

# EXHIBIT

## "A"

### REAL ESTATE CONTRACT

Kenney Fort Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MICHAEL G. RUCKER and DENISE B. RUCKER, (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 1.57 acre tract of land out of and situated in the A. Thomas Survey, Abstract No. 609 in Williamson County, Texas; said parcel more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 15**);

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 COMPENSATION**

2.01. Land Purchase Price. The Purchase Price for the property described in Exhibit "A", and for any damage to the remaining property of Seller shall be the sum of TWO HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED FIFTY-NINE and 50/100 Dollars (\$256,459.50).

2.02. Additional Improvement/Fencing Compensation. In addition to the Land Purchase Price above, Purchaser shall pay the additional sum of FOUR THOUSAND SIX HUNDRED and 00/100 Dollars (\$4,600.00) for the acquisition of any improvements upon the Property, and as compensation for any fence reconstruction or other cure of the remaining property of Seller.

2.03. Purchase Price Credits/Offsets. The total amount of the Land Purchase Price and Additional Improvement/Fencing Compensation shall be reduced, offset, or otherwise credited to Purchaser in the following amounts:

- (a) Possession and Use Agreement Payment: \$0
- (b) Driveway construction credit: \$3,750
- (c) Waste water casing pipe construction credit: \$4,312

TOTAL CREDITS/OFFSETS: \$8,062

2.04. **Final Purchase Price.** After deduction of the Purchase Price Credits/Offsets from the Initial Land Purchase Price and Additional Improvement/Fencing Compensation, the Final Purchase Price now due and owing from Purchaser for the Property shall be the sum of **TWO HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED NINETY-SEVEN and 50/100 Dollars (\$252,997.50)**

Payment of Final Purchase Price

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

Special Provisions and Additional Compensation

2.06. Existing Fence Removal Notification. As an obligation and agreement of the parties which shall survive the Closing of this transaction, Purchaser shall not remove the existing fencing improvements from the Property acquired herein before a minimum of forty-eight (48) hours prior written notice is provided to Seller at the address adjacent to signature below, or to electronic mail address provided by Seller prior to Closing.

2.07. Waste Water Steel Casing Pipe. As an obligation and agreement which shall survive the Closing of this transaction, as part of the construction of the proposed Kenney Fort Boulevard improvements upon the Property acquired herein and from adjacent property owners, Purchaser shall at its sole expense furnish and install one (1) 18" Steel Casing Pipe (1/4" wall thickness) by open cut, not including 8" carrier pipe, including appurtenances, complete in place. The Casing Pipe crossing shall be installed between Sta. 130+00 and Sta. 140+00 of the proposed Kenney Fort Boulevard project, and shall extend across the full width of the proposed roadway improvements as shown on Exhibit "B" attached hereto. The final location alignment of the Casing Pipe crossing shall be determined by the engineers of Purchaser in connection with the completion of the roadway construction plans, using best generally accepted engineering design practices which is otherwise in compliance with the City of Round Rock roadway and utility design criteria.

In addition, at any time after the Closing of this transaction and prior to final completion of the construction plans for the proposed roadway and utility improvements upon the Property, Seller shall be permitted to negotiate directly with the City of Round Rock for the installation of additional utility Steel Casing Pipe across the proposed Kenney Fort Boulevard roadway improvements and right of way, at the sole cost of Seller. The approval and installation of any additional utility Steel Casing Pipe shall be subject to engineering feasibility using generally

accepted standard engineering design practices, and otherwise in compliance with the City of Round Rock roadway and utility design criteria.

2.08. Driveway Construction. As an obligation and agreement which shall survive the Closing of this transaction, as part of the construction of the proposed Kenney Fort Boulevard improvements upon the Property acquired herein and from adjacent property owners, Purchaser shall at its sole expense cause the construction of three (3) concrete driveways between the edge of the Kenney Fort Boulevard roadway improvements and the edge of the new right of way line at the acquired Property. The driveways shall be a minimum of twenty-five (25) feet in width, and shall otherwise be constructed in the locations and in substantial compliance with the specifications and notes as shown in Exhibit "C" attached hereto and incorporated herein.

By execution of this Contract the Seller agrees to allow Purchaser, its agents and contractors to temporarily enter the remaining property of Seller for the sole purpose of carrying out the obligations of this paragraph if necessary. Any disturbance of the surface of the remaining property of Seller in carrying out these obligations shall be restored by Purchaser upon completion as closely as possible to the condition existing immediately prior to entry.

### **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 August 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 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 necessary to require Title Company to 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 pages follow]*

**SELLER:**

Michael G. Rucker

Michael G. Rucker

Date: 7/14/2019

Address: 6 WESTVIEW DR

ROUND ROCK, TX 78664

Denise B. Rucker

Denise B. Rucker

Date: 7/14/2019

Address: 6 Westview Dr

Round Rock, TX 78664



**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

Address: 221 East Main St.  
Round Rock, Texas 78664

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

**EXHIBIT "A"**  
**PARCEL 15**

**Variable Width Right-of-Way Acquisition**

METES AND BOUNDS DESCRIPTION OF A  
1.57 ACRE TRACT OF LAND OUT OF THE  
MICHAEL G. RUCKER AND SPOUSE, DENISE B. RUCKER TRACT  
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 1.57 ACRE TRACT OF LAND SITUATED IN THE A. THOMAS SURVEY, ABSTRACT NO. 609, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 5.526 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO MICHAEL G. RUCKER AND SPOUSE, DENISE B. RUCKER AND RECORDED IN DOCUMENT NO. 9842360 OF THE OFFICIAL RECORDS OF SAID COUNTY; SAID 1.57 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod found for the common southwest corner of said 5.526 acre tract and the northwest corner of a called 5.5222 acre tract of land as described in a deed to Brian Johnson and Jessica Johnson, husband and wife and recorded in Document No. 2003037132 of the Official Public Records of said County, being on the east line of a called 41.153 acre tract of land as described in a deed to the State of Texas and recorded as Parcel No. 2, Part 6 in Volume 1970, Page 515 of the Official Records of said County, for the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE** with the common west line of said 5.526 acre tract and the east line of said 41.153 acre tract, **North 23° 49' 25" West**, a distance of **285.77 feet** to a calculated point for the common northwest corner of said 5.526 acre tract and the southwest corner of a called 5.53 acre tract of land as described in a deed to Richard G. Nord and wife, Joy Nord and recorded in Volume 906, Page 289 of the of the Deed Records of said County, for the northwest corner hereof;

**THENCE** with the common north line of said 5.526 acre tract and the south line of said 5.53 acre tract, **North 87° 58' 38" East**, a distance of **255.91 feet** to a 1/2-inch rod with

aluminum cap stamped "C.O.R.R. R.O.W." set for the northeast corner hereof, from which a 1/2-inch iron rod found for the common northeast corner of said 5.526 acre tract and the southeast corner of said 5.53 acre tract, being on the west right-of-way line of Westview Drive (right-of-way width varies) bears, North 87° 58' 38" East, a distance of 703.97 feet;

**THENCE** through the interior of said 5.526 acre tract, **South 24° 39' 54" East**, a distance of **287.69 feet** to a 1/2-inch rod with aluminum cap stamped "C.O.R.R. R.O.W." set on the common south line of said 5.526 acre tract and the north line of said 5.5222 acre tract, for the southeast corner hereof;

**THENCE** with the common south line of said 5.526 acre tract and the north line of said 5.5222 acre tract, **South 88° 01' 08" West**, a distance of **260.54 feet** to the **POINT OF BEGINNING** and containing 1.57 acres of land and based on the survey and exhibit drawing made by CP&Y, Inc.

This metes and bounds description is accompanied by an exhibit drawing.

**Basis of Bearings:** Bearings are based on the Texas Central State Plane Coordinate System NAD '83 (HARN '83), which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

Surveyed in the field during January and February, 2018



Margaret A. Nolen, R.P.L.S. No. 5589  
CP&Y, Inc.  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10194125  
Project No. 1500603

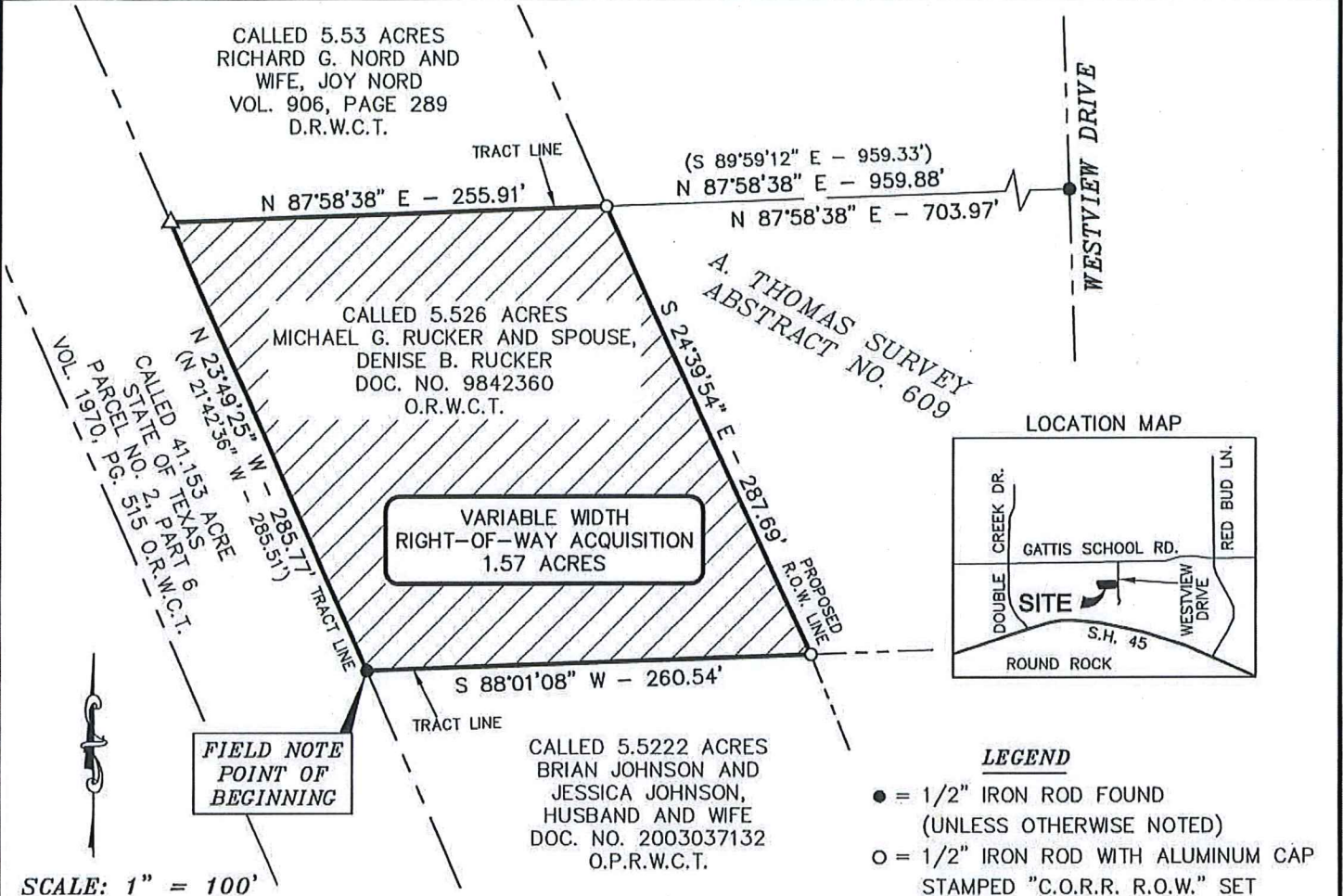


G:\PROJECTS\1500603R - Kenney Fort Blvd. Extension\METES AND BOUNDS\1500603R PARCEL 15.doc



EXHIBIT "A"  
PARCEL 15

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)  
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION  
OF A 1.57 ACRE TRACT OF LAND  
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



GENERAL NOTES:

- 1) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.



1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 512.248.0065  
TEXAS REGISTERED ENGINEERING FIRM F-1741  
TBPLS 10194125

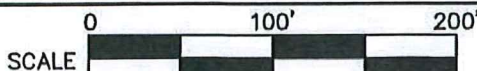
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT  
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR  
LAND SURVEYS IN THE STATE OF TEXAS.

SURVEYED DURING:  
JANUARY AND FEBRUARY, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589



3 OF 3



© 2018 ALL RIGHTS RESERVED

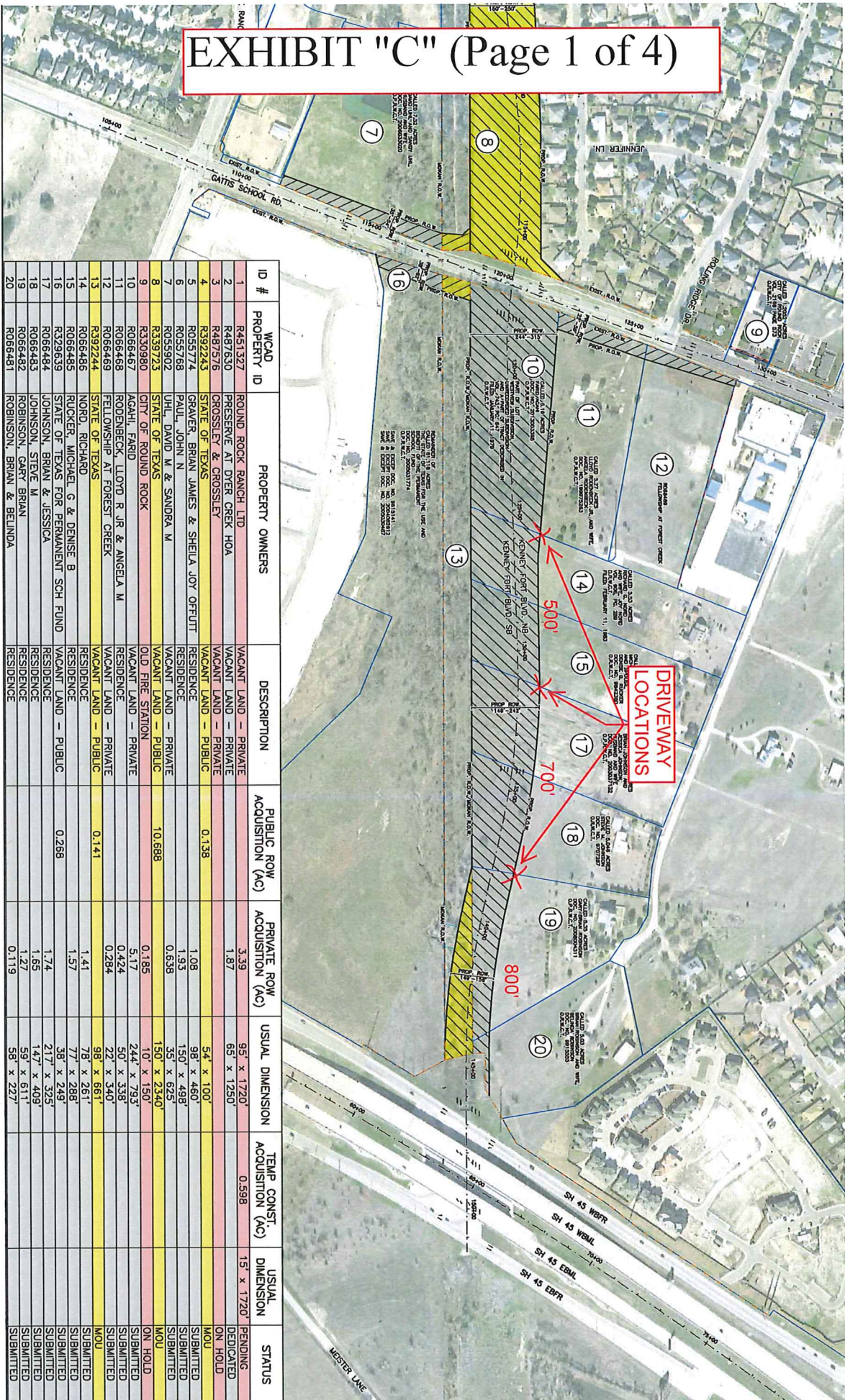
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WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5115  
DIGITAL FILE 1500603R PARCEL 15 F/N # 1500603R PARCEL 15





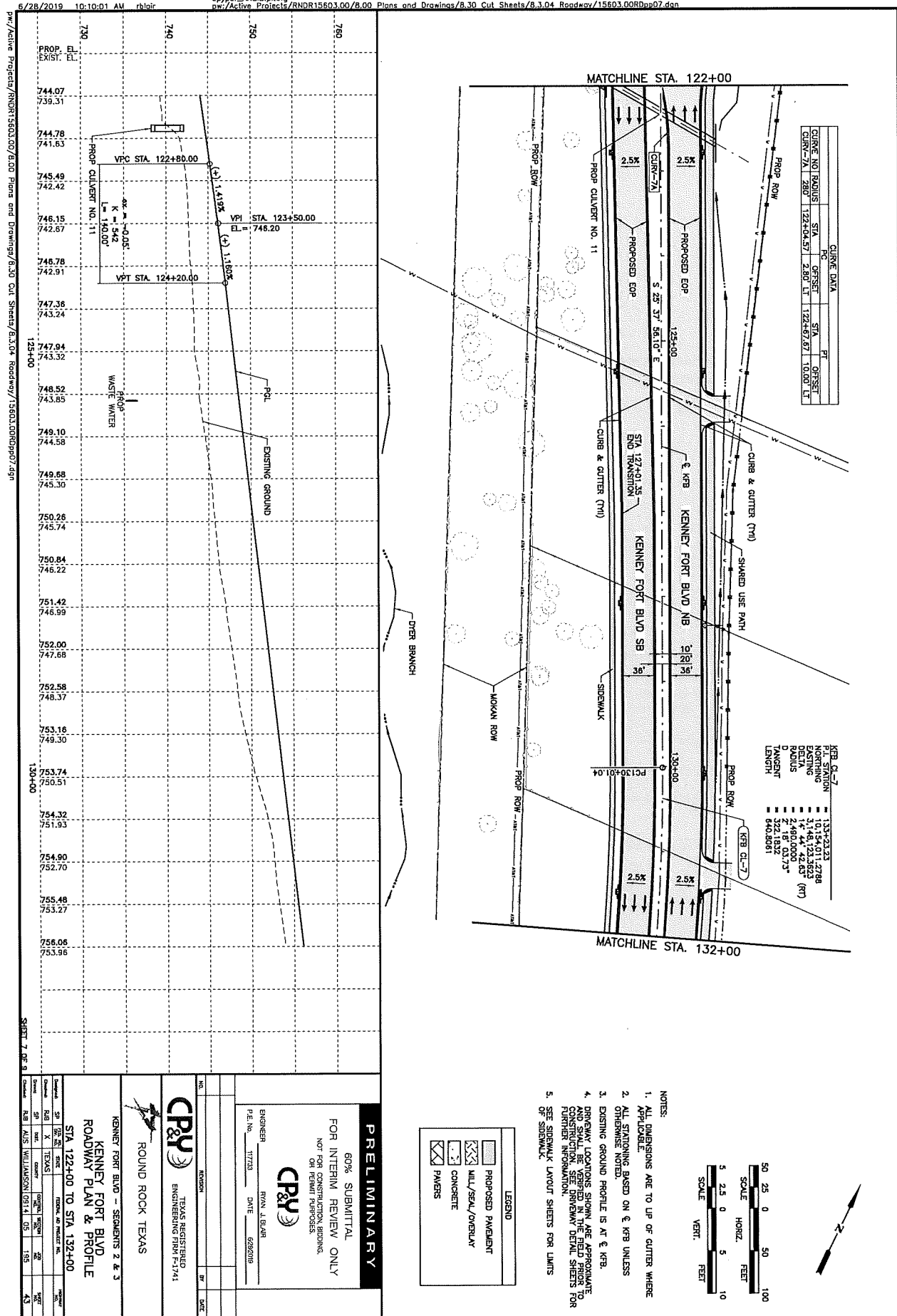


# EXHIBIT "C" (Page 1 of 4)

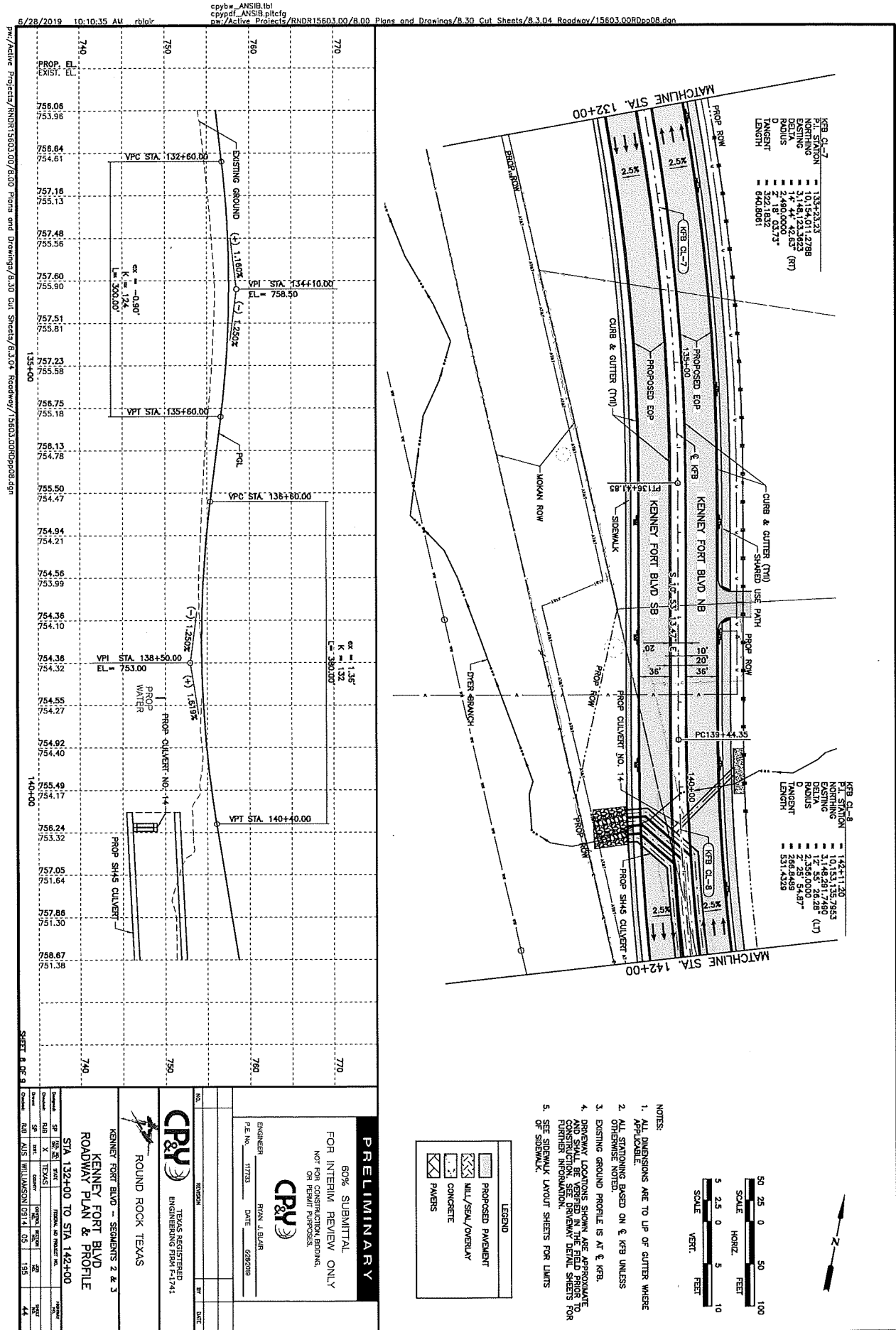




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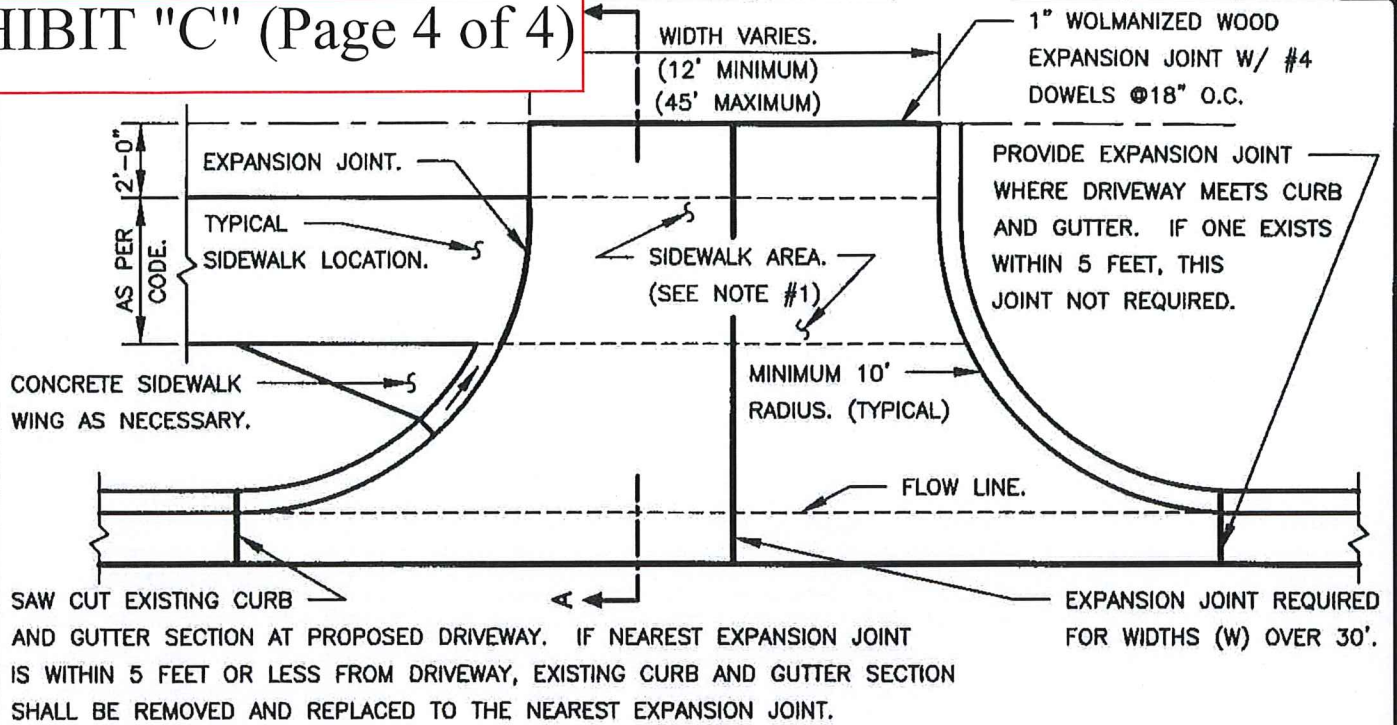


# EXHIBIT "C" (Page 3 of 4)

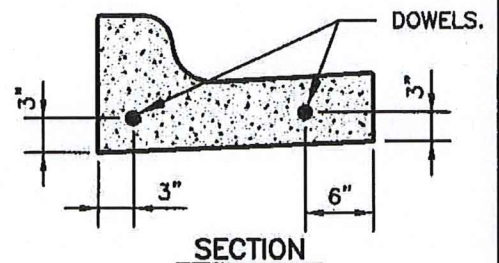
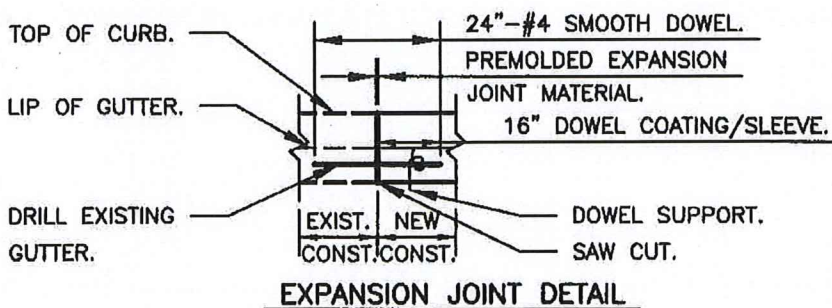
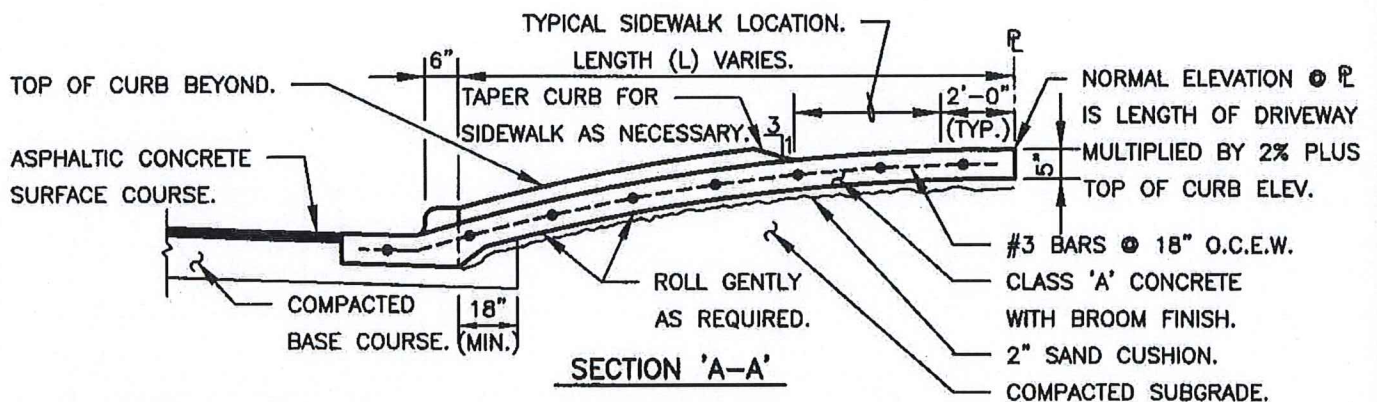




# EXHIBIT "C" (Page 4 of 4)



PLAN



NOTE:

1. THE SIDEWALK AREA OF THE DRIVEWAY SHALL SLOPE TOWARD THE STREET PAVING AT NO MORE THAN 2%.

RECORD SIGNED COPY  
ON FILE AT PUBLIC WORKS

APPROVED

11-08-01

DATE

THE ARCHITECT/ENGINEER ASSUMES  
RESPONSIBILITY FOR THE APPROPRIATE  
USE OF THIS DETAIL.

CITY OF ROUND ROCK

CONCRETE DRIVEWAY DETAIL  
(COMMERCIAL OR MULTI-FAMILY)

DRAWING NO:  
S-03



# EXHIBIT "D"

Parcel 15

## DEED

Kenney Fort Boulevard 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 MICHAEL G. RUCKER and DENISE B. RUCKER, 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 1.57 acre tract of land out of and situated in the A. Thomas Survey, Abstract No. 609 in Williamson County, Texas; said parcel more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 15);

**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 Kenney Fort Boulevard.

**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:**

\_\_\_\_\_  
Michael G. Rucker

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2019 by Michael G. Rucker, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTOR:**

\_\_\_\_\_  
Denise B. Rucker

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2019 by Denise B. Rucker, 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:**