

# EXHIBIT

## "A"

### **REAL ESTATE CONTRACT**

Gattis School Road Ph. 3 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROUND ROCK INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, (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 2.496 acre (108,708 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 29**);

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 FOUR HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FIFTEEN and 00/100 Dollars (\$478,315.00).

#### **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 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.

### 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 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:**

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

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

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

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

\_\_\_\_\_

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

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

**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: 29  
Project: Gattis School Road

**PROPERTY DESCRIPTION FOR PARCEL 29**

DESCRIPTION OF A 2.496 ACRE (108,708 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 7A, BLOCK "B" (96.288 ACRES), FINAL PLAT OF ROUND ROCK INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL #5 A FINAL PLAT OF 94.608 ACRES AND A REPLAT OF LOT 7, BLOCK B INTERCHANGE BUSINESS PARK SECTION TWO, A SUBDIVISION OF RECORD IN CABINET EE, SLIDE 294-295 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND DESCRIBED IN SPECIAL WARRANTY DEEDS TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT RECORDED IN DOCUMENT NO. 2000073900 AND A 19.167 ACRE TRACT RECORDED IN DOC. NO. 2014031038 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.496 ACRE (108,708 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" iron rod found 729.98 feet right of proposed Gattis School Road Baseline Station 85+93.96, being an ell corner in the westerly boundary line of said Lot 7A, same being the southeasterly corner of Lot 1, Block A, Gattis School Business Park, Section One, a subdivision of record in Cabinet P, Slide 104-105 of the Plat Records of Williamson County, Texas;

**THENCE**, with the easterly boundary line of said Lot 1, same being the westerly boundary line of said Lot 7A, N 01°56'45" W, for a distance of 660.22 feet to an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10154421.10, E=3143732.35 TSPC Zone 4203), 69.76 feet right of proposed Gattis School Road Baseline Station 85+93.42, in the proposed southerly Right-of-Way (ROW) line of Gattis School Road (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, continuing with said common boundary line, **N 01°56'45" W**, for a distance of **28.00** feet to a calculated point, being the northwesterly corner of said Lot 7A, being an ell corner in the existing southerly ROW line of Gattis School Road (ROW width varies), for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod found, being the northeasterly corner of said Lot 1, being an ell corner in said existing southerly ROW line bears N 01°56'45" W, at a distance of 2.00 feet;

**THENCE**, departing said Lot 1, with said existing southerly ROW line, same being the northerly boundary line of Lot 7A, the following five (5) courses:

- 2) **N 88°04'20" E**, for a distance of **482.63** feet to a calculated angle point;
- 3) **S 46°55'40" E**, for a distance of **45.00** feet to a calculated angle point;
- 4) **N 88°04'20" E**, for a distance of **100.00** feet to a calculated angle point;
- 5) **N 43°04'20" E**, for a distance of **45.00** feet to a calculated angle point;
- 6) **N 88°04'20" E**, for a distance of **354.29** feet to a calculated angle point, being the northeasterly corner of said Lot 7A, same being in the westerly boundary line of said 19.167 acre tract;
- 7) **THENCE**, departing said Lot 7A, with the west boundary line of said 19.167 acre tract, same being said existing south ROW line, **N 01°54'00" W**, for a distance of **2.00** feet to a 1/2" iron rod found, being the northwesterly corner of said 19.167 acre tract, for an angle point of the herein described tract;
- 8) **THENCE**, with the north boundary line of said 19.167 acre tract, same being said existing south ROW line **N 88°02'02" E**, for a distance of **1167.94** feet to a 1/2" iron rod found, being the point of intersection of Meister Lane/CR 169 (ROW width varies) and said Gattis School Road, for the northeasterly corner of the herein described tract;
- 9) **THENCE**, departing said Gattis School Road, with the existing westerly ROW line of said Meister Lane, same being the easterly boundary line of said 19.167 acre tract, **S 29°11'15" E**, for a distance of **58.48** feet to an iron rod with aluminum cap stamped "ROW 4933" set 89.86 feet right of proposed Gattis School Road Baseline Station 107+88.71, for the southeasterly corner of the herein described tract,



- 10) **THENCE**, departing said existing westerly ROW line, through the interior of said 19.167 acre tract, **S 88°02'02" W**, for a distance of **1194.75** feet to an iron rod with aluminum cap stamped "ROW 4933" set 91.26 feet right of proposed Gattis School Road Baseline Station 95+93.95, being in the common boundary line of said 19.167 acre tract and said Lot 7A;

**THENCE**, continuing with said proposed ROW line, through the interior of said Lot 7A, the following seven (7) courses:

- 11) **S 88°04'20" W**, for a distance of **354.26** feet to an iron rod with aluminum cap stamped "ROW 4933" set 91.44 feet right of proposed Gattis School Road Baseline Station 92+39.69;
- 12) **S 43°04'20" W**, for a distance of **42.43** feet to an iron rod with aluminum cap stamped "ROW 4933" set 121.45 feet right of proposed Gattis School Road Baseline Station 92+09.71, for an angle point;
- 13) **S 88°04'20" W**, for a distance of **103.64** feet to an iron rod with aluminum cap stamped "ROW 4933" set 121.50 feet right of proposed Gattis School Road Baseline Station 91+06.07, for an angle point;
- 14) **N 46°55'40" W**, for a distance of **42.43** feet to an iron rod with aluminum cap stamped "ROW 4933" set 91.52 feet right of proposed Gattis School Road Baseline Station 90+76.05, for an angle point;
- 15) **S 88°04'20" W**, for a distance of **176.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 91.61 feet right of proposed Gattis School Road Baseline Station 89+00.00, for an angle point;
- 16) **N 89°01'12" W**, for a distance of **249.53** feet to an iron rod with aluminum cap stamped "ROW 4933" set 79.07 feet right of proposed Gattis School Road Baseline Station 86+50.78, for an angle point;
- 17) **N 82°40'38" W**, for a distance of **58.11** feet to the **POINT OF BEGINNING**, containing 2.496 acre (108,708 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*

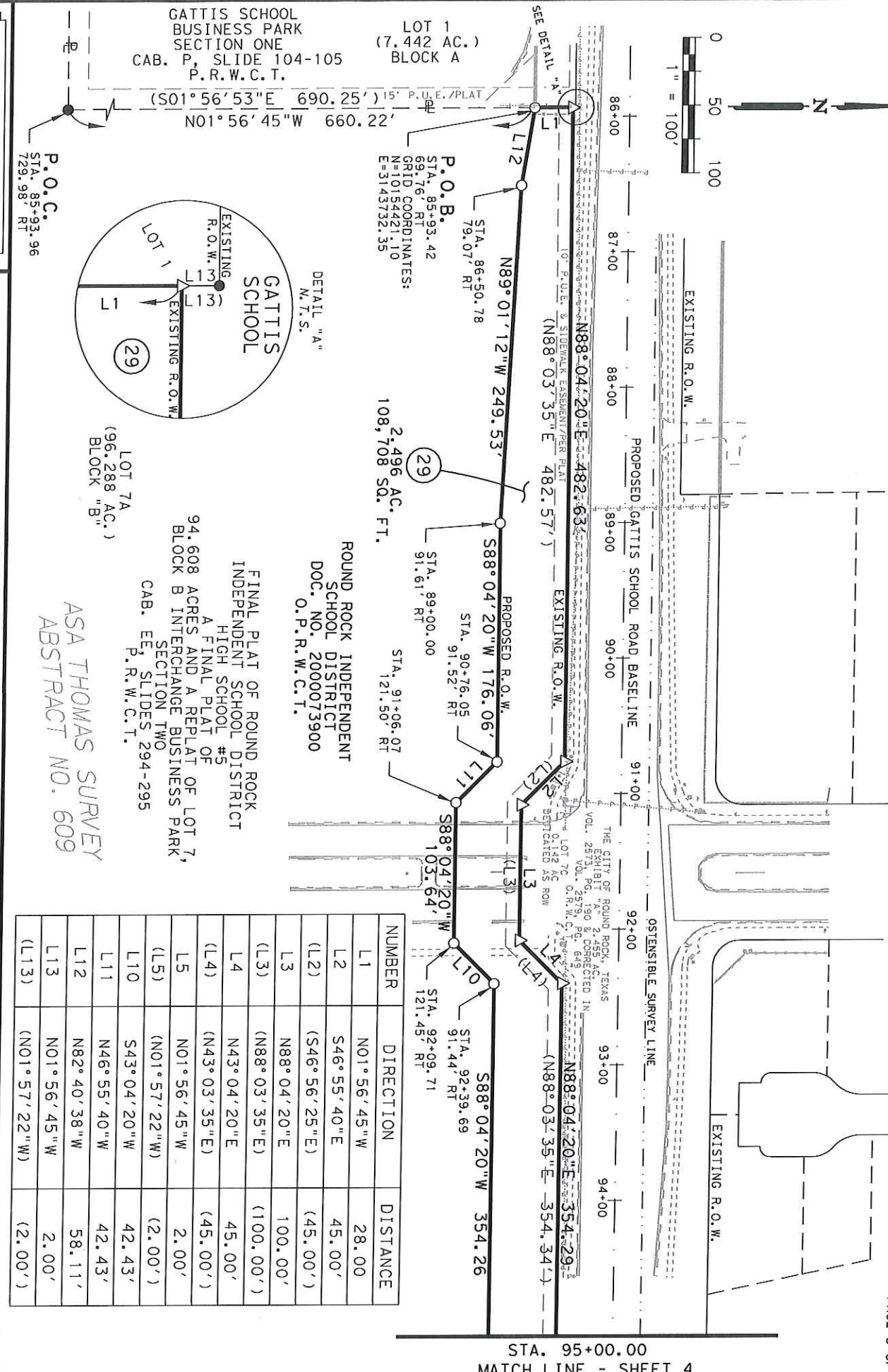
*20 APR 2020*

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



# EXHIBIT "A" PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N01°56'45"W	28.00'
L2	S46°55'40"E	45.00'
(L2)	(S46°56'25"E)	(45.00')
L3	N88°04'20"E	100.00'
(L3)	(N88°03'35"E)	(100.00')
L4	N43°04'20"E	45.00'
(L4)	(N43°03'35"E)	(45.00')
L5	N01°56'45"W	2.00'
(L5)	(N01°57'22"W)	(2.00')
L10	S43°04'20"W	42.43'
L11	N46°55'40"W	42.43'
L12	N82°40'38"W	58.11'
L13	N01°56'45"W	2.00'
(L13)	(N01°57'22"W)	(2.00')

**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200 FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE  
1" = 100'

PARCEL PLAT SHOWING PROPERTY OF  
**ROUND ROCK INDEPENDENT SCHOOL DISTRICT**  
PROJECT  
GATTIS SCHOOL ROAD

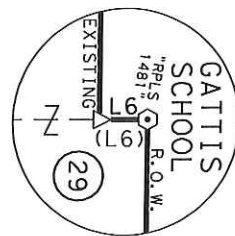
COUNTY  
WILLIAMSON

**PARCEL 29**



# EXHIBIT "A" PLAT TO ACCOMPANY PARCEL DESCRIPTION

DETAIL "B"  
N.T.S.



04/16/20  
PAGE 4 OF 5

STA. 95+00.00  
MATCH LINE - SHEET 3

L5

96+00

SEE DETAIL "B" 97+00

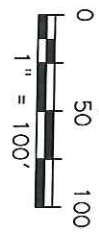
98+00

THE CITY OF ROUND ROCK, TEXAS  
EXHIBIT "A" 0.919 AC. PUE  
VOL. 1520, PG. 697  
O.P.R.W.C.T.

PROPOSED GATTIS SCHOOL ROAD BASELINE  
101+00 102+00

OSTENSIBLE SURVEY LINE

POT. 102+99.33



L9

STA. 95+93.95  
91.26' RT

S88°02'02"W 1194.75'

PROPOSED R.O.W.

STA. 107+88.71  
89.86' RT

(S29°11'53"E 101.15')  
L7 L8

2.496 AC.  
108,708 SQ. FT.

(29)

ROUND ROCK INDEPENDENT  
SCHOOL DISTRICT  
DOC. NO. 2000073900  
O.P.R.W.C.T.

ROUND ROCK INDEPENDENT  
SCHOOL DISTRICT  
19.167 ACRES  
DOC. NO. 2014031038  
O.P.R.W.C.T.

ASA THOMAS SURVEY  
ABSTRACT NO. 609

LOT 7A  
(96.288 AC.)  
BLOCK "B"

FINAL PLAT OF ROUND ROCK  
INDEPENDENT SCHOOL DISTRICT  
HIGH SCHOOL #5  
A FINAL PLAT OF  
94.608 ACRES AND A REPLAT OF LOT 7,  
BLOCK B INTERCHANGE BUSINESS PARK  
SECTION TWO  
CAB. EE, SLIDES 294-295  
P.R.W.C.T.

NUMBER	DIRECTION	DISTANCE
L5	N88°04'20"E	354.29'
(L5)	(N88°03'35"E)	(354.34')
L6	N01°54'00"W	2.00'
(L6)	(N01°57'22"W)	(2.00')
L7	S29°11'15"E	58.48'
L8	S29°11'15"E	42.69'
L9	S88°04'20"W	354.26'

(N06°27'45"W)  
S01°27'51"E 448.57'

MEISTER LANE/CR 169  
(R.O.W. WIDTH VARIES)

WILLIAMSON COUNTY  
EXHIBIT "A" 1.139 AC.  
VOL. 1529, PG. 473  
O.P.R.W.C.T.

INLAND  
GEODETICS

PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200 FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE  
1" = 100'

PROJECT  
GATTIS SCHOOL ROAD

COUNTY  
WILLIAMSON

PARCEL PLAT SHOWING PROPERTY OF  
ROUND ROCK INDEPENDENT  
SCHOOL DISTRICT

PARCEL 29

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

● 1/2" IRON ROD FOUND, UNLESS NOTED	€ CENTER LINE
⊗ IRON SET W/ PLASTIC CAP	ℙ PROPERTY LINE
⊗ STAMPED "INLAND-4933"	( ) RECORD INFORMATION
⊗ IRON ROD FOUND W/PLASTIC CAP, AS NOTED	— LINE BREAK
⊗ COTTON GIN SPINDLE FOUND	↖ DENOTES COMMON OWNERSHIP
⊗ 1/2" IRON PIPE FOUND, UNLESS NOTED	P.O.B. POINT OF BEGINNING
X X CUT FOUND	P.O.C. POINT OF COMMENCING
⊗ MAG NAIL FOUND	N.T.S. NOT TO SCALE
▲ 60/D NAIL FOUND	STWSE STORM SEWER EASEMENT
▲ MAG NAIL SET	SSE SANITARY SEWER EASEMENT
⊗ RR SPIKE FOUND	P.U.E. PUBLIC UTILITY EASEMENT
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ IRON ROD W/ ALUMINUM CAP	O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
⊗ DISK IN CONCRETE FOUND	P.R.W.C.T. 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 GF NO. 1920309-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 30, 2019, ISSUE DATE JUNE 10, 2019.

1. RESTRICTIVE COVENANTS: CABINET EE, SLIDE 294 AND 295, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, SUBJECT TO.
  - 10A. PUBLIC UTILITY EASEMENT TO THE CITY OF ROUND ROCK, TEXAS, RECORDED IN VOLUME 1520, PAGE 697, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, BEING FURTHER AFFECTED BY INSTRUMENTS ENTITLED ASSIGNMENT OF UTILITY RIGHTS RECORDED IN VOLUME 1822, PAGE 383, VOLUME 1822, PAGE 386, AND VOLUME 1822, PAGE 389, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.
  - B. WATERLINE EASEMENT TO THE CITY OF ROUND ROCK, TEXAS RECORDED IN DOCUMENT NO. 2011008151, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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* 20 APR 2020

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



- C. OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED IN DOCUMENT NO. 2016116222, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- D. PIPELINE EASEMENT TO ATMOS ENERGY CORPORATION RECORDED IN DOCUMENT NO. 2017047532, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- E. TERMS, CONDITIONS AND PROVISIONS AS SET FORTH BY CITY OF ROUND ROCK ZONING ORDINANCE NO. Z-95-09-28-9F RECORDED IN DOCUMENT NO. 9602681, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

ACQUISITION	ACRES	SQUARE FEET
2.496	108,708	
CALC/DEED AREA	115.46	5,029,220
REMAINDER AREA	112.96	4,920,512

PARCEL PLAT SHOWING PROPERTY OF

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

PROJECT

GATTIS SCHOOL ROAD

SCALE

1" = 100'

COUNTY

WILLIAMSON

PARCEL 29

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PH. (512) 238-1200 FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

# EXHIBIT "B"

Parcel 29

## 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 ROUND ROCK INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, 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 2.496 acre (108,708 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 29)

**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, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

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:**

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

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:**