

# EXHIBIT

## "A"

### **REAL ESTATE CONTRACT** Kenney Fort Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROUND ROCK RANCH, LTD., a Texas limited partnership, (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 4.123 acre tract of land out of and situated in the P.A. Holder Survey, Abstract No. 297 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**); and

Drainage Easement interest in and across all of that certain 0.021 acre tract of land situated in the P.A. Holder Survey, Abstract No. 297, Williamson County, Texas; and being more particularly described in Exhibit "B" attached hereto and incorporated herein for all purposes (**Parcel 1DE**);

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 NINE HUNDRED SEVENTY-FIVE THOUSAND and 00/100 Dollars (\$975,000.00).

Pursuant to the terms of that certain Possession and Use Agreement for Transportation Purposes, recorded as Document No. 2019048621 of the Official Records of Williamson County, Texas, Purchaser has previously paid to Seller the amount of \$874,882.00, and which amount is to be deducted from any final purchase or settlement amount. **Therefore, the net amount now due and owing to Seller for purchase of the Property in satisfaction of this Contract is ONE HUNDRED THOUSAND ONE HUNDRED EIGHTEEN and 00/100 Dollars (\$100,118.00).**

#### Special Provisions and Additional Compensation

2.02. As additional compensation from Purchaser, and as an obligation which shall survive the Closing of this transaction, Purchaser shall at its sole expense cause to be constructed as part of the planned Kenney Fort Boulevard roadway improvements upon the Property a median break left turning movement in the location (approximately Sta. 78+00) and substantially according to the plans, notes and specifications as set out in Exhibit "C" attached hereto and incorporated herein. By execution of this contract Seller agrees to allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller only to the extent and duration necessary to carry out the obligations of this Paragraph.

In addition, by execution of this contract City agrees that Purchaser, its successors or assigns shall be legally permitted to construct at their own expense a commercial specification driveway connection from the remaining property of Seller to the proposed Kenney Fort Blvd. roadway improvements in the location and to align with the median break left turning movement at approximately Sta. 78+00 RT, and as shown on Exhibit "C" attached hereto and incorporated herein. The final design and specifications for the driveway permitted herein shall otherwise comply with any applicable criteria contained within the Code of Ordinances for the City of Round Rock for the developed uses on the remaining property of Seller.

#### Payment of Purchase Price

2.03. 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 is not aware of any, applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof, with which Seller has not complied;

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 June 1, 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", and deliver to the City of Round Rock, Texas a duly executed and acknowledged Drainage Easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of Closing;
- (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) The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto.

(4) Provide reasonable assistance as requested, at no cost to Seller, to cause delivery 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, which directly result from the conveyance described herein 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: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be paid to the Seller.

### **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 RANCH, LTD.,  
a Texas limited partnership

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Its:  \_\_\_\_\_

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

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

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

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



**EXHIBIT "A"**  
**PARCEL 1**

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

METES AND BOUNDS DESCRIPTION OF A  
4.123 ACRE TRACT OF LAND OUT OF THE  
ROUND ROCK REAL ESTATE TRACT  
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 4.123 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 147.076 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROUND ROCK REAL ESTATE INVESTMENTS, LTD. AND RECORDED IN VOLUME 2418, PAGE 51 OF THE OFFICIAL RECORDS OF SAID COUNTY; SAID 4.123 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set on the common north line of said 147.076 acre tract and the south right-of-way line of Forest Creek Drive (variable width right-of-way) and recorded in Document No. 2004012867 of the Official Public Records of said County, for the northwest corner point and **POINT OF BEGINNING** hereof;

**THENCE** with the common north line of said 147.076 acre tract and the south right-of-way line said Forest Creek Drive, the following two (2) courses and distances:

- 1) with the arc of a curve to the **right**, having a radius of **1,350.00 feet**, an arc length of **351.31 feet**, a central angle of **014° 54' 36"**, and a chord which bears, **North 80° 20' 57" East**, a distance of **350.32 feet** to a calculated point for a point of tangency hereof, and
- 2) **North 89° 29' 37" East**, a distance of **4.26 feet** to a calculated point on the east line of said 147.076 acre tract, for the northeast corner hereof;

**THENCE** with the common east line of said 147.076 acre tract and in part with the west line of Lot 86, Block A, The Preserve at Dyer Creek Final Plat Phase One, a subdivision plat recorded in Cabinet DD, Slides 274 – 276 of the Plat Records of said County, in part with the west line of a called 10.785 acre tract of land as described in a deed to Brian James Graver and Sheila Joy Offutt and recorded in Document No. 2004060159 of the Official Public Records of said County, and in part with the west line of a called 11.12 acre tract of land as described in a deed to John N. Paul and recorded in Document No. 9867726 of the Official Public Records of said County, the following five (5) courses and distances:

- 1) **South 30° 10' 16" East**, a distance of **14.08 feet** to a 1/2-inch iron rod found for an angle point hereof,
- 2) **South 01° 42' 31" East**, a distance of **565.07 feet** to a 1/2-inch iron rod found for an angle point hereof,

- 3) **South 01° 43' 52" East**, a distance of **672.25 feet** to a 60d nail in fence post marked "SURVEY MARK LANDESIGN" found for the common southwest corner of said Lot 86 and the northwest corner of said 10.785 acre tract, for an angle point hereof,
- 4) **South 01° 41' 52 East**, a distance of **460.80 feet** to a 1/2-inch iron rod found for the common southwest corner of said 10.785 acre tract and the northwest corner of said 11.12 acre tract, for an angle point hereof, and
- 5) **South 01° 41' 52 East**, a distance of **25.48 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for the south corner hereof;

**THENCE** through the interior of said 147.076 acre tract, the following six (6) courses and distances:

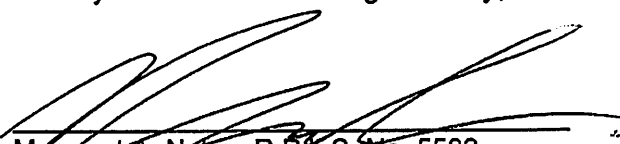
- 1) with the arc of a curve to the **right**, having a radius of **2,833.00 feet**, an arc length of **788.29 feet**, a central angle of **015° 56' 34"**, and a chord which bears, **North 10° 18' 31" West**, a distance of **785.75 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a point of tangency hereof,
- 2) **North 01° 53' 44" West**, a distance of **740.37 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a non-tangent point of curvature hereof,
- 3) with the arc of a curve to the **left**, having a radius of **3,913.01 feet**, an arc length of **106.77 feet**, a central angle of **001° 33' 48"**, and a chord which bears, **North 02° 40' 30" West**, a distance of **106.76 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a point of tangency hereof,
- 4) **North 03° 27' 24" West**, a distance of **59.03 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for an interior angle point hereof,
- 5) **North 44° 48' 51" West**, a distance of **32.13 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set for a non-tangent point of curvature hereof, and
- 6) with the arc of a curve to the **left**, having a radius of **1,350.00 feet**, an arc length of **230.63 feet**, a central angle of **009° 47' 18"**, and a chord which bears, **South 77° 25' 00" West**, a distance of **230.35 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." set on an angle point of the north line of said 147.076 acre tract and being the south right-of-way line of said Forest Creek Drive, for a west corner hereof;

**THENCE** with north line of said 147.076 acre tract and being the south right-of-way line said Forest Creek Drive, **North 27° 09' 37" East**, a distance of **28.13 feet** to the **POINT OF BEGINNING** and containing 4.123 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, 2020.



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

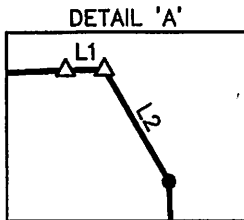
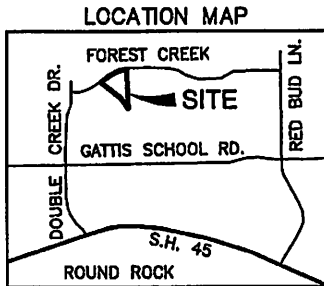
Project No. 1500603



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**EXHIBIT "A"**  
**PARCEL 1**

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)  
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION  
OF A 4.123 ACRE TRACT OF LAND  
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



FIELD NOTE  
POINT OF  
BEGINNING

CALLED 147.076 ACRES  
ROUND ROCK REAL ESTATE  
INVESTMENTS, LTD.  
TRACT 3  
VOL. 2418, PAGE 51  
O.R.W.C.T.

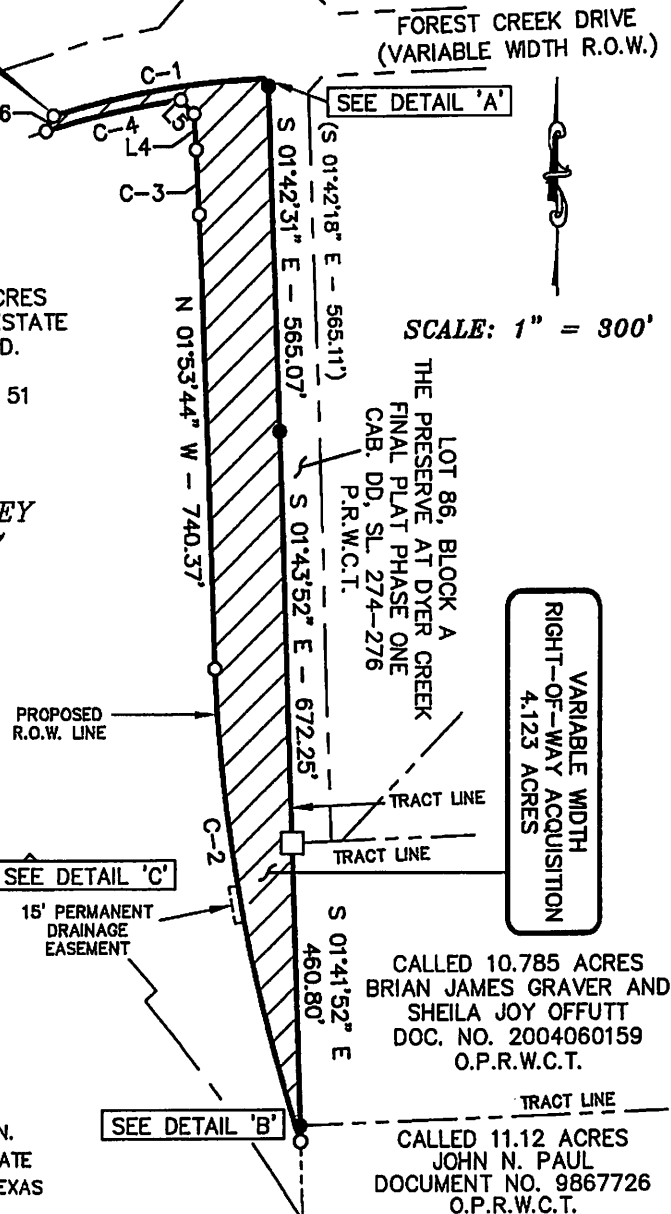
P. A. HOLDER SURVEY  
ABSTRACT NO. 297

**LEGEND**

- = 1/2" IRON ROD FOUND
- △ = CALCULATED POINT
- = 60d NAIL IN FENCE POST MARKED  
"SURVEY MARK LANDESIGN" FOUND
- = 1/2" IRON ROD WITH ALUMINUM CAP  
STAMPED "C.O.R.R. R.O.W." SET
- R.O.W. = RIGHT-OF-WAY
- P.R.W.C.T. = PLAT 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
- ( ) = RECORD INFORMATION

**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, 2020

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

4 OF 5

SCALE 0 300' 600'  
© 2020 ALL RIGHTS RESERVED

PLAT NO. A-5136 DRAFT DATE 01/21/2020 DRAWN BY MAN  
WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5136  
DIGITAL FILE 1500603R PARCEL 1R3 F/N # 1500603R PARCEL 1R3

SURVEYED DURING:  
JANUARY, 2020

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.

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

1 Chisholm Trail, Suite 130  
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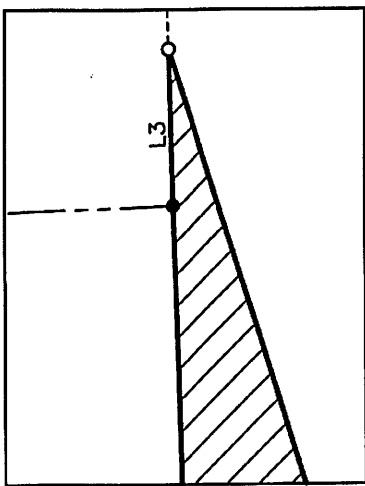


CURVE	RADIUS	ARC	DELTA	CH. BEARING	CHORD
C-1	1350.00'	351.31'	014°54'36"	N 80°20'57" E	350.32'
C-2	2833.00'	788.29'	015°56'34"	N 10°18'31" W	785.75'
C-3	3913.01'	106.77'	001°33'48"	N 02°40'30" W	106.76'
C-4	1350.00'	230.63'	009°47'18"	S 77°25'00" W	230.35'
C-5	2833.00'	370.84'	007°30'00"	N 14°31'48" W	370.58'
C-6	2833.00'	59.69'	001°12'26"	N 10°10'35" W	59.68'
C-7	2833.00'	357.77'	007°14'08"	N 05°57'19" W	357.53'

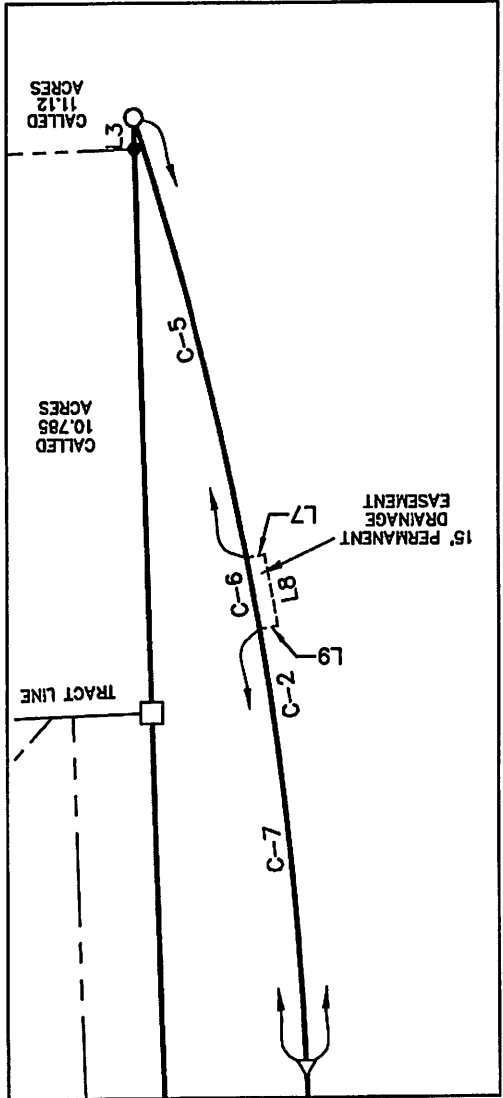
CURVE TABLE

LINE	BEARING	LENGTH
L1	N 89°29'37" E	4.26'
L2	S 30°10'16" E	14.08'
L3	S 01°41'52" E	25.48'
L4	N 03°27'24" W	59.03'
L5	N 44°48'51" W	32.13'
L6	N 27°09'37" E	28.13'
L7	S 79°13'12" W	15.00'
L8	N 10°10'35" W	60.00'
L9	N 80°25'37" E	15.00'
(L1)	(N 87°48'15" E)	(4.21')
(L2)	(N 30°10'16" E)	(14.08')

LINE TABLE



DETAIL 'B'



DETAIL 'C'

EXHIBIT "A"  
PARCEL 1  
(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)  
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION  
OF A 4.123 ACRE TRACT OF LAND  
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

EXHIBIT **B**  
PARCEL 1 - DRAINAGE EASEMENT

**15-FOOT WIDE PERMANENT DRAINAGE EASEMENT**

METES AND BOUNDS DESCRIPTION OF A  
0.021 ACRE TRACT OF LAND OUT OF THE  
ROUND ROCK REAL ESTATE TRACT  
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.021 ACRE TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 147.076 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO ROUND ROCK REAL ESTATE AND RECORDED IN VOLUME 2418, PAGE 51 OF THE OFFICIAL RECORDS OF SAID COUNTY; SAID 0.021 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set on a curve of the proposed west right-of-way line of Kenney Fort Boulevard, in the interior of said 147.076 acre tract, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod found at the common southwest corner of a called 10.785 acre tract of land as described in a deed to Brian James Graver and Sheila Joy Offutt and recorded in Document No. 2004060159 of the Official Public Records of said County, and the northwest corner of a called 11.12 acre tract of land as described in a deed to John N. Paul and recorded in Document No. 9867726 of the Official Public Records of said County, bears with the arc of said curve to the left, having a radius of 2,833.00 feet, an arc length of 370.84 feet, a central angle of 07° 30' 00", and a chord which bears, South 14° 31' 48" East, a distance of 370.58 feet, and North 01° 41' 52" West, a distance of 25.48 feet;

**THENCE** through the interior of said 147.076 acre tract, the following four (4) courses and distances:

- 1) departing said Kenney Fort Boulevard right-of-way, **South 79° 13' 12" West**, a distance of **15.00 feet** to a calculated point at a non-tangent point of curvature, for the southwest corner hereof,
- 2) with the arc of a curve to the **right**, having a radius of **2,848.00 feet**, an arc length of **60.00 feet**, a central angle of **01° 12' 26"**, and a chord which bears,

**North 10° 10' 35" West**, a distance of **60.00 feet** to a calculated point, for the northwest corner hereof,

- 3) **North 80° 25' 37" East**, a distance of **15.00 feet** to a 1/2-inch iron rod with cap stamped "C.O.R.R. R.O.W." set, at a non-tangent point of curvature for the northeast corner hereof, and
- 4) with the arc of a curve to the **left**, having a radius of **2,833.00 feet**, an arc length of **59.69 feet**, a central angle of **01° 12' 26"**, and a chord which bears, **South 10° 10' 35" East**, a distance of **59.68 feet** to the **POINT OF BEGINNING** and containing 0.021 acre of land and based on the survey and exhibit drawing made by CP&Y, Inc.

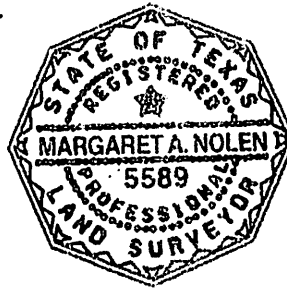
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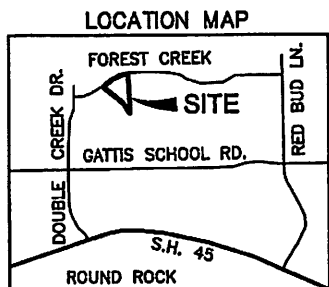


Margaret A. Nolen, R.P.L.S. No. 5589  
CP&Y, Inc.  
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Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10194125  
Project No. 1500603



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**EXHIBIT 'B'**  
**DRAINAGE EASEMENT**  
 (15-FOOT WIDE DRAINAGE EASEMENT)  
 DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION  
 OF A 0.021 ACRE TRACT OF LAND  
 IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



P. A. HOLDER SURVEY  
 ABSTRACT NO. 297

CALLED 147.076 ACRES  
 ROUND ROCK REAL ESTATE  
 INVESTMENTS, LTD.  
 TRACT 3  
 VOL. 2418, PAGE 51  
 O.R.W.C.T.

FOREST CREEK DRIVE  
 (VARIABLE WIDTH R.O.W.)

SCALE: 1" = 300'

LOT 86, BLOCK A  
 THE PRESERVE  
 AT DYER CREEK  
 FINAL PLAT PHASE ONE  
 CAB. DD, SL. 274-276  
 P.R.W.C.T.

DRAINAGE EASEMENT  
 0.021 ACRE

**LEGEND**

- = 1/2" IRON ROD FOUND
  - ▲ = 60d NAIL IN FENCE POST MARKED "SURVEY MARK LANDESIGN" FOUND
  - = 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "C.O.R.R. R.O.W." SET
  - △ = CALCULATED POINT
  - R.O.W. = RIGHT-OF-WAY
  - P.R.W.C.T. = PLAT 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
- 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.

SEE DETAIL 'B'  
 15' PERMANENT DRAINAGE EASEMENT

FIELD NOTE  
 POINT OF BEGINNING

CALLLED 10.785 ACRES  
 BRIAN JAMES GRAVER AND  
 SHEILA JOY OFFUTT  
 DOC. NO. 2004060159  
 O.P.R.W.C.T.

CALLLED 11.12 ACRES  
 JOHN N. PAUL  
 DOCUMENT NO. 9867726  
 O.P.R.W.C.T.

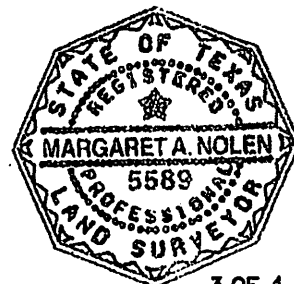


1 Chisholm Trail, Suite 130  
 Round Rock, Texas 78681 512.248.0065  
 TEXAS REGISTERED ENGINEERING FIRM F-1741  
 TBPLS 10194125

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:  
 OCTOBER, 2018

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



3 OF 4



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PLAT NO. A-5165 DRAFT DATE 10/25/2018 DRAWN BY DLM  
 WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5165  
 DIGITAL FILE 1500603R DE R1 F/N # 1500603R PARCEL 1 DE R1



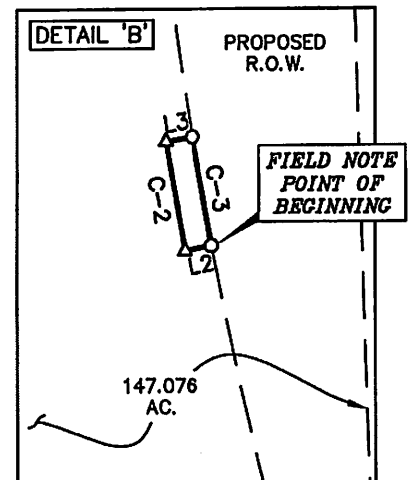
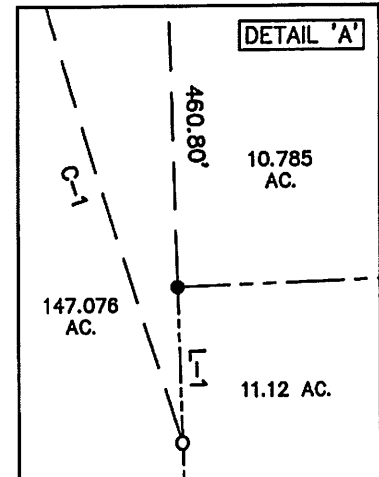
# EXHIBIT "B"

## DRAINAGE EASEMENT

(15-FOOT WIDE PERMANENT DRAINAGE EASEMENT)  
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION  
OF A 0.021 ACRE TRACT OF LAND  
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 01°41'52" W	25.48'
L2	S 79°13'12" W	15.00'
L3	N 80°25'37" E	15.00'

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CH. BEARING	CHORD
C-1	2833.00'	370.84'	007°30'00"	S 14°31'48" E	370.58'
C-2	2848.00'	60.00'	001°12'26"	N 10°10'35" W	60.00'
C-3	2833.00'	59.69'	001°12'26"	S 10°10'35" E	59.68'

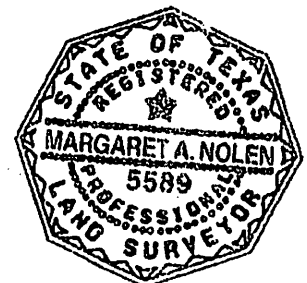


1 Chisholm Trail, Suite 130  
Round Rock, Texas 78681 512.248.0065  
TEXAS REGISTERED ENGINEERING FIRM F-1741  
TBPLS 10194125

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:  
OCTOBER, 2018

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



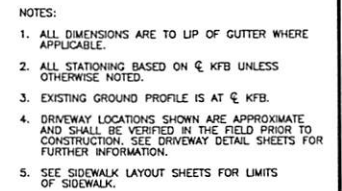
4 OF 4



© 2018 ALL RIGHTS RESERVED

PLAT NO. A-5165 DRAFT DATE 10/25/2018 DRAWN BY DLM  
WORK ORDER NO. 1500603 FIELDBOOK 303 TAB # A-5165  
DIGITAL FILE 1500603R DE R1 F/N # 1500603R PARCEL 1 DE R1

cpybw\_ANSIB.tbl  
cpyof\_ANSIB.pltcf  
bw/Active Projects/RH015603.00/8.00 Plans and Drawings/8.30 Cut Sheets/8.3.04 Roadway/15603.00R00p02.dgn



60% SUBMITTAL  
FOR INTERIM REVIEW ONLY  
NOT FOR CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES.

ENGINEER	RYAN J. BLAIR		
P.E. No.	117733	DATE	6/20/2019

**CP&Y** TEXAS REGISTERED  
ENGINEERING FIRM F-1741

ROUND ROCK TEXAS

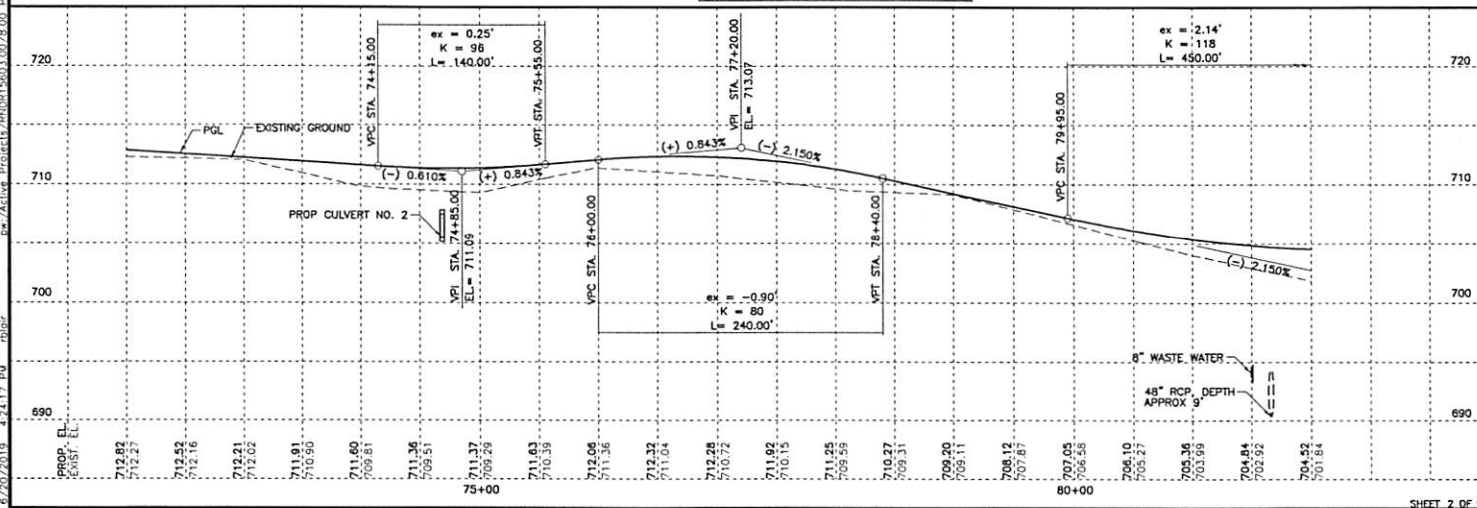
KENNEY FORT BLVD - SEGMENTS 2 &amp; 3

KENNEY FORT BLVD  
ROADWAY PLAN & PROFILE

STA 72+00 TO STA 82+00

Designed:	SP	FED. RD. DIST. NO.	STATE	FEDERAL RD. PROJECT NO.			HEAVYMET. NO.
Checked:	RJB	X	TEXAS				
Drawn:	SP	DIST.	COUNTY	SECTION NO.	SECTION NO.	JOB NO.	SHEET NO.
Checked:	RJB	AUS	WILLIAMSON	0914	05	195	38

SHEET 2 OF 9



# EXHIBIT "D"

Parcel 1

## 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 ROUND ROCK RANCH, LTD., a Texas limited partnership, 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 4.123 acre tract of land out of and situated in the P.A. Holder Survey, Abstract No. 297 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1);

**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 \_\_\_\_\_, 2020.

**GRANTOR:**

ROUND ROCK RANCH, LTD.,  
a Texas limited partnership

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

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

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

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

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 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 Clerk  
221 Main Street  
Round Rock, Texas 78664

**AFTER RECORDING RETURN TO:**

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**

§

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

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2020, by \_\_\_\_\_, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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 Clerk  
221 Main Street  
Round Rock, Texas 78664

**AFTER RECORDING RETURN TO:**

# EXHIBIT "E"

## DRAINAGE EASEMENT

Kenney Fort Boulevard

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

§  
§  
§

KNOW ALL BY THESE PRESENTS:

That **ROUND ROCK RANCH, LTD.,** a Texas limited partnership (herein after 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,** a municipal corporation situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual storm sewer and drainage easement and right-of-way in, upon, over, under, above and across the following described property:

All of that certain 0.021 acre tract of land situated in the P.A. Holder Survey, Abstract No. 297, Williamson County, Texas; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (Parcel 1DE).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of storm sewer utilities and drainage facilities, to-wit: open drainage channel and storm sewers and collection facilities, drainage pipes, culverts and all other surface and subsurface drainage structures, lines, connecting lines, access facilities and related equipment, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, and any necessary accessories thereto.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove 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 Grantors in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights, and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises 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 to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the facilities thereon.

Grantor further grants to Grantee:

- (a) the right to grade the easement for the full width thereof and to extend the cuts and fills for such grading into and on the land along and outside the easement to such extent as Grantee may find reasonably necessary to reasonably match the adjacent grade;
- (b) In the event that no access to the easement is reasonably available from a public right of way, the right of ingress to and egress from the easement over and across Grantor's property by means of roads and lanes thereon, if such exist; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided that such right of ingress and egress shall not extend to any portion of Grantor's property which is isolated from the easement by any public highway or road now crossing or hereafter crossing the property;
- (c) the right of grading for, construction, maintaining and using such roads on and across the property as Grantee may deem necessary in the exercise of the right of ingress and egress as allowed above or to provide access to property adjacent to the easement;
- (d) 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 and to trim and to cut down and clear away any trees on either side of the easement which now or hereafter in the opinion of Grantee may be a hazard to any pipeline, valves, appliances, fittings, or other improvements 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, 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;
- (e) the right to mark the location of the easement by suitable markers set in the ground; provided that such markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement;

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantors private roads or lanes on the lands;
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

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

Grantor hereby dedicates the easement as drainage and storm sewer easement for the purposes stated herein.



This easement is being delivered in lieu of condemnation.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, it's successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2020.

**GRANTOR:**

**ROUND ROCK RANCH, LTD.,**  
**a Texas limited partnership**

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

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

Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §  
§

This instrument was acknowledged before me on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2020, by \_\_\_\_\_, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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 Clerk  
221 Main Street  
Round Rock, Texas 78664

**AFTER RECORDING RETURN TO:**