

EXHIBIT

"A"

REAL ESTATE CONTRACT

Deep Wood Drive Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROBJACS, 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 3.434 acres (149,576 square foot) tract of land out of and situated in the J. M. Harrell Survey, Abstract No. 284 in Williamson County, Texas; more fully described 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 FIVE HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY-SEVEN and 00/100 Dollars (\$560,587.00).

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. Johnson Wastewater Easement. As additional consideration for the completion of the transaction as contemplated herein, Seller agrees that it shall deliver at Closing a duly executed Wastewater Easement from the Johnson family to the City of Round Rock (“City”), which Easement shall be in the general location as shown on Exhibit “B” attached hereto and incorporated herein. The final location of the Easement shall be determined by metes and bounds survey, prepared at the cost of Seller, to be attached to the easement document for recording in the real property records as part of Closing, and which location and description shall be approved by the City’s Utility Department prior to completion. The Wastewater Easement document shall be in the form as shown in Exhibit “C” attached hereto and incorporated herein.

2.04. Future Wastewater Service Extension by City. If Seller completes the delivery of an executed Wastewater Easement at Closing of this transaction as set out in Paragraph 2.03 above, then as an obligation which shall survive the Closing of this transaction Purchaser agrees that as a part of the construction of the proposed Deep Wood Drive roadway facility extension on the Property it shall also cause a waste water service facility extension (the “Wastewater Extension”) to be constructed at its sole cost and in the approximate location as shown on Exhibit “B” attached hereto and incorporated herein.

The proposed Wastewater Extension shall be constructed by Purchaser between (a) the existing manhole on the City’s 60” waste water facility, and (b) the eastern boundary of the Property, in the general location as shown on Exhibit “B” attached hereto and incorporated herein. The final alignment of the proposed waste water service extension shall be determined by the City’s Utility engineers as part of the overall Deep Wood project design and using standard City of Round Rock design criteria.

The proposed Wastewater Extension shall be sized by the City of Round Rock to adequately serve the approximately 3.49 acre tracts currently owned by Seller and/or Margaret E. Joseph as shown on Exhibit “B” for any development use categories for those properties approved by the City.

The Wastewater Extension obligations of Purchaser/City as set out herein are specifically contingent on the delivery of the Wastewater Easement from Johnson at Closing as set out above.

2.05. Future Stormwater Culvert Design. As an obligation which shall survive the Closing of this transaction, City agrees that as part of the design of the proposed Deep Wood Drive roadway extension facilities it shall cause any drainage cross culverts which convey flows across or under the roadway facilities which will be constructed upon the Property to be designed and constructed to a size which shall adequately convey fully developed upstream stormwater flows from the approximately 3.49 acres currently owned by Seller and/or Margaret E. Joseph as shown on Exhibit “B”.

By execution of this contract the parties agree that Purchaser shall have no responsibility to obtain on behalf of Seller any legal approval or permitting, and by the design and construction obligation in this paragraph does not grant or assume any legal approval or permitting responsibility, from any applicable agency or authority which may regulate the storm water detention and/or discharge from any development constructed upon the approximately 3.49 acres currently owned by Seller and/or Margaret E. Joseph, and as further identified on Exhibit "B" attached hereto and incorporated herein. Compliance and permitting of any stormwater detention or discharge from the 3.49 acres of Seller and/or Margaret E. Joseph shall remain the sole responsibility of the property owners.

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 July 31, 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 mortgage 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 "D" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide 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:

- (1) Pay the cash portion of the Purchase Price.
- (2) Deliver a duly executed Temporary Access Easement in the form as shown in Exhibit "E" attached hereto and incorporated herein, to be recorded in the Official Records of Williamson County, Texas as part of the Closing.

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:

ROBJACS, LLC

By: _____

Name: _____

Its: _____

Date: _____

Address: _____

108 E. Bagdad, Ste. 100
Round Rock Tx 78664

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

Address: 221 East Main St.

Round Rock, Texas 78664

Date: _____



2P CONSULTANTS, LLC
507 W. Liberty Ave
Round Rock, Texas 78664
512-344-9664
TBPE FIRM #F-19351
TBPLS FIRM #10194377

EXHIBIT "A"

BEING A 3.434 ACRE TRACT (149,576 SQ. FT.) OF LAND OUT OF THE J. M. HARRELL SURVEY, ABSTRACT 284, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF CALLED 9.405 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED CONVEYED TO 60/40 PARTNERSHIP BY DEED RECORDED IN VOLUME 1755, PAGE 496, VOLUME 1755, PAGE 505, VOLUME 1755, PAGE 511, AND VOLUME 1755, PAGE 516, OF THE DEED RECORDS WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at a 1/2 inch iron rod found for the northeast corner of said 9.405 acre tract and the north corner of a called 0.50 acre tract described in deed to Margaret E. Joseph Trustee of the Joseph Family Trust recorded in Document Number 2007067613 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and on the existing west right-of-way line of Sam Bass Road;

THENCE North 46°05'34" West 140.07 feet with the east line of said 9.405 acre tract and the existing west right-of-way line of Sam Bass Road to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500" for the **POINT OF BEGINNING** of the herein described tract;

THENCE South 53°15'51" West 280.52 feet through said 9.405 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

THENCE 493.63 feet along a curve to the **left** having a radius of **410.00 feet**, a delta angle of **68°58'43"** and a chord that bears **South 18°46'24" West 464.35 feet** to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500" on the south line of said 9.405 acre tract and the north line of a called 12.448 acre tract described in deed to George E. Transom, II and Theresa G Transom, Trustee of the George E. and Theresa G. Transom Living Trust recorded in Document Number 2008029796 of the O.P.R.W.C.T.

THENCE South 82°33'29" West 197.22 feet with the south line of said 9.405 acre tract and the north line of said 12.448 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500" for the southwest corner of the remainder of said 9.405 acre tract and the southeast corner of a called 2.056 acre tract described in deed to Williamson County recorded in Document Number 2018011931 of the O.P.R.W.C.T.

THENCE North 11°03'50" West 323.50 feet with the west line of the remainder of said 9.405 acre tract and the east line of said 2.056 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

THENCE North 70°18'59" East 141.32 feet through said 9.405 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

THENCE North 26°12'06" East 50.01 feet through said 9.405 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

THENCE North 17°16'54" East 52.18 feet through said 9.405 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

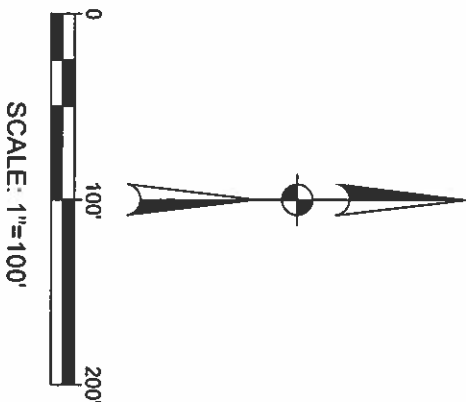
LEGEND

- 1/2" IRON ROD WITH CAP FOUND (AS NOTED)
- 1/2" IRON ROD SET WITH RED PLASTIC CAP STAMPED "2PCONSULT RPLS 6500"
- OHE- OVERHEAD ELECTRICAL LINE
- O.P.R.W.C.T. OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS WILLAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

1523 SAM BASS ROAD

BEING A 3.434 ACRE TRACT (149,576 SQ. FT.) OF LAND OUT OF THE J. M. HARRELL SURVEY, ABSTRACT 284, WILLAMSON COUNTY, TEXAS AND BEING A PORTION OF CALLED 9.405 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED CONVEYED TO 60/40 PARTNERSHIP RECORDED IN VOLUME 1755, PAGE 496, VOLUME 1755, PAGE 505, VOLUME 1755, PAGE 511, AND VOLUME 1755, PAGE 516, OF THE OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY, TEXAS (O.P.R.W.C.T.).

SITE MAP LOCATION



LINE TABLE		
LINE #	DIRECTION	DISTANCE
L1	N45°41'18"W	21.54'
L2	N65°57'52"E	200.89'
L3	N23°58'44"W	11.99'
L4	N51°07'07"E	255.98'
L5	N17°16'54"E	52.18'
L6	N26°12'06"E	50.01'
L7	N70°18'59"E	141.32'
L8	N11°04'40"W	21.91'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C1	493.63'	410.00'	68°58'43"	S18°46'24"W
				464.35'

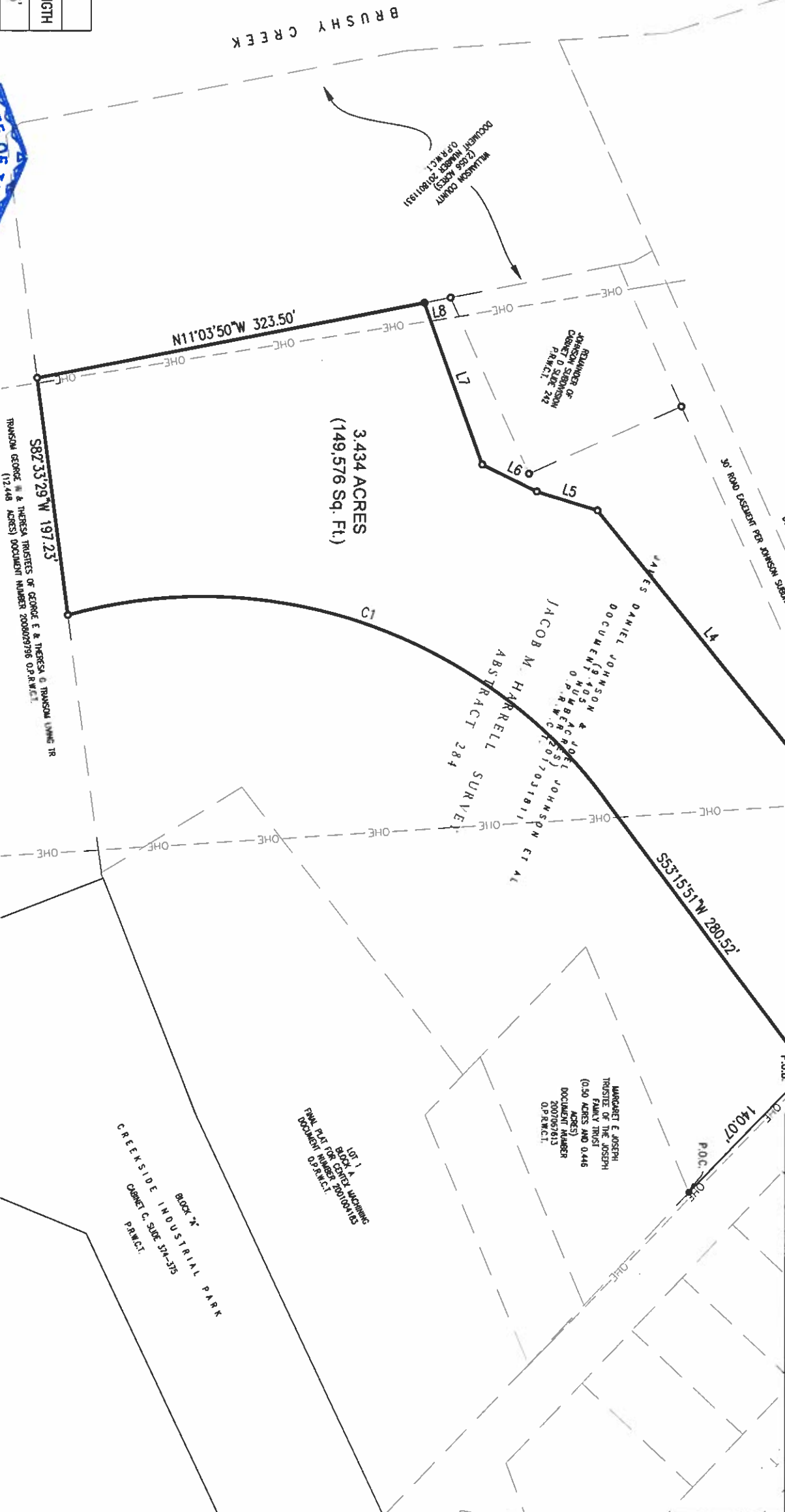
AS SURVEYED BY
2P CONSULTING
FIRM REGISTRATION NO. 10194377

CORY BLAKE SILVA, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6500

12-3-2018



THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 1, STANDARD LAND SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.



PROJECT: JAY ROBINSON

JOB NUMBER:

DATE: 11/26/2018

SCALE: 1" = 100'

SURVEYOR: CORY BLAKE SILVA

TECHNICIAN: TY GEURINK

DRAWING: ROW Exhibit - SAM BASS METES AND BOUNDS REV DWG

FIELDNOTES: N:\Projects\Jay Robinson\1523 Sam Bass Road - Replat\Survey

PARTYCHIEF:

FIELDBOOKS: 111 / 46



507 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351
TBPLS FIRM #10194377

EXHIBIT "C"

WASTEWATER EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

That **JAMES DANIEL JOHNSON**, as Trustee of the Mary Ann Johnson Marital Deduction Trust; **JAMES D. JOHNSON**, as Trustee of the Mary Ann Johnson Schroeder Revocable Living Trust; **JAMES DANIEL JOHNSON**, as Trustee of the Joel Hartman Johnson Family Trust; **JANET JOHNSON BARTHOLOMEW**; **JAMES DANIEL JOHNSON**; **JOHN KRISTIAN JOHNSON**; **KATHERINE PASCHAL MIHILLS n/k/a KATHERIN PASCHAL**; and **JOHN CLAY REID**, whose address is 1525 Sam Bass Road, Round Rock, Texas 78681, and its successors and assigns, (hereinafter referred to as "Grantor"), for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by the **CITY OF ROUND ROCK, TEXAS**, (hereinafter referred to as "Grantee"), whose mailing address is 221 East Main Street, Round Rock, Texas 78664, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement and right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a wastewater system and lines, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across the following described property of Grantor, to-wit ("Easement Area"):

Being a _____ acre tract of land out of the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; said tract being more fully described by metes and bounds and sketch in Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is made and accepted subject to all conditions and restrictions, if any, relating to the herein above described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual; provided, however, that said easement, rights and privileges shall cease and revert to Grantor in the event the said wastewater line is abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Area covered by this grant without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use of the Easement Area to determine the effect, if any, on the wastewater lines contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the wastewater lines. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) City Engineer at 2008 Enterprise Drive, Round Rock, Texas 78664.

Grantor further grants to Grantee:

- (a) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist, but only in the event that access to the Easement Area is not otherwise reasonably available from a public road or right of way; otherwise by such route(s) as shall occasion the least practicable damage or inconvenience to Grantor; provided that such ingress and egress right shall not extend to any portion of Grantor's property isolated from the easement by any public highway or road now or hereafter crossing the property; the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any barricade or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such barricade or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantor's property to as similar a condition as is reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said barricade or other structure is inconsistent with rights conveyed to Grantee herein;
- (b) the right of construction, maintaining and using such roads on and across the Easement Area as Grantee may deem necessary in the exercise of the right of ingress and egress;
- (c) the right to mark the location of the Easement Area by suitable markers; provided that such markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Easement Area;
- (d) the right to grade the Easement Area for the full width thereof and to extend the cuts and fills for such grading into and on the land in the Easement Area to such extent as Grantee may find reasonably necessary;
- (e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area and to trim and to cut down and clear away any trees on either side of the Easement Area which now or hereafter in the opinion of Grantee may be a hazard to the pipeline, valves, appliances or fittings, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, Grantee will provide written notice to Grantor prior to removal of any trees outside of the Easement Area, and provided that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;
- (f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and
- (g) the right to support the pipelines across ravines and watercourses with such structures as Grantee shall deem necessary.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement Area;
- (b) Grantee shall promptly backfill any trench made by it on the Easement Area and repair any damage it shall do to Grantor's private roads or lanes on the lands.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Easement Area, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the Easement Area any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the Easement Area, or diminish or substantially add to the ground cover over the pipelines. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by this conveyance. Provided however, before constructing any non-interfering improvements listed in this paragraph, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement Area, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement Area.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the easement as a public utility wastewater line easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof; provided however, this Wastewater Easement is subject to all matters of record in the Official Public Records of Williamson County, Texas.

This Easement is being granted in lieu of condemnation. Grantor and Grantee have agreed that the property interests conveyed herein are being sold and conveyed to Grantee under the imminence of condemnation, as that term is defined in the Internal Revenue Service Code Section 1033, Title 26, United States Code.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2019.

(Signatures on the following pages)

GRANTOR:

James Daniel Johnson, as Trustee of the Mary Ann Johnson
Marital Deduction Trust

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by James Daniel Johnson, Trustee of the Mary Ann Johnson Marital Deduction Trust, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

James D. Johnson, as Trustee of the Mary Ann Johnson
Schroeder Revocable Living Trust

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by James D. Johnson, Trustee of the Mary Ann Johnson Schroeder Revocable Living Trust, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

James Daniel Johnson, as Trustee of the Joel Hartman
Johnson Family Trust

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by James Daniel Johnson, Trustee of the Joel Hartman Johnson Family Trust, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

Janet Johnson Bartholomew

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by Janet Johnson Bartholomew, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

James Daniel Johnson

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2019, by James Daniel Johnson, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

John Kristian Johnson

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2019, by John Kristian Johnson, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

Katherine Paschal Mihills, n/k/a Katherine Paschal

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by Katherine Paschal Mihills, n/k/a Katherine Paschal, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

John Clay Reid

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by John Clay Reid, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

EXHIBIT "D"

DEED

Deep Wood Drive Right of Way

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 ROBJACS, LLC, and JAMES D. JOHNSON, as Trustee of the Mary Ann Johnson Schroeder Revocable Living Trust, 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 3.434 acre (149,676 square foot) tract of land out of and situated in the J.M. Harrell Survey, Abstract No. 284 in Williamson County, Texas; more fully described 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; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Gattis School Road.

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.

[signature pages follow]

GRANTOR:

ROBJACS, LLC

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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 _____

GRANTOR:

James D. Johnson, as Trustee of the Mary Ann Johnson
Schroeder Revocable Living Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____,
2019 by James D. Johnson, 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

AFTER RECORDING RETURN TO:

EXHIBIT "E"

TEMPORARY ACCESS EASEMENT AGREEMENT

Deep Wood Drive Right of Way

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

A. CITY OF ROUND ROCK, TEXAS ("Grantor"), whose mailing address is 221 Main Street, Round Rock, Texas 78664, is the owner of that certain tract of land containing approximately 3.434 acres in Williamson County, Texas, (the City Tract") and being more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes. The City Tract was acquired by Grantor for the purposes of constructing proposed Deep Wood Drive public roadway improvements at some point in the future ("Deep Wood Project").

B. ROBJACS, LLC and MARGARET E. JOSEPH, Trustee of the Joseph Family Trust also known as the James Joseph, Jr. Marital Deduction Trust (collectively "Grantee"), whose mailing address is 108 East Bagdad Ave., Suite 100, Round Rock, Texas 78664, are the owners of those certain tracts of land totaling approximately 3.49 acres in Williamson County, Texas, (the Robjacs Tract") and being more particularly identified as Lot 1 (1.69 acres) and Lot 2 (1.80 acres) on Exhibit "B" attached hereto and incorporated herein for all purposes.

C. As of the date of execution of this instrument, the specific date by which Grantor will begin construction of the Deep Wood Project is undetermined, and so the sole point of available legal access for Lot 1 and Lot 2 of the Robjacs Tract is from Sam Bass Road. The parties anticipate direct public access to Lot 2 of the Robjacs Tract will be provided through connection with the future Deep Wood Project roadway facilities. Grantor wishes to ensure interim legal access to Lot 2 of the Robjacs Tract until such public access is constructed.

In consideration of the foregoing, Grantor by this instrument ESTABLISHES, GRANTS and CONVEYS to Grantee, its successors and assigns, for the benefit of Lot 2 of the Robjacs Tract, a temporary easement appurtenant in, upon, over, through and across those portions of the City Tract that lie within 50' of the eastern boundary of the City Tract (the "Easement Area"), and generally as shown on Exhibit "B" for the purposes ("Access Purposes") of (a) free and uninterrupted vehicular and pedestrian ingress and egress between Lot 2 of the Robjacs Tract and Sam Bass Road; and (b) the placement, construction, installation, operation, inspection, maintenance, replacement, upgrade, relocation, realignment, removal and repair of street and drainage improvements serving Lot 2 of the Robjacs Tract.

Any temporary street improvements constructed by Grantee in the Easement Area as authorized herein shall be of an all-weather surface and of sufficient size and capacity to support emergency vehicle access at all times during use of the Easement Area and as approved by Grantor, which approval shall not be unreasonably withheld. The cost of initial construction and continuing maintenance of any temporary improvements within the Easement Area for the purposes set out herein shall be the sole responsibility of Grantee. The cost of removal of any temporary improvements within the Easement Area which is required for construction of the proposed Deep Wood Project shall be the responsibility of Grantor.

The Easement is non-exclusive, and Grantor may at any time dedicate or grant fee simple interests or permanent easements in and to the Easement Area or any portion thereof to a governmental authority or utility service provider, or by recording one or more easements or right-of-way dedications so granting or dedicating the Easement Area or portions thereof (collectively, "Dedictory Instruments"); provided, however, that Grantor will not use the Easement Area in any manner or grant any easement or inconsistent right on or over the Easement Area that interferes or is inconsistent with or prevents the use of the Easement for Access Purposes until such time as Grantor begins construction of the proposed Deep Wood Project.

Grantor specifically retains the right to begin construction of the proposed Deep Wood Project facilities upon the City Tract and the Easement Area at any time in its sole discretion after execution of this Easement, and shall provide written notice of such intent to construct to Grantee at the address identified herein, or to the address of any succeeding owner as identified in the Official Public Records or the William Central Appraisal District.

The Easement will automatically terminate in its entirety and be of no further force or effect as to the Easement Area on the first date public roadway facilities constructed by Grantor provide legal access to and from Lot 2 of the Robjacs Tract and the proposed Deep Wood Project. Such public access need not be wholly over and across the Easement Area, so long as access exists from Lot 2 of the Robjacs Tract to a publicly dedicated and constructed roadway facility.

In further consideration for grant of this Easement, Grantee agrees to release, indemnify and hold harmless the Grantor from, and assumes entire responsibility and liability for, any claims or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to access to or use of the Easement Area for the Access Purposes by Grantee, its agents and employees, its subcontractors, their agents and employees and any guests, licensees or invitees.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of this _____ day of _____, 2019.

[signature pages follow]

GRANTOR:

CITY OF ROUND ROCK

By: _____
Laurie Hadley, City Manager

Acknowledgment

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Laurie Hadley, City Manager of the City of Round Rock, Texas, in the capacity and for the purposes and consideration recited herein.

GRANTEE:

ROBJACS, LLC

By: _____

Name: _____

Its: _____

Acknowledgment

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me on the ____ day of _____, 2019, by
_____, in the capacity and for the purposes and consideration
recited herein.

GRANTEE:

MARGARET E. JOSEPH, Trustee of the Joseph Family Trust
also known as the James Joseph, Jr. Marital Deduction Trust

Acknowledgment

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Margaret E. Joseph, in the capacity and for the purposes and consideration recited herein.

AFTER RECORDING RETURN TO: