

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 3 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between GRACE PRESBYTERIAN CHURCH, (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 0.505 acre (21,993 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 30**);

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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" 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 THIRTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SIX and 00/100 Dollars (\$137,456.00).

2.01.1. As Additional Compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller, Purchaser shall pay the amount of TWENTY-SEVEN THOUSAND AND FIFTEEN and 00/100 Dollars (\$27,015.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 June 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 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 and Additional Compensation.

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, however, Seller shall otherwise be responsible for all ad valorem taxes to the date of deeded ownership transfer. Agricultural roll-back taxes, if any, resulting directly from this transaction and conveyance 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 as incurred.

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:

GRACE PRESBYTERIAN CHURCH
1705 Gattis School Road
Round Rock, TX 78664

By: Michael J Havrilla

Michael J Havrilla, Trustee

Date: 4/28/2020

By: Thomas R Dugger

Thomas R Dugger, Trustee

Date: 4/28/2020

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: 30
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 30

DESCRIPTION OF A 0.505 ACRE (21,993 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A (4.7956 ACRES), FINAL PLAT OF GRACE PRESBYTERIAN CHURCH ADDITION, A SUBDIVISION OF RECORD IN CABINET X, SLIDES 23-24 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A DEED OF TRUST AND SECURITY AGREEMENT TO GRACE PRESBYTERIAN CHURCH RECORDED IN DOCUMENT NO. 2013106874 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.505 ACRE (21,993 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found 382.65 feet right of proposed Gattis School Road Baseline Station 38+98.87, being in the westerly boundary line of Lot 1, Block "A", Final Plat of Provident Crossings, Section III, a subdivision of record in Document No. 2013031488 of the Official Public Plat Records of Williamson County, Texas, same being the northeasterly corner of Lot 8, Block A, Final Plat of Hillside Terrace, a subdivision of record in Cabinet Y, Slide 239 of Plat Records of Williamson County, Texas, also being the southeasterly corner of said Lot 1, Grace Presbyterian Church Addition;

THENCE, departing said Lot 8, with the common boundary line of said Lot 1, Grace Presbyterian Church Addition, and in part said Lot 1, Provident Crossing, and the westerly boundary line of the remainder of that called 7.958 acre tract of land described in a Warranty Deed to Hickerson Round Rock Land, LP, recorded in Document No. 2009058882 and corrected in Document No. 2009070070 of the Official Public Records of Williamson County, Texas, N 19°46'28" W, for a distance of 321.44 feet to an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10154249.25, E=3138918.29 TxSPC Zone 4203), 84.63 feet right of proposed Gattis School Road Baseline Station 37+78.43, in the proposed southerly right-of-way (ROW) line of Gattis School Road (ROW width varies), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said remainder tract, with said proposed ROW line, through the interior of said Lot 1, Grace Presbyterian Church, the following four (4) courses:

- 1) Along a curve to the right, having a delta angle of **05°40'56"**, a radius of **3521.00** feet, an arc length of **349.20** feet and a chord which bears **N 85°59'27" W**, for a distance of **349.05** feet to an iron rod with aluminum cap stamped "ROW 4933" set 73.30 feet right of proposed Gattis School Road Baseline Station 34+28.50, for a point of reverse curvature;
- 2) Along said curve to the left, having a delta angle of **02°37'32"**, a radius of **2436.00** feet, an arc length of **111.63** feet and a chord which bears **N 84°27'45" W**, for a distance of **111.62** feet to an iron rod with aluminum cap stamped "ROW 4933" set 64.02 feet right of proposed Gattis School Road Baseline Station 33+15.72, for a point of non-tangency;
- 3) **S 48°22'25" W**, for a distance of **35.01** feet to an iron rod with aluminum cap stamped "ROW 4933" set 87.26 feet right of proposed Gattis School Road Baseline Station 32+89.13, for point of curvature;
- 4) Along said curve to the left, having a delta angle of **19°30'39"**, a radius of **965.00** feet, an arc length of **328.61** feet and a chord which bears **S 06°52'13" E**, for a distance of **327.02** feet to an iron rod with aluminum cap stamped "ROW 4933" set 411.90 feet right of proposed Gattis School Road Baseline Station 33+30.65, for a point of non-tangency, being in the northerly boundary line of Lot 1, Hillside Terrace, same being in the southerly boundary line of Lot 1, Grace Presbyterian Church;

- 5) **THENCE**, departing said proposed ROW line, with the common boundary line of said Lot 1, Grace Presbyterian Church and said Lot 1, Hillside Terrace, **S 88°56'23" W**, for a distance of **6.97** feet to a calculated point, being in the easterly ROW line of Windy Park Drive (60' ROW width), same being the southwesterly corner of said Lot 1, Grace Presbyterian Church, for the southwesterly corner of the herein described tract and from which a railroad spike found for the southwesterly corner of said Final Plat of Hillside Terrace, same being in the easterly ROW line of said Windy Park Drive bears **S 19°41'28" E**, at a distance of 573.03 feet;

THENCE, departing said Hillside Terrace subdivision, with said existing ROW line, same being the westerly boundary line of said Lot 1, Grace Presbyterian Church, the following two (2) courses:

- 6) **N 19°41'28" W**, for a distance of **355.31** feet to a disk in concrete found;
- 7) **N 51°21'32" E**, for a distance of **32.63** feet to a disk in concrete found, being a point of intersection of said Windy Park Drive and the existing southerly ROW line of Gattis School Road (ROW width varies);

THENCE, departing said Windy Park Drive, with the existing ROW line of said Gattis School Road, same being the northerly boundary of said Lot 1, Grace Presbyterian Church, the following four (4) courses:

- 8) **N 89°16'28" E**, for a distance of **75.18** feet to a disk in concrete found, for a tangent curve to the right;
- 9) Along said curve to the right, having a delta angle of **05°18'46"**, a radius of **1133.92** feet, an arc length of **105.14** feet and a chord which bears **S 88°30'36" E**, for a distance of **105.11** feet to a calculated point, for a point of tangency;
- 10) **S 85°53'16" E**, for a distance of **249.63** feet to a calculated point, for a non-tangent curve to the left;
- 11) Along said non-tangent curve to the left, having a delta angle of **04°25'50"**, a radius of **1444.39** feet, an arc length of **111.69** feet and a chord which bears **S 88°06'50" E**, for a distance of **111.66** feet to an iron rod with plastic cap stamped "Sam-Inc" found, being the northwesterly corner of the remainder of said 7.958 acre tract, same being the northeasterly corner of said Lot 1, Grace Presbyterian Church, for the northeasterly corner of the herein described tract;
- 12) **THENCE**, departing said ROW line, with the common boundary line of said Lot 1, Grace Presbyterian Church, and the remainder of said 7.958 acre tract, **S 19°46'28" E**, for a distance of **19.83** feet to the **POINT OF BEGINNING**, containing 0.505 acre (21,993 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:

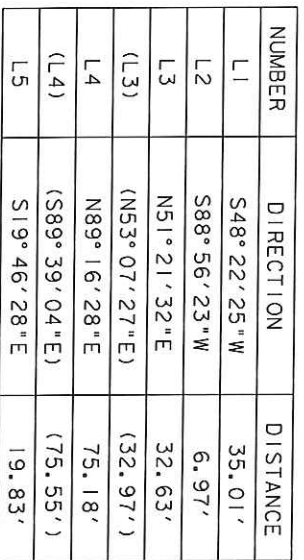
That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

Date





ASA THOMAS SURVEY
ABSTRACT NO. 609

**INLAND
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 228-1200, FAX (512) 228-1251
FIRM REGISTRATION NO. 1005291-00

**PARCEL PLAT SHOWING PROPERTY OF
GRACE PRESBYTERIAN CHURCH**

PARCEL 30

SCALE
1" = 100'

PROJECT
GATTIS SCHOOL BOARDCOUNTY
WILLIAMSON

C:*HOME-OFFICE*RTG-GATTIS SCHOOL\PARCEL 30-GRACE-PRESBYTERIAN\PARCEL 30-GRACE-PRESBYTERIAN-REV.dgn

EXHIBIT "A"
PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/27/19
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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. 1945798-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE NOVEMBER 4, 2019, ISSUE DATE NOVEMBER 12, 2019.

1. RESTRICTIVE COVENANTS: CABINET X, SLIDE 23, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
 - 10A. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET X, SLIDE 23, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
 - B. ELECTRIC AND TELEPHONE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 337, PAGE 205, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
 - C. ELECTRIC EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 548, PAGE, 162, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
 - D. ELECTRIC AND TELEPHONE EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 640, PAGE 77, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
 - E. ELECTRIC AND TELEPHONE EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 683, PAGE 204, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
 - F. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 848, PAGE 653, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
 - G. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 1089 PAGE 420, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
 - H. PUBLIC UTILITIES EASEMENT TO CITY OF ROUND ROCK RECORDED IN VOLUME 1135, PAGE 405, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
 - I. WATERLINE EASEMENT TO CITY OF ROUND ROCK RECORDED IN DOCUMENT NO. 2014061119, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

PARCEL PLAT SHOWING PROPERTY OF
GRACE PRESBYTERIAN CHURCH

PARCEL 30



SCALE
1" = 100'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

09/27/19
PAGE 5 OF 5

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 CUT FOUND
- ⊗ MAG NAIL FOUND
- ▲ 60/D NAIL FOUND
- ▲ MAG NAIL SET
- ⊗ RR SPIKE FOUND
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP
STAMPED "ROW-4933" SET
(UNLESS NOTED OTHERWISE)
- ⊠ DISK IN CONCRETE FOUND

⊙ CENTER LINE
⊙ PROPERTY LINE
() RECORD INFORMATION
— LINE BREAK
N DENOTES COMMON OWNERSHIP
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
N.T.S. NOT TO SCALE
STWSE STORM SEWER EASEMENT
SSE SANITARY SEWER EASEMENT
P.U.E. PUBLIC UTILITY EASEMENT
D.R.W.C.T. DEED RECORDS
O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
P.R.W.C.T. WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT
AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED
BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT
SUPERVISION.

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

M. Stephen Truesdale
DATE *April 2020*



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 40' 56"	3521.00'	349.20'	349.05'	N85° 59' 27" W
C2	02° 37' 32"	2436.00'	111.63'	111.62'	N84° 27' 45" W
C3	19° 30' 39"	965.00'	328.61'	327.02'	S06° 52' 13" E
C4	05° 18' 46"	1133.92'	105.14'	105.11'	S88° 30' 36" E
(C4)	(05° 17' 54")	(1133.92')	(104.86')	(104.82')	(N86° 58' 13" W)
C5	04° 25' 50"	1444.39'	111.69'	111.66'	S88° 06' 50" E
(C5)	(04° 25' 07")	(1444.39')	(111.39')	(111.36')	(N86° 34' 27" W)

	ACRES	SQUARE FEET
ACQUISITION	0.505	21,993
CALC/DEED AREA	4.7956	208,896
REMAINDER AREA	4.2906	186,903

PARCEL PLAT SHOWING PROPERTY OF

GRACE PRESBYTERIAN CHURCH

PARCEL 30

SCALE
1" = 100'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

C:\HOME-OFFICE\RTG-GATTIS SCHOOL\PARCEL 30-GRACE-PRESBYTERIAN\PARCEL 30-GRACE-PRESBYTERIAN-REV.dgn

EXHIBIT "B"

Parcel 30

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 GRACE PRESBYTERIAN CHURCH, 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 0.505 acre (21,993 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 30**)

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:

GRACE PRESBYTERIAN CHURCH

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: