

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROUND ROCK 732 BUILDING, LLC, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.727 acre (31,653 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

SAVE AND EXCEPT, all of that certain 0.258 acre (11,256 square foot) tract of land, out of and situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County; being more particularly described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 22**);

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the portion of the Property described in Exhibit "A", and any improvements thereon shall be the sum of TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$250,000.00).

Payment of Purchase Price

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

Special Provisions

2.03. The obligation of the parties to complete the Closing of this transaction is specifically contingent upon the final approval, execution, and entry of an Agreed Judgment in the amount of \$1,717,000.00 in full and final settlement and conveyance of the property interests sought in the condemnation suit styled *City of Round Rock, Texas v. Round Rock 732 Building, LLC, Preservation Enterprises, Inc., and Wells Fargo Bank, National Association*, Cause No. 18-0795-CC2, in the County Court at Law No. 2 of Williamson County, Texas.

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 in lieu of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before January 30, 2020 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 Purchaser 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 monetary liens and restrictions, including specifically a full and complete release of any existing leases and/or subleases affecting the Property, except for the following:

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

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "C" attached hereto.

(3) Provide reasonable assistance to cause 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 acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

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

SELLER:

ROUND ROCK 732 BUILDING, LLC

By: _____

Address: _____

Name: _____

Its: _____

Date: _____

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____

EXHIBIT A

County: Williamson
Parcel : Round Rock 732 Building, LLC
Highway: R. M. 620

PROPERTY DESCRIPTION FOR ROUND ROCK BUILDING LLC

DESCRIPTION OF A 0.727 ACRE (31,653 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 1, BLOCK A OF THE M.E. BASTROP SUBDIVISION RECORDED IN CABINET FF, SLIDE 307-308 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONVEYED TO ROUND ROCK 732 BUILDING, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009075022 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.727 ACRE (31,653 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod found, in the southerly boundary line Lot 1 of Comfort Suites Subdivision recorded in Cabinet P, Slides 174-175, of the Plat Records of Williamson County, Texas, being the northwesterly corner of Lot 1 of the Wendy's Subdivision recorded in Cabinet K, Slide, 123 of the Plat Records of Williamson County, Texas, same being the most northeasterly corner of said Lot 1 (M.E. Bastrop Subdivision), for the most northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing the southerly boundary line of said Lot 1 (Comfort Suites Subdivision), with the common boundary line of said Lot 1 (Wendy's Subdivision) and said Lot 1 (M.E. Bastrop Subdivision), **S 22°13'19" W** for a distance of **208.28** feet to a 1/2" iron found with a plastic cap, in the curving existing northerly right-of-way (ROW) line of R.M. 620, (80' ROW width), being the most southwesterly corner of said Lot 1 (Wendy's Subdivision), same being the most southerly corner of said Lot 1 (M.E. Bastrop subdivision), for the most southerly corner of the herein described tract;

THENCE, with said curving existing northerly ROW line, same being the southerly boundary line of said Lot 1 (M.E. Bastrop Subdivision), the following two (2) courses;

- 2) Along a curve to the right, having a delta angle of **26°47'55"**, a radius of **437.78** feet, an arc length of **204.76** feet, and a chord which bears **N 43°25'56" W** for a distance of **202.90** feet to a 1/2" iron rod found with plastic cap for a point of tangency;
- 3) **N 29°56'57" W** for a distance of **101.84** feet to a TxDOT Type I concrete monument found, being the most southwesterly corner of Lot 2 of said Comfort Suites subdivision, same being the westerly corner of said Lot 1 (M.E. Bastrop Subdivision), for the most westerly corner of the herein described tract;

- 4) **THENCE**, departing said existing northerly ROW line, with the common boundary line of said Lot 1 and Lot 2 (Comfort Suites Subdivision) and Lot 1 (M.E. Bastrop Subdivision), **S 80°58'08" E** for a distance of **272.48** feet to the **POINT OF BEGINNING**, containing 0.727 acres (31,653 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

M. Stephen Truesdale

10 MAR 2014

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

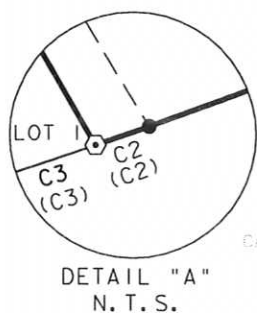
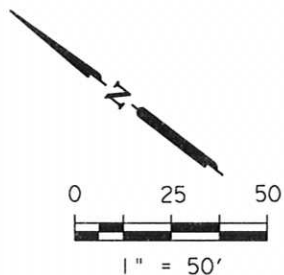
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

01/30/14
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	12° 41' 30"	437.46'	96.90'	96.71'	S63° 39' 16"E
(C1)	(12° 41')	(437.46')	(96.83')	(96.63')	(N62° 20' W)
C2	00° 28' 55"	437.78'	3.68'	3.68'	N57° 04' 20"W
(C2)		(437.68')	(3.69')	(3.69')	(N57° 04' 21"W)
C3	26° 47' 55"	437.78'	204.76'	202.90'	N43° 25' 56"W
(C3)		(437.68')	(204.77')	(202.90')	(N43° 25' 45"W)

LOT 2
(+/- 0.96 AC.)LOT 1
(+/- 2.27 AC.)COMFORT SUITES
SUBDIVISION
CAB. P. SL. 174-175
P.R.W.C.T.

P.O.B.

CENTERLINE
OF UNSPECIFIED
WIDTH T.P.&L.
EASEMENT
VOL. 517,
PAGE 609
D.R.W.C.T.LOT 1
0.874 AC.
WENDY'S SUBDIVISION
CAB. K, SL. 123
P.R.W.C.T.ROUND ROCK
732 BUILDING, LLC
DOC. No. 2009075022
O.P.R.W.C.T.0.727 AC.
31,653 SQ. FT.LOT 1
BLOCK A
0.727 AC.M. E. BASTROP
SUBDIVISION
CAB. FF, SL. 307-308
P.R.W.C.T.10' WIDE
P.U.E. & SIDEWALK
EASEMENT/PLAT

SEE DETAIL "A"

N29° 56' 57"W
(N30° 00' 30"W)
101.84'
101.92')

EXISTING R.O.W.

CENTERLINE OF UNSPECIFIED
WIDTH T.P.&L. EASEMENT
VOL. 544, PAGE 172
D.R.W.C.T.R.M. 620
(80' R.O.W. WIDTH)PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK
732 BUILDING, LLC**

Texas Department of Transportation

© 2003

**INLAND
GEODETICS**PROFESSIONAL LAND SURVEYORS
1504 CHISOLM TRAIL RD, SUITE 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251SCALE
1" = 50'

CSJ #

PROJECT
RM 620COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

01/30/14
PAGE 4 OF 4

LEGEND

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

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 9691-14-1032, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 22, 2014, ISSUE DATE JANUARY 30, 2014.

- 10C. A PUBLIC UTILITY & SIDEWALK EASEMENT 10 FEET IN WIDTH ALONG THE STREET SIDE PROPERTY LINES OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AFFECTS AS SHOWN.
- D. A WATERLINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK, WITHIN THE NORTHEASTERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AND AS AFFECTED IN DOCUMENT NO. 2009051248, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ABANDONED NO LONGER AFFECTS.
- E. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN ORDER REGARDING THE ZONING OF THE SUBJECT PROPERTY RECORDED IN DOCUMENT NO. 2009053007, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- F. AN ELECTRIC LINES EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY, BY INSTRUMENT IN VOLUME 234, PAGE 138, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS AFFECTED BY INSTRUMENT RECORDED IN VOLUME 1489, PAGE 727, DOES NOT AFFECT.
- G. AN ELECTRIC EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 293, PAGE 592, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- H. AN ELECTRIC EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 517, PAGE 609, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN
- I. AN ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 544, PAGE 172, OF THE DEED RECORDS OF WILLIAMSON COUNTY, AFFECTS AS SHOWN.

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



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

DATE:

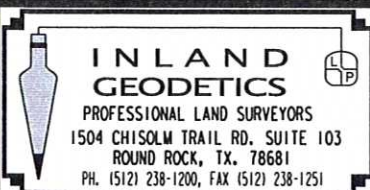
	ACRES	SQUARE FEET
ACQUISITION	0.727	31,653
CALC/DEED AREA	0.727	31,653
REMAINDER AREA	0	0

PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK
732 BUILDING, LLC**



Texas Department of Transportation

© 2003



SCALE
1" = 50'

CSJ #

PROJECT
RM 620

COUNTY
WILLIAMSON

EXHIBIT B

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

PROPERTY DESCRIPTION FOR
PARCEL 22

DESCRIPTION OF A 0.258 ACRE (11,256 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK 1 OF THE M.E. BASTROP SUBDIVISION RECORDED IN CABINET FF, SLIDES 307-308 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND CONVEYED TO ROUND ROCK 732 BUILDING, LLC BY INSTRUMENT RECORDED IN DOCUMENT NO. 2009075022 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.258 ACRE (11,256 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 5/8" iron rod found, 236.09 feet left of proposed Ranch to Market (R.M.) 620 baseline station 502+66.35, in the southerly boundary line Lot 1 of the Comfort Suites Subdivision recorded in Cabinet P, Slides 174-175, of the Plat Records of Williamson County, Texas and conveyed to Sovereign Hospitality Group of Round Rock, Inc by instrument recorded in Document No. 2002056223 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of Lot 1 of the Wendy's Subdivision recorded in Cabinet K, Slide, 123 of the Plat Records of Williamson County, Texas and conveyed to Pisces Food, LLC by instrument recorded in Document No. 9542882 of the Official Public Records of Williamson County, Texas, same being the most northeasterly corner of said Lot 1 (M.E. Bastrop Subdivision);

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

- 1) **THENCE**, departing said proposed northerly ROW line, continuing with said common boundary line, **S 22°13'19" W** for a distance of **103.11** feet to a 1/2" iron rod found with a plastic cap, in the curving existing northerly ROW line of R.M. 620, (ROW width varies), being the most southwest corner of said Lot 1 (Wendy's Subdivision), same being the most southerly corner of said Lot 1 (M.E. Bastrop Subdivision), for the most southerly corner of the herein described parcel;

THENCE, with said existing northerly ROW line, same being the southerly boundary line of said Lot 1 (M.E. Bastrop Subdivision), the following two (2) courses:

- 2) Along a curve to the right, having a delta angle of **26°47'55"**, a radius of **437.78** feet, an arc length of **204.76** feet, and a chord which bears **N 43°25'56" W** for a distance of **202.90** feet to a 1/2" iron rod found with plastic cap for a point of tangency;

- 4) **THENCE**, departing said existing northerly ROW line, through the interior of said Lot 1 (M.E. Bastrop Subdivision), **S 73°25'46" E** for a distance of **187.11** feet to the **POINT OF BEGINNING**, containing 0.258 acres (11,256 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

M. Stephen Truesdale

10 MAR 2014

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

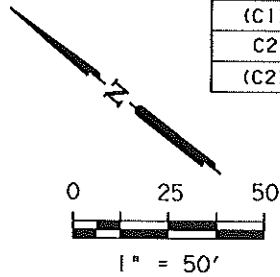
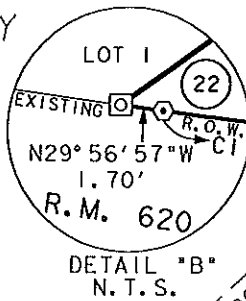
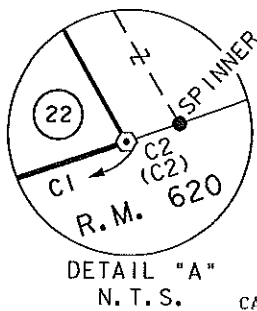
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued: 12/04/15
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	26° 47' 55"	437.78'	204.76'	202.90'	N43° 25' 56" W
(C1)		(437.68')	(204.77')	(202.90')	(N43° 25' 45" W)
C2	00° 28' 55"	437.78'	3.68'	3.68'	S57° 04' 20" E
(C2)		(437.68')	(3.69')	(3.69')	(N57° 04' 21" W)

J.M. HARRELL SURVEY
ABSTRACT NO. 284SOVEREIGN HOSPITALITY
GROUP OF
ROUND ROCK, INC.
DOC. NO. 2002056223
O.P.R.W.C.T.DETAIL "B"
N.T.S.15' P.U.E.
CAB. P, SL. 174-175
P.R.W.C.T.COMFORT SUITES
SUBDIVISION
CAB. P, SL. 174-175
P.R.W.C.T.P.O.R.
PARCEL 22
STA. 502+66.35
236.09' LTPISCES FOOD, LLC
DOC. NO. 9542882
O.P.R.W.C.T.DETAIL "A"
N.T.S.15' P.U.E.
CAB. P, SL. 174-175
P.R.W.C.T.SOVEREIGN HOSPITALITY
GROUP OF
ROUND ROCK, INC.
DOC. NO. 2002056223
O.P.R.W.C.T.ROUND ROCK
732 BUILDING, LLC
DOC. NO. 2009075022
O.P.R.W.C.T.LOT 1
0.874 AC.
WENDY'S SUBDIVISION
CAB. R, SL. 123
P.R.W.C.T.P.O.B.
PARCEL 22
STA. 502+65.06
130.93' LTM. E. BASTROP SUBDIVISION
CAB. FF, SL. 307-308
P.R.W.C.T.LOT 1
BLOCK 1
0.727 AC.10' WIDE
P.U.E. & SIDEWALK
EASEMENT
PER PLAT0.258 AC.
11,256 SQ. FT.

SEE DETAIL "A"

N29° 56' 57" W 101.84'
(N30° 00' 30" W 101.92')STA. 500+78.65
114.77' LTTHE STATE OF TEXAS
(1.10 AC.)
VOL. 339, PG. 328
D.R.W.C.T.R.M. 620
(80' R.O.W. WIDTH)CENTERLINE OF UNSPECIFIED
WIDTH T.P.&L. EASEMENT
VOL. 544, PAGE 172PROPOSED R.M. 620 BASELINE
TXDOT ROW MAP
CSJ: 0683-1-16568° 28' 35" E 883.35'
502+00

503+00

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK
732 BUILDING, LLC****PARCEL 22**SCALE
1" = 50'CSJ #
0683-01-092PROJECT
RM 620COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

01/30/14
PAGE 4 OF 4

LEGEND

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

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1032, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 22, 2014, ISSUE DATE JANUARY 30, 2014.

- 10C. A PUBLIC UTILITY & SIDEWALK EASEMENT 10 FEET IN WIDTH ALONG THE STREET SIDE PROPERTY LINES OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AFFECTS AS SHOWN.
- D. A WATERLINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK, WITHIN THE NORTHEASTERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AND AS AFFECTED IN DOCUMENT NO. 2009051248, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ABANDONED NO LONGER AFFECTS.
- E. ALL TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN ORDER REGARDING THE ZONING OF THE SUBJECT PROPERTY RECORDED IN DOCUMENT NO. 2009053007, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- F. AN ELECTRIC LINES EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY, BY INSTRUMENT IN VOLUME 234, PAGE 138, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS AFFECTED BY INSTRUMENT RECORDED IN VOLUME 1489, PAGE 727, DOES NOT AFFECT.
- G. AN ELECTRIC EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 293, PAGE 592, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- H. AN ELECTRIC EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 517, PAGE 609, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN
- I. AN ELECTRIC AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 544, PAGE 172, OF THE DEED RECORDS OF WILLIAMSON COUNTY, AFFECTS AS SHOWN.

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

M. Stephen Truesdale 10 MAR 2014

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

DATE:



	ACRES	SQUARE FEET
ACQUISITION	0.258	11,256
CALC/DEED AREA	0.727	31,668
REMAINDER AREA	0.469	20,412

PARCEL PLAT SHOWING PROPERTY OF
**ROUND ROCK
732 BUILDING, LLC**

SCALE 1" = 50'	CSJ #	PROJECT RM 620	COUNTY WILLIAMSON
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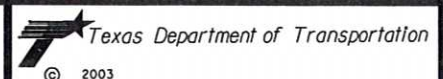
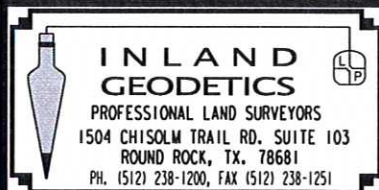
**PARCEL 22**

EXHIBIT "C"

RM620—Parcel 22R

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 ROUND ROCK 732 BUILDING, LLC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain _____ acre (_____ square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 22R**)

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.

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 by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

GRANTOR:

ROUND ROCK 732 BUILDING, LLC

By: _____

Name: _____

Its: _____

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

AFTER RECORDING RETURN TO: