

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 3 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between PARKER-HARRIS PROPERTIES, LLC, a Texas limited liability company, (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 0.303 acre (13,187 square foot) tract of land out of and situated in the P.A. Holder Survey, Abstract No. 297 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 20**);

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 ONE HUNDRED SEVENTY THOUSAND THREE HUNDRED FIVE and 00/100 Dollars (\$170,305.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before March 31 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 the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

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

(3) 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:

- (a) Pay the cash portion of the Purchase Price.

- (b) Deliver an executed Administrative Adjustment letter according to the provisions of the City of Round Rock Code of Ordinances, and in substantial compliance with the form as set out in Exhibit "C" attached hereto, which authorizes an adjustment for any non-compliance with City setback distance requirements from the new Property line for any existing building improvements.

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:

PARKER-HARRIS PROPERTIES, LLC
a Texas limited liability company

By: 

Name: PAT PARKER

Its: MANAGING PARTNER

Address: 1524 LOOKS CROSSING

TYLER, TX 75703

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Parcel: 20
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 20

DESCRIPTION OF A 0.303 ACRE (13,187 SQUARE FOOT) TRACT OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A" RAY BERGLUND BOULEVARD SUBDIVISION, SECTION TWO FINAL PLAT, A SUBDIVISION OF RECORD IN CABINET DD, SLIDE 291-296 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED TO PARKER-HARRIS PROPERTIES, LLC RECORDED IN DOCUMENT NO. 2014009627 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.303 ACRE (13,187 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with aluminum cap stamped "REF/WITNESS" set 125.26 feet left of proposed Gattis School Road Baseline Station 75+70.17, being a point in the easterly boundary line of said Lot 1, same being in the westerly boundary line of the remainder of Lot 1, Block "A" Replat of Lot 1, Ray Berglund Boulevard Subdivision, Section One, a subdivision of record in Cabinet CC, Slide 274-275 of the Plat Records of Williamson County, Texas;

THENCE, with said common boundary line, S 01°50'46" E, for a distance of 50.00 feet to an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10154550.82, E=3142704.68 TxSPC Zone 4203), 75.26 feet left of proposed Gattis School Road Baseline Station 75+70.05 in the proposed northerly Right-of-Way (ROW) line of said Gattis School Road (ROW width varies), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed northerly ROW line, continuing with said common boundary line, S 01°50'46" E, for a distance of 14.06 feet to the calculated southwesterly corner of said remainder of Lot 1, same being the an ell corner in the existing northerly ROW line of said Gattis School Road (ROW width varies);
- 2) **THENCE**, departing said remainder of Lot 1, with the common boundary line of said Lot 1, and said existing northerly ROW line, S 01°50'46" E, for a distance of 22.36 feet to the calculated southeasterly corner of said Lot 1, for the southeasterly corner of the herein described tract;

THENCE, continuing with said existing northerly ROW line, same being the southerly boundary line of said Lot 1, the following two (2) courses:

- 3) S 83°33'56" W, for a distance of 132.28 feet to a disturbed ("spinner") 1/2" iron rod found, for the point of beginning of a non-tangent curve to the right;
- 4) Along said curve to the right, having a delta angle of 04°31'34", a radius of 2450.00 feet, an arc length of 193.53 feet and a chord which bears S 85°54'14" W, for a distance of 193.48 feet to a Cotton Gin Spindle found, being the southwesterly corner of said Lot 1, same being the southeasterly corner of that called 6.50 acre tract of land described in General Warranty Deed to Green Adobe Developers, LLC recorded in Document No. 2018099580, of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

- 5) **THENCE**, departing said existing northerly ROW line, with the common boundary line of said Lot 1, and said 6.50 acre tract, **N 01°52'36" W**, for a distance of **39.95** feet to an iron rod with aluminum cap stamped "ROW 4933" set 66.00 feet left of proposed Gattis School Road Baseline Station 72+48.69 in said proposed northerly ROW line of Gattis School Road, for the northwesterly corner of the herein described tract and from which a nail in a fence post found, bears N 01°52'36" W, with the common boundary line of said 6.50 acre tract and said Lot 1, at a distance of 359.86 feet to the calculated northeasterly corner of said 6.50 acre tract, same being the northwesterly corner of said Lot 1, and, N 78°58'14" W, at a distance of 0.42 feet;
- 6) **THENCE**, departing said 6.50 acre tract, with said proposed northerly ROW line, **N 85°34'26" E**, for a distance of **325.54** feet to the **POINT OF BEGINNING**, containing 0.303 acre (13,187 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 §
COUNTY OF WILLIAMSON § **KNOW ALL MEN BY THESE PRESENTS:**

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

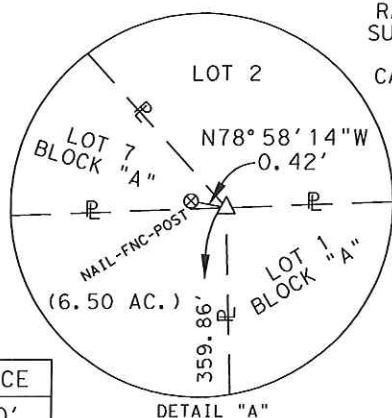
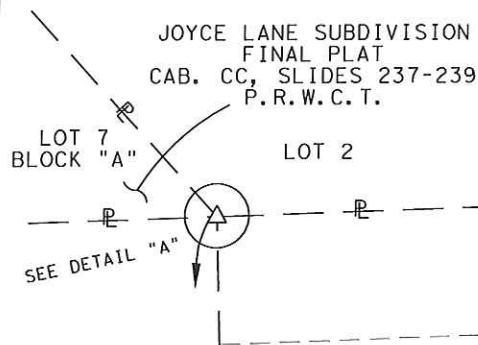
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
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

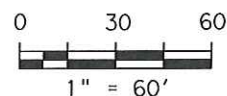
2 Jan 2020
Date



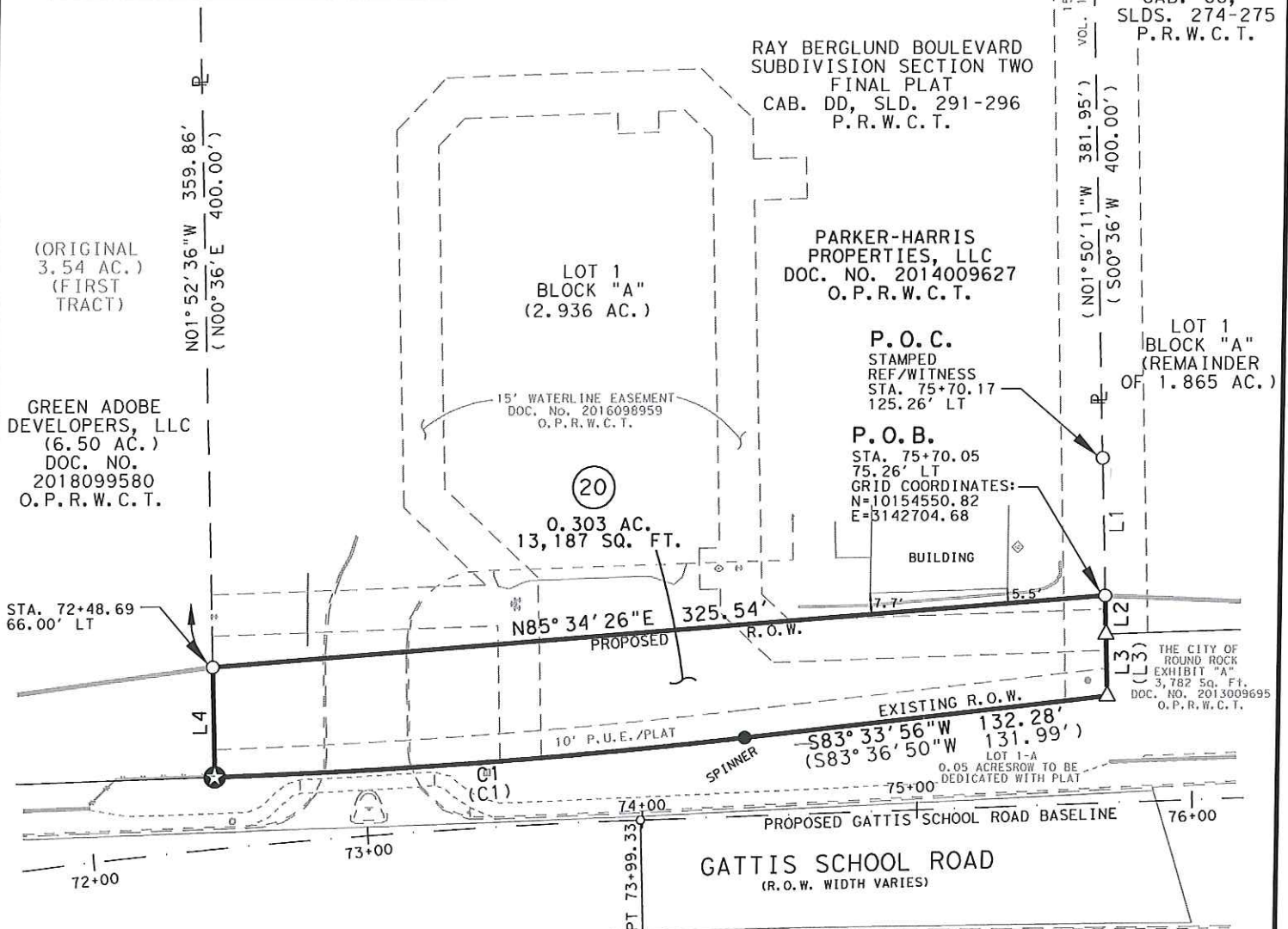
PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 12/10/19
PAGE 3 OF 4

N. T. S.

P. A. HOLDER SURVEY
ABSTRACT No. 297

NUMBER	DIRECTION	DISTANCE
L1	S01°50'46"E	50.00'
L2	S01°50'46"E	14.06'
L3	S01°50'46"E	22.36'
(L3)	(N01°50'11"W)	(22.38')
L4	N01°52'36"W	39.95'



PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 12/10/19
PAGE 3 OF 4

LEGEND

- 1/2" IRON ROD FOUND, UNLESS NOTED
- ⊙ IRON SET W/ PLASTIC CAP
STAMPED "INLAND-4933"
- ⊙ IRON ROD FOUND W/PLASTIC
CAP, AS NOTED
- ⊙ COTTON GIN SPINDLE FOUND
- ⊙ 1/2" IRON PIPE FOUND, UNLESS NOTED
- X X CUT FOUND
- ⊗ MAG NAIL FOUND
- ▲ 60/D NAIL FOUND
- △ MAG NAIL SET
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP
STAMPED "ROW-4933" SET
(UNLESS NOTED OTHERWISE)
- ℄ CENTER LINE
- ℄ PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- ↯ DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- N.T.S. NOT TO SCALE
- STMSE STORM SEWER EASEMENT
- SSE SANITARY SEWER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.R.W.C.T. DEED RECORDS
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS
- 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.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1920245-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 22, 2019, ISSUE DATE JUNE 4, 2019.

1. RESTRICTIVE COVENANTS: CABINET DD, SLIDE 291, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, VOLUME 576, PAGE 555 AND VOLUME 583, PAGE 244, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. 15 FOOT PUBLIC UTILITY EASEMENT INSIDE AND ALONG THE ENTIRE EASTERNMOST (SIDE) LOT LINE; AND INSIDE AND ALONG A PORTION OF THE REAR LOT LINE, AFFECTS AS SHOWN.

B. 10 FOOT PUBLIC UTILITY EASEMENT INSIDE AND ALONG THE ENTIRE FRONT LOT LINE, AFFECTS AS SHOWN.

C. EASEMENTS AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF, INSIDE AND ALONG PORTION OF THE FRONT LOT LINE, SUBJECT TO.

D. 10 FOOT PUBLIC UTILITY, SIDEWALK AND CONSTRUCTION EASEMENT PARALLEL TO AND ABUTTING ALL RIGHTS OF WAY AS STATED ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF, AFFECTS AS SHOWN.

F. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, TEXAS, RECORDED IN VOLUME 1460, PAGE 603, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

G. WATERLINE EASEMENT TO CITY OF ROUND ROCK, TEXAS, RECORDED IN DOCUMENT NO. 2016098959, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04° 31' 34"	2450.00'	193.53'	193.48'	S85° 54' 14"W
(C1)	(04° 31' 42")	(2450.00')	(193.63')	(193.58')	(S85° 52' 41"W)

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 DIRECT SUPERVISION.



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

	ACRES	SQUARE FEET
ACQUISITION	0.303	13,187
CALC/DEED AREA	2.936	127,892
REMAINDER AREA	2.633	114,705

PARCEL PLAT SHOWING PROPERTY OF

PARKER-HARRIS PROPERTIES, LLC

PARCEL 20

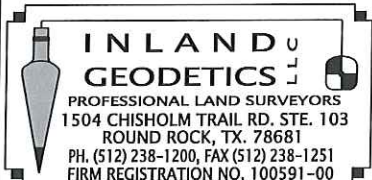
SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

EXHIBIT "B"

Parcel 20

DEED

Gattis School Road Ph. 3 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 PARKER-HARRIS PROPERTIES, LLC, a Texas limited liability company, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.303 acre (13,187 square foot) tract of land out of and situated in the P.A. Holder Survey, Abstract No. 297 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 20**)

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 _____, 2020.

[signature page follows]

GRANTOR:

PARKER-HARRIS PROPERTIES, LLC,
a Texas limited liability company

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Illinois

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 Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

EXHIBIT "C"

January 21, 2020

Pat Parker
Sentry General Contractors, Inc.
P.O. Box 131179
Tyler, TX 75713

RE: Administrative Adjustment – Gattis School Road Expansion Project – Phase 3, Parcel 20, Setback Requirement, Round Rock, TX

Dear Mr. Parker:

The above-referenced property is governed by the C-1 (General Commercial) zoning district, City of Round Rock, TX Code of Ordinances. With the proposed City initiated right-of-way (ROW) expansion project, a portion of the subject tract as shown in Exhibit "A" attached hereto will be converted to City ROW. This expansion will cause the need for a variance to the minimum building setback from the street right-of-way, as the new right-of-way line will be less than 15 feet from an existing building on the property.

Code of Ordinances, City of Round Rock, Texas, 2018, Part III, Zoning and Development Code, Chapter 10, Article VII, Section 10-52 allows an administrative adjustment for property subject to condemnation, where governmental condemnation results in zoning law noncompliance. It is therefore staff's professional opinion that the reduction of the building setback will be harmonious with character and scale of the surrounding area. Furthermore, we hereby find that this complies with the established criteria for an Administrative Adjustment:

- a) Consistent with this chapter zoning regulations. The proposed adjustment is in harmony with the general plan and purpose and intent of this chapter.
- b) Harmonious with character and scale of surrounding area. The proposed adjustment to schematic architectural, signage and landscaping designs shall be harmonious with the character of the surrounding area.
- c) General impacts. The likely future impact that the proposed adjustment may have on the following systems and public services: Public infrastructure such as roads, parking facilities, water and wastewater systems, police and fire protection, solid waste collection, and the ability of existing infrastructure and existing services to adequately service the property in question.
- d) Traffic related impacts. The proposed adjustment does not interfere with the free flow of traffic or create a public safety hazard.
- e) Condemning authority impact. The likely cost to the condemning authority if the application is disapproved.

In accordance with Section 10-52 of the Zoning and Development Code, the City hereby **grants** an Administrative Adjustment to the building setback requirement of 15 feet from the Gattis School Road street right-of-way for any building improvements existing on the property as of the date of this letter, and shall be allowed to remain in place, as well as be modified and replaced in their existing locations, including reconstructions required as a result of any casualty loss. Any replacement, modifications or expansions to the existing building improvements must otherwise comply with applicable requirements of the City's Code of Ordinances not pertaining to building setback requirements from Gattis School Road. The future construction of any building improvements on the property in addition to those which are existing as of the date of this letter

must otherwise comply with any applicable setback requirements from Gattis School Road required by the City's Code of Ordinances which are validly in existence at that time

We recommend you record this letter in the Williamson County Courthouse for future reference on legal matters related to this action.

Sincerely,

Brad Wiseman, AICP
Director of Planning & Development Services

cc: Gary Hudder, Transportation Director