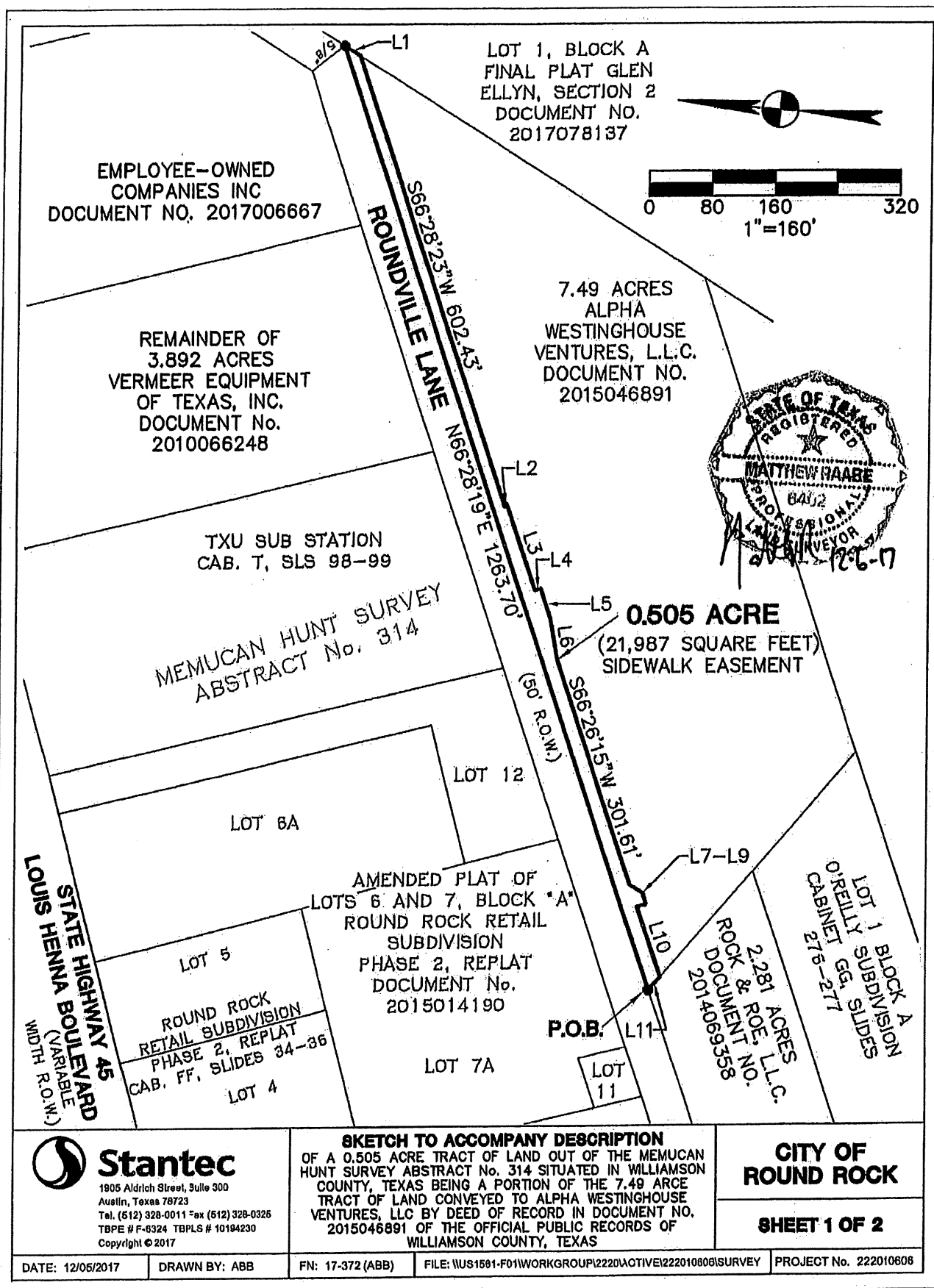
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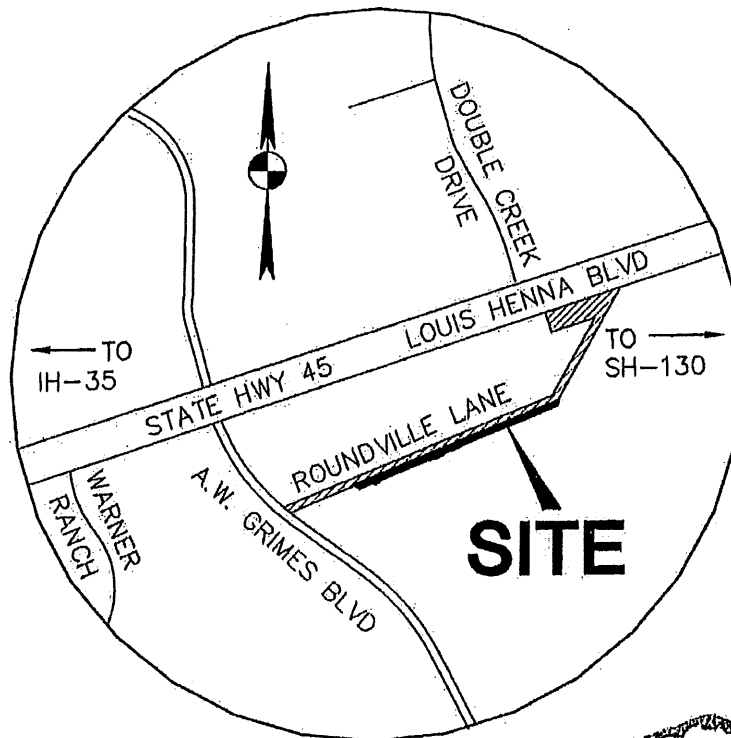
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*Matthew J. Raabe* 12-6-17  
MATTHEW J. RAABE  
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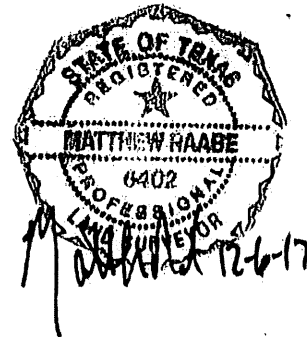




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- 1/2" IRON ROD FOUND  
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### BEARING BASIS NOTE:

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**Stantec**

1905 Aldrich Street, Suite 300  
Austin, Texas 78723  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-6324 TBPLS # 10194230  
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**CITY OF  
ROUND ROCK**

**SHEET 2 OF 2**

DATE: 12/05/2017

DRAWN BY: ABB

FN: 17-372 (ABB)

FILE: \\US1561-F01\WORKGROUP\2220\ACTIVE\222010606\SURVEY

PROJECT No. 222010606

# **EXHIBIT "B"**

## **WARRANTY 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 **ALPHA WESTINGHOUSE VENTURES, L.L.C.**, a Texas limited liability company, 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, being more particularly described as follows:

All of that certain 0.505-acre tract of land out of the Memucan Hunt Survey, Abstract No. 314, situated in Williamson County, Texas, being a portion of that certain 7.49 acre tract of land conveyed to Alpha Westinghouse Ventures, LLC by Deed of record in Document No. 2015046891 of the Official Public Records of Williamson County, Texas; more fully described by metes and bounds and plat in Exhibit "A", attached hereto and incorporated herein

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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.



Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof.

**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.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:**

**ALPHA WESTINGHOUSE VENTURES, L.L.C.**, a Texas Limited Liability Company

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

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

Title:\_\_\_\_\_

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

(Acknowledgement Next Page)

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2019 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 Main Street  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFTER RECORDING RETURN TO:**

EXHIBIT "A"

0.505 ACRE  
ROUNDVILLE LANE  
SIDEWALK EASEMENT

FN.NO. 17-372(ABB)  
DECEMBER 05, 2017  
JOB NO. 222010606

DESCRIPTION

OF A 0.505 ACRE TRACT OF LAND OUT OF THE MEMUCAN HUNT SURVEY ABSTRACT NO. 314 SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 7.49 ACRE TRACT OF LAND CONVEYED TO ALPHA WESTINGHOUSE VENTURES, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015046891 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.505 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2 inch iron rod found in the southerly right-of-way line of Roundville Lane (50' R.O.W.), being the common northerly corner of that certain 2.281 acre tract of land conveyed to Rock & Roe, LLC by deed of record in Document No. 2014069358 of said Official Public Records and said 7.49 acre tract, for the northwesterly corner hereof;

**THENCE**, N66°28'19''E, leaving the northeasterly corner of said 2.281 acre tract, along the southerly right-of-way line of Roundville Lane, being the northerly line of said 7.49 acre tract, for the northerly line hereof, a distance of 1263.70 feet to a 5/8 inch iron rod found in the westerly line of Lot 1, Block A, Final Plat Glen Ellyn, Section 2, a subdivision of record in Document No. 2017078137 of said Official Public Records, being the northeasterly corner of said 7.49 acre tract, for the northeasterly corner hereof;

**THENCE**, S27°30'14''W, leaving the southerly right-of-way line of Roundville Lane, along the common line of said Lot 1 and said 7.49 acre tract of land, for the easterly line hereof, a distance of 23.89 feet to the southeasterly corner hereof;

**THENCE**, leaving the westerly line of said Lot 1, over and across said 7.49 acre tract, for the southerly line hereof, the following eleven (11) courses and distances:

- 1) S66°28'23''W, a distance of 602.43 feet to an angle point hereof;
- 2) S54°07'20''E, a distance of 4.38 feet to an angle point hereof;
- 3) S66°28'19''W, a distance of 115.54 feet to an angle point hereof;
- 4) S23°31'41''E, a distance of 7.78 feet to an angle point hereof;
- 5) S66°27'34''W, a distance of 40.38 feet to an angle point hereof;

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- 6) S74°54'17''W, a distance of 53.39 feet to an angle point hereof;
- 7) S66°26'15''W, a distance of 301.61 feet to an angle point hereof;
- 8) S27°24'34''W, a distance of 19.53 feet to an angle point hereof;
- 9) S66°32'17''W, a distance of 14.41 feet to an angle point hereof;
- 10) N23°30'06''W, a distance of 12.27 feet to an angle point hereof;
- 11) S66°26'15''W, a distance of 93.78 feet to a point in the easterly line of said 2.281 acre tract, being the westerly line of said 7.49 acre tract, for the southwesterly corner hereof;

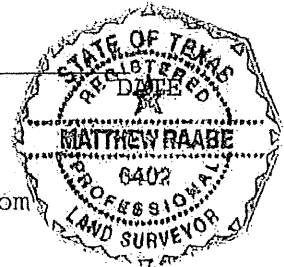
**THENCE**, N54°06'51''W, along the common line of said 2.281 acre tract and said 7.49 acre tract, for the westerly line hereof, a distance of 22.07 feet to the **POINT OF BEGINNING**, and containing an area of 0.505 acre (21,987 square feet) of land, more or less, within these metes and bounds.

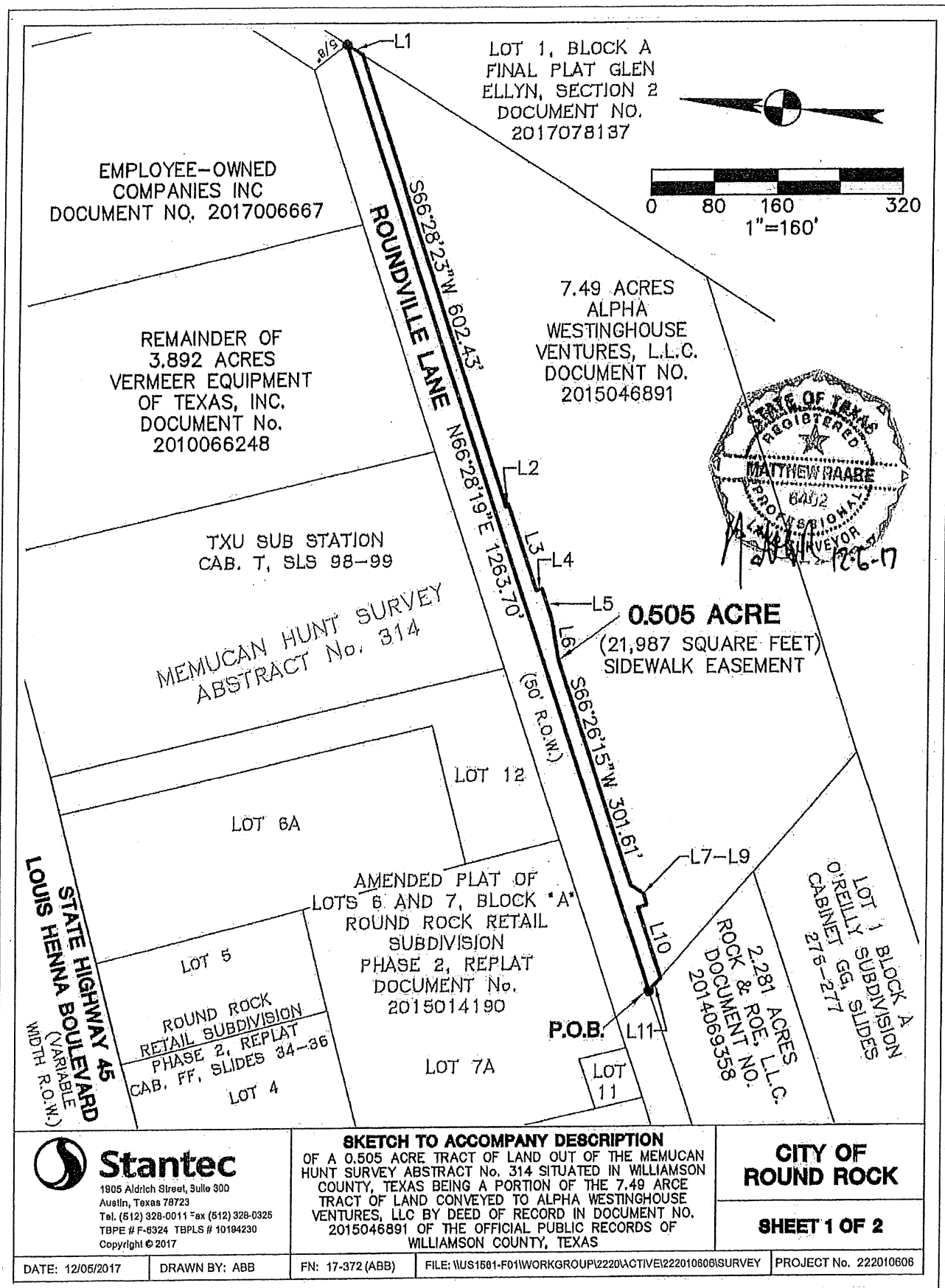
**BEARING BASIS:** BEARING ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83(96), CENTRAL ZONE, UTILIZING WESTERN DATA SYSTEMS CONTUNALLY OPERATING REFERENCE STATION (CORS) NETWORK AND CALIBRATED TO CITY OF ROUND ROCK SURVEY CONTROL MONUMENTS 01-017, 01-019, 01-020, AND 01-029 AT THE TIME OF SURVEY.

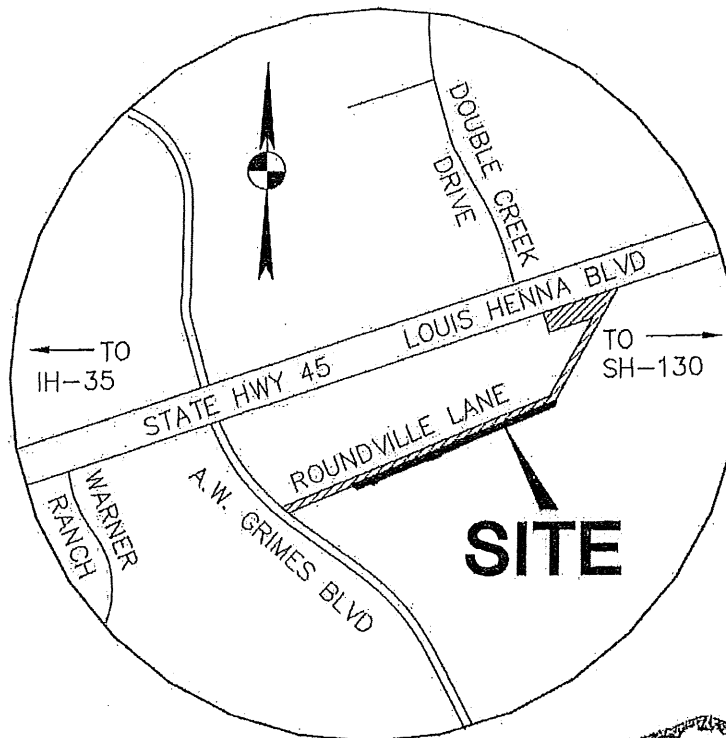
I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING  
SERVICES, INC.  
1905 ALDRICH STREET  
SUITE 300  
AUSTIN, TEXAS 78723

*M. J. Raabe* 12-6-17  
MATTHEW J. RAABE  
R.P.L.S. NO. 6402  
STATE OF TEXAS  
TBPLS NO. 10194230  
matthew.raabe@stantec.com





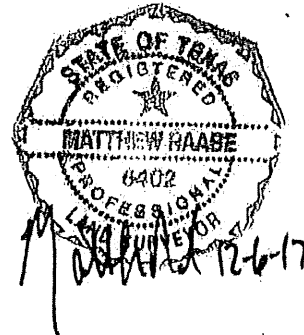


### LEGEND

- P.O.B. POINT OF BEGINNING
- 1/2" IRON ROD FOUND  
(UNLESS OTHERWISE NOTED)

### VICINITY MAP

N.T.S.



### BEARING BASIS NOTE:

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83(96), CENTRAL ZONE, UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK AND CALIBRATED TO CITY OF ROUND ROCK SURVEY CONTROL MONUMENTS 01-017, 01-019, 01-020, AND 01-029 AT TIME OF SURVEY.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S27°30'14"W	23.89'
L2	S54°07'20"E	4.38'
L3	S66°28'19"W	115.54'
L4	S23°31'41"E	7.78'
L5	S66°27'34"W	40.38'
L6	S74°54'17"W	53.39'

LINE TABLE		
NO.	BEARING	DISTANCE
L7	S27°24'34"W	19.53'
L8	S66°32'17"W	14.41'
L9	N23°30'06"W	12.27'
L10	S66°26'15"W	93.78'
L11	N54°06'51"W	22.07'



**Stantec**

1905 Aldrich Street, Suite 300  
Austin, Texas 78723  
Tel. (512) 328-0011 Fax (512) 328-0325  
TBPE # F-6324 TBPLS # 10194230  
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### SKETCH TO ACCOMPANY DESCRIPTION

OF A 0.505 ACRE TRACT OF LAND OUT OF THE MEMUCAN HUNT SURVEY ABSTRACT No. 314 SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE 7.49 ARCE TRACT OF LAND CONVEYED TO ALPHA WESTINGHOUSE VENTURES, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015046891 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

**CITY OF  
ROUND ROCK**

**SHEET 2 OF 2**

DATE: 12/05/2017 DRAWN BY: ABB FN: 17-372 (ABB) FILE: NUS1561-F01\WORKGROUP\2220\ACTIVE\222010606\SURVEY PROJECT No. 222010606