

**EXHIBIT****"A"****REAL ESTATE CONTRACT**

Gattis School Road Ph. 3 Right of Way - Randall's (#2636)

THIS REAL ESTATE CONTRACT ("Contract") is made this \_\_\_\_ day of \_\_\_\_, 2020, by and between RANDALL'S FOOD & DRUGS, LP, a Delaware 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 those certain two parcels of land totaling 0.150 acre (6,519 square foot) 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 8**); and

All of that certain 0.201 acre (8,750 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 "B", attached hereto and incorporated herein (**Parcel 9**);

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, and for any severance damage or cost of cure for the remaining property as a result of this purchase, shall be as follows:

- (a) Parcel 8: \$144,531
- (b) Parcel 9: \$94,156

**Total Purchase Price = TWO HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-SEVEN AND no/100 Dollars (\$238,687.00).**



2.02. Within fourteen (14) days after the Effective Date the Purchaser shall deposit the sum of One Thousand Dollars (\$1,000.00) ("Escrow Deposit") into escrow ("Escrow") with Independence Title Company. The Escrow Deposit is not refundable, except as set forth in Section 3.02, but shall be applicable to the Purchase Price at Closing, should Buyer purchase the Property. In the event Buyer fails to deposit the Deposit in Escrow strictly as and when contemplated under this Section, Seller shall have the right at any time thereafter, until cured, to terminate this Agreement and all further rights and obligations hereunder by giving written notice of such termination to Buyer. If Buyer fails to deposit the balance of the Purchase Price into escrow strictly as and when contemplated under Section 5.03, Seller shall be entitled to retain the Escrow Deposit as liquidated damages as more fully provided in Article VII.

#### Payment of Purchase Price

2.03. The Purchase Price shall be payable in good funds 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).

3.02. Buyer shall, not later than ten (10) days after the Effective Date, notify Seller in writing of its acceptance of or any objections to the contents of the title commitment (the "**Title Objection Notice**"). The failure to provide this notice shall be deemed as approval of title to the Property as set forth in the title commitment. If Buyer delivers a Title Objection Notice, Seller shall, within ten (10) days of receipt of such Title Objection Notice, have the option in its sole discretion, of either (i) electing not to cure any objections to title identified in the Title Objection Notice, or (ii) agreeing in written notice (the "Seller's Title Response Notice") to Buyer that on or before the Closing, Seller shall cure any or all of the objections to title specified in the Title Objection Notice. Seller's failure to deliver Seller's Title Response Notice within such ten (10) day period shall be deemed to constitute Seller's election not to cure any objections to title specified in the Title Objection Notice. If Seller elects, or is deemed to have elected, not to cure each of the objections to title specified in the Title Objection Notice, then Buyer shall elect, on or before that date five (5) days after the expiration of the Seller's ten (10) day period to respond to the Title Objection Notice either (1) to waive its prior objection to such of the title matters referenced in the Title Objection Notice which Seller has not elected to cure pursuant to the Seller's Title Response Notice, in which event such matters as to which Buyer has waived such prior objections shall be deemed to constitute Permitted Exceptions, or (2) terminate this Agreement. Buyer's failure to deliver notice waiving Buyer's prior objections pursuant to clause (1) above on or before the expiration of the five day period shall be deemed to constitute Buyer's



election to approve the condition of title set forth in the title commitment. In the event of Buyer's election or deemed election to terminate this Agreement pursuant to clause (2) above, this Agreement shall terminate, the Escrow Deposit shall be returned to Buyer and neither party shall have any further rights, obligations or liabilities under this Agreement except under provisions of this Agreement which are expressly stated to survive the termination of this Agreement.

#### Miscellaneous Conditions

3.03. 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 IIIA SELLER'S CONDITION**

#### Condition to Sale of the Property

3.01A. As part of the consideration for the sale of the Property under this Contract, the Purchaser agrees to replace the existing curb and gutter and backfill dirt and grass in substantial compliance with the design plan sheets attached here to as Exhibit "C", and to repair any damages to irrigation lines which are located outside of the Property. The Purchaser confirms that Seller's signs adjacent to the Property will not be disturbed or damaged by any work performed by Purchaser and Purchaser shall timely repair any signs damaged as a result of any of the roadway construction or otherwise. As a result of the widening of the road the Purchaser agrees that: (i) the elimination of any landscaping by Purchaser as a result of the roadway construction and road widening and (ii) any of Seller's existing signs, shall not be in violation of any municipal ordinance or setback requirements under local law, or alternatively Purchaser shall provide an Administrative Adjustment variance letter pursuant to the provisions of its Code of Ordinances for any non-compliance directly resulting from this conveyance. This paragraph shall survive the closing for the purchase of the Property by Purchaser.

### **ARTICLE IIIB CONDITION OF THE PROPERTY**

3.01B Buyer will acquire the Property in an "AS IS" condition and shall assume the risks that adverse physical conditions may not have been revealed by its investigation, SUBJECT TO ALL FAULTS, INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PROPERTY INCLUDING BUT NOT LIMITED TO WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



3.02B AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN, AS OF THE CLOSING DATE. EXCEPT FOR THOSE WARRANTIES AND REPRESENTATIONS, IF ANY, SPECIFICALLY MADE BY SELLER IN THIS AGREEMENT, NO WARRANTY OR REPRESENTATION OF ANY TYPE IS MADE BY SELLER WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, AS TO ANY OF THE FOLLOWING: (I) FITNESS FOR ANY PARTICULAR PURPOSE, (II) MERCHANTABILITY, (III) CONDITION, (IV) ABSENCE OF DEFECTS OR FAULTS, (V) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, (VI) FLOODING, OR (VII) COMPLIANCE WITH LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT, AS THEY MAY APPLY TO THE CURRENT CONDITION OF THE PROPERTY OR PURCHASER'S INTENDED CONSTRUCTION OR USE, OR FOR ANY OTHER PURPOSE. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING, OR CLAIMING TO ACT, BY, THROUGH OR UNDER SELLER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO ANY DOCUMENTS, EXECUTED OR DELIVERED AT CLOSING.

TO SIGNIFY THEIR AWARENESS AND AGREEMENT TO BE BOUND BY THE TERMS AND PROVISIONS OF THIS ARTICLE, BUYER AND SELLER HAVE SEPARATELY INITIALED THIS SECTION.

SELLER INITIALS: <sup>DS</sup> BB

BUYER'S INITIALS: \_\_\_\_\_

#### **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) Other than as set forth in any document recorded against the Property, to Seller's knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers; and



(b) To Seller's knowledge, Seller has not received any written notice from a governmental authority alleging a violation of any law relating to the Property which is required to be corrected and remains uncorrected. For the purpose of the foregoing representations and warranties, "knowledge" of Seller shall refer to and mean actual knowledge by Judy Spiller, an individual employed by Seller as of the date hereof and as of the Closing who is as knowledgeable as any other individual in Seller's organization on the subject matter of these representations and warranties, without any obligation imposed on Seller or such individual to make any inquiry, inspection or investigation; and "notice" shall mean and refer to actual written notice received by Seller (or its property manager) prior to the date hereof and prior to the Closing.

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 October 30, 2020, within 10 days after the completion of any title curative matters if necessary for items as shown on the title commitment from Independence Title Company or in this contract, or at such time, date, and place as Seller and Purchaser may agree upon (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 Purchaser a duly executed and acknowledged Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A-B", 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 and subsequent years not yet due and payable; and
- (b) Any exceptions set for in the title commitment from Independence Title Company, approved, or deemed approved, by Purchaser in writing, pursuant to Section 3.02.

(2) The Deed shall be in the form as shown in Exhibit "D" 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, or deemed approved, by Purchaser under Section 3.02, 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; and
  - (b) 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 Purchase Price to the Seller.

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, which directly result 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, or deemed satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, 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.

## **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.

### Non- Assignable; Parties Bound

8.03. This Contract shall not be assignable to any entity which does not possess the power of eminent domain without the consent of the other party and further 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.

Reserved

8.08. Not Used.

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:**

**RANDALL'S FOOD & DRUGS LP,**  
a Delaware limited partnership

By: Randall's Food Markets, Inc.,  
a Delaware corporation,  
its: general partner

By: Brad Beckstrom  
Name: Brad Beckstrom  
Its: Authorized Signatory  
BCT

Address: 250 Parkcenter Blvd., Boise, Idaho 83706,  
Attn.: Real Estate Law

Date: 09-10-2020 | 10:47:42 MDT

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

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

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



# A

## EXHIBIT

County: Williamson  
Parcel: 8, Parts 1 & 2  
Project: Gallis School Road

### PROPERTY DESCRIPTION FOR PARCEL 8 PART 1 & 2

DESCRIPTION OF TWO PARCELS OF LAND TOTALING 0.150 ACRE (6,519 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 809, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, BLOCK A (1.21 ACRES), RANDALL'S TOWN CENTRE, SECTION ONE, A SUBDIVISION OF RECORD IN CABINET W, SLIDES 330-331 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO RANDALL'S FOOD & DRUGS, LP, RECORDED IN DOCUMENT NO. 2002091940 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.150 ACRE (6,519 SQUARE FOOT) PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED AS PART 1, CONTAINING 0.050 ACRE (2,184 SQUARE FEET) OF LAND AND PART 2 CONTAINING 0.100 ACRE (4,335 SQUARE FEET) OF LAND AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

#### PART 1 (0.050 ACRE 2,184 SQUARE FEET)

COMMENCING at an Iron Nail with washer stamped "INLAND 4933" set, 286.31 feet right of proposed Gallis School Road Baseline Station 45+04.87, being an angle point in the southerly boundary line of said Lot 4, Block A, same being the northerly boundary line of Lot 5, Block A, said Randall's Town Centre, Section One;

THENCE, with the common boundary line of said Lot 4 and said Lot 5, S 87°33'33" W, for a distance of 107.54 feet to an Iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154047.13, E=3139638.47 TSPC Zone 4203), 287.75 feet right of proposed Gallis School Road Baseline Station 44+87.33, being in the proposed easterly Right-of-Way (ROW) line of A. W. Grimes Boulevard, (ROW width varies), for the southeasterly corner and POINT OF BEGINNING of the herein described tract;

- 1) THENCE, continuing with said common boundary line, S 87°33'33" W, for a distance of 15.13 feet to a calculated point in the existing easterly ROW line of A.W. Grimes Boulevard (ROW width varies), same being the common westerly corner of said Lot 4 and said Lot 5, for the southwesterly corner of the herein described tract, and from which, a Mag Nail in asphalt found, being in said existing easterly ROW line, same being the southwesterly corner of Lot 6, Block A, and an angle point in the westerly boundary line of Lot 3, Block A, of the Replat of Lots 2 and 3, Block A of Randall's Town Centre, Section One, a subdivision of record in Cabinet Y, Slide 97-98 of the Plat Records of Williamson County, Texas bears along a curve to the left, having a delta angle of 10°06'20", a radius of 2023.48 feet, an arc length of 356.89 feet and a chord which bears S 08°26'21" E, at a distance of 356.43 feet;

THENCE, departing said Lot 5, with said existing easterly ROW line, same being the westerly boundary line of said Lot 4, the following three (3) courses:

- 2) Continuing along said curve to the right, having a delta angle of 00°54'39", a radius of 2023.48 feet, an arc length of 32.17 feet and a chord which bears N 02°55'52" W, for a distance of 32.17 feet to a calculated point of non-tangency;
- 3) N 02°20'18" W, for a distance of 85.11 feet to a calculated angle point;
- 4) N 29°20'03" E, for a distance of 64.11 feet to an Iron rod with aluminum cap stamped "ROW 4933" set, 115.73 feet right of proposed Gallis School Road Baseline Station 45+03.53, being the intersection of said existing easterly ROW line and said proposed easterly ROW line, for the northerly corner of the herein described tract, and from which, the westerly corner of the herein described Parcel 8, Part 2, being an Iron rod with aluminum cap stamped "ROW 4933" set, 80.14 feet right of proposed Gallis School Road Baseline Station 45+38.62, bears with the existing easterly ROW line of said A. W. Grimes Boulevard, N 42°55'03" E, at a distance of 49.08 feet;

THENCE, departing said existing easterly ROW line, with the proposed easterly ROW line of said A. W. Grimes Boulevard, through the interior of said Lot 4, the following three (3) courses:

- 5) S 16°22'48" W, for a distance of 58.15 feet to an Iron rod with aluminum cap stamped "ROW 4933" set, 171.02 feet right of proposed Gallis School Road Baseline Station 44+85.51;
- 6) S 02°26'27" E, for a distance of 84.57 feet to an Iron rod with aluminum cap stamped "ROW 4933" set, 255.59 feet right of proposed Gallis School Road Baseline Station 44+86.64, for a point of curvature to the left;
- 7) Along said tangent curve to the left, having a delta angle of 00°55'04", a radius of 2008.48 feet, an arc length of 32.17 feet and a chord which bears S 02°53'59" E, for a distance of 32.17 feet to the POINT OF BEGINNING, containing 0.050 acres (2,184 square feet) of land, more or less.

**PART 2 (0.100 ACRE 4,335 SQUARE FEET)**

COMMENCING at an iron rod with plastic cap stamped "INLAND 4933" set 162.76 feet right of proposed Gattis School Road Baseline Station 47+42.39, being the southeasterly corner of said Lot 4, Block A, Randall's Town Centre, Section One, same being the northeasterly corner of said Lot 5, Block A, Randall's Town Centre, Section One, also being in the westerly boundary line of Lot 3, Block A of the Replat of Lots 2 and 3, Block A of Randall's Town Centre, Section One, a subdivision of record in Cabinet Y, Slide 07-98 of the Plat Records of Williamson County, Texas;

THENCE, departing said Lot 5, with the common boundary line of said Lot 4 and said Lot 3, N 01°42'55" W, for a distance of 91.60 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154270.95, E=3139887.00 TSPC Zone 4203), 71.26 feet right of proposed Gattis School Road Baseline Station 47+42.32, being in the proposed southerly right-of-way line of Gattis School Road, (ROW width varies), for the southeasterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said Lot 3, with said proposed southerly ROW line, through the interior of said Lot 4, the following two (2) courses:

- 1) S 88°17'12" W, for a distance of 142.02 feet an iron rod with aluminum cap stamped "ROW 4933" set 71.38 feet right of proposed Gattis School Road Baseline Station 46+00.30, for a point of a non-tangent curve to the left;
- 2) Along said non-tangent curve to the left, having a deflection angle of 18°52'31", a radius of 190.00 feet, an arc length of 62.69 feet and a chord which bears S 80°13'23" W, for a distance of 62.31 feet to an iron rod with aluminum cap stamped "ROW 4933" set, 80.14 feet right of proposed Gattis School Road Baseline Station 45+38.62, being the common boundary line of said Lot 4 and the existing easterly ROW line of A. W. Grimes Boulevard (ROW width varies), for the westerly corner of the herein described tract, and from which, the northerly corner of the herein described Parcel 8; Part 1, being an iron rod with aluminum cap stamped "ROW 4933" set, 115.73 feet right of proposed Gattis School Road Baseline Station 45+03.53, bears, with said existing easterly ROW line of said A. W. Grimes Boulevard, S 42°55'03" W, at a distance of 49.98 feet;
- 3) THENCE, departing said proposed southerly ROW line of Gattis School Road, with said common line, N 56°34'07" E, for a distance of 64.18 feet to a calculated point, being the intersection of said existing easterly ROW line of A. W. Grimes Boulevard, with the existing southerly ROW line of Gattis School Road (ROW width varies);
- 4) THENCE, with said existing southerly ROW line of Gattis School Road and said Lot 4, N 88°17'12" E, for a distance of 149.12 feet to a calculated point, being the common northerly corner of said Lot 4 and said Lot 3, for the northeasterly corner of the herein described tract;
- 5) THENCE, departing said existing southerly ROW line, with the common boundary line of said Lot 4 and said Lot 3, S 01°42'55" E, for a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.100 acres (4,335 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  
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

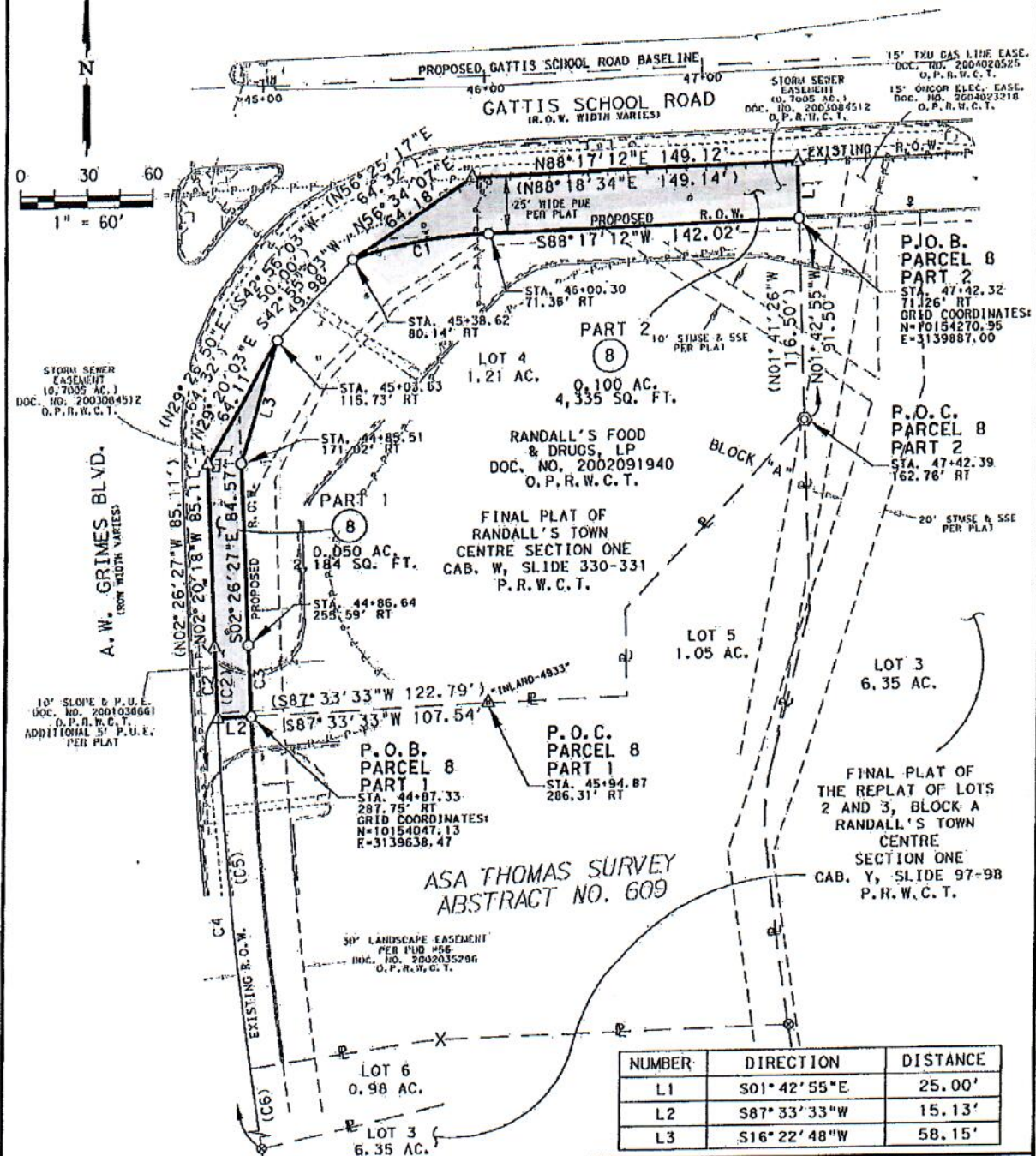
Date

S:\RTG\GATTIS SCHOOL-WINDY PARK TO RANCH RD\PARCELS\PARCEL 8-RANDALL'S FOOD & DRUGS\PARCEL 8-RANDALL'S FOOD & DRUGS-REV.doc



EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19  
REV: 11/12/19  
PAGE 3 OF 4

**INLAND U**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78661  
PH (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**RANDALL'S FOOD & DRUGS, LP**

**PARCEL 8  
PART 1 & 2**

SCALE  
1" = 60'

PROJECT  
GATTIS SCHOOL ROAD

COUNTY  
WILLIAMSON

C:\BYP\GATTIS SCH - WINDY PARK 10 BR RANCH RD\PARCEL 5\PARCEL 8-RANDALL'S FOOD & DRUGS, LP\PARCEL 8-RANDALL'S FOOD & DRUGS LP-REV.00



EXHIBIT "A"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19  
REV: 11/12/19  
PAGE 4 OF 4

## LEGEND

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

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	18° 52' 31"	190.00'	62.59'	62.31'	S80° 13' 23"W
C2	00° 54' 39"	2023.48'	32.17'	32.17'	N02° 55' 52"W
(C2)	(00° 54' 12")	(2023.48')	(31.90')	(31.90')	(N02° 53' 33"W)
C3	00° 55' 04"	2008.48'	32.17'	32.17'	S02° 53' 59"E
C4	10° 06' 20"	2023.48'	356.89'	356.43'	S08° 26' 21"E
(C5)	(04° 38' 59")	(2023.48')	(164.21')	(164.16')	(S05° 40' 08"E)
(C6)	(05° 27' 51")	(2023.48')	(192.97')	(192.90')	(S10° 43' 33"E)

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.

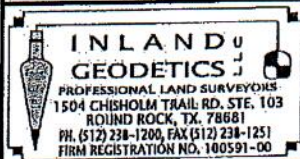
2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

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

M. STEPHEN TRUESDALE  
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

DATE

	ACRES	SQUARE FEET
ACQUISITION PART 1	0.050	2,184
ACQUISITION PART 2	0.100	4,335
TOTAL ACQUISITION	0.150	6,519
DEED AREA	1.21	52,708
REMAINDER AREA	1.060	46,189



PARCEL PLAT SHOWING PROPERTY OF  
RANDALL'S FOOD & DRUGS, LP

SCALE 1" = 60'  
PROJECT GATTIS SCHOOL ROAD  
COUNTY WILLIAMSON

PARCEL 8  
PART 1 & 2

SURVEY: GATTIS SCHOOL - WINDY PARK TO RR RANCH RD\PARCELS\PARCEL 8-RANDALL'S FOOD & DRUGS, LP\PARCEL 8-RANDALL'S FOOD & DRUGS LP-REV. 00



**EXHIBIT B**

**County:** Williamson  
**Parcel:** 9  
**Project:** Gattis School Road

**PROPERTY DESCRIPTION FOR  
PARCEL 9**

DESCRIPTION OF A 0.201 ACRE (8,750 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, BLOCK A (6.35 ACRES), FINAL PLAT OF THE REPLAT OF LOTS 2 AND 3, RANDALL'S TOWN CENTRE, SECTION ONE, A SUBDIVISION OF RECORD IN CABINET Y, SLIDES 97-98 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO RANDALL'S FOOD & DRUGS, LP, RECORDED IN DOCUMENT NO. 2002091940 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.201 ACRE (8,750 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at an iron rod with plastic cap stamped "INLAND 4933" set 162.76 feet right of proposed Gattis School Road Baseline Station 47+42.39 in the westerly boundary line of said Lot 3, same being the southeasterly corner of Lot 4, Block A, and the northeasterly corner of Lot 5, Block A, Randall's Town Centre, Section One, a subdivision of record in Cabinet W, Slide 330-331 of the Plat Records of Williamson County, Texas;

**THENCE**, departing said Lot 5, with the common boundary line of said Lot 4 and said Lot 3, **N 01°42'55" W**, for a distance of 91.50 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10,154,270.95, E=3,139,887.00 TxSPC Zone 4203), 71.26 feet right of proposed Gattis School Road Baseline Station 47+42.32, being in the proposed southerly right-of-way 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°42'55" W**, for a distance of **25.00** feet to a calculated point in the existing southerly ROW line of said Gattis School Road (ROW width varies), same being the common northerly corner of said Lot 4 and said Lot 3, for the northwesterly corner of the herein described tract;
- 2) **THENCE**, departing said Lot 4, with said existing southerly ROW line, same being the northerly boundary line of said Lot 3, **N 88°17'12" E**, for a distance of **352.11** feet to a calculated point, being the northeasterly corner of said Lot 3, same being the northwesterly corner of Lot 2, Block A of said Final Plat of the Replat of Lots 2 and 3, Randall's Town Centre, Section One, for the northeasterly corner of the herein described tract;
- 3) **THENCE**, departing said existing southerly ROW line, with the common boundary line of said Lot 3 and said Lot 2, **S 01°42'48" E**, for a distance of **25.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 71.01 feet right of proposed Gattis School Road Baseline Station 50+94.44 in said proposed southerly ROW line, for the southeasterly corner of the herein described tract;

**THENCE**, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 3, the following (five) 5 courses:

- 4) **S 88°17'12" W**, for a distance of **211.02** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 71.16 feet right of proposed Gattis School Road Baseline Station 48+83.42;
- 5) **N 01°42'48" W**, for a distance of **3.50** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 67.66 feet right of proposed Gattis School Road Baseline Station 48+83.42;
- 6) **S 88°17'12" W**, for a distance of **15.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 67.67 feet right of proposed Gattis School Road Baseline Station 48+68.42;
- 7) **S 01°42'48" E**, for a distance of **3.50** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 71.17 feet right of proposed Gattis School Road Baseline Station 48+68.42;
- 8) **S 88°17'12" W**, for a distance of **126.10** feet to the **POINT OF BEGINNING**, containing 0.201 acres (8,750 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

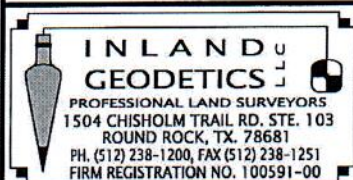
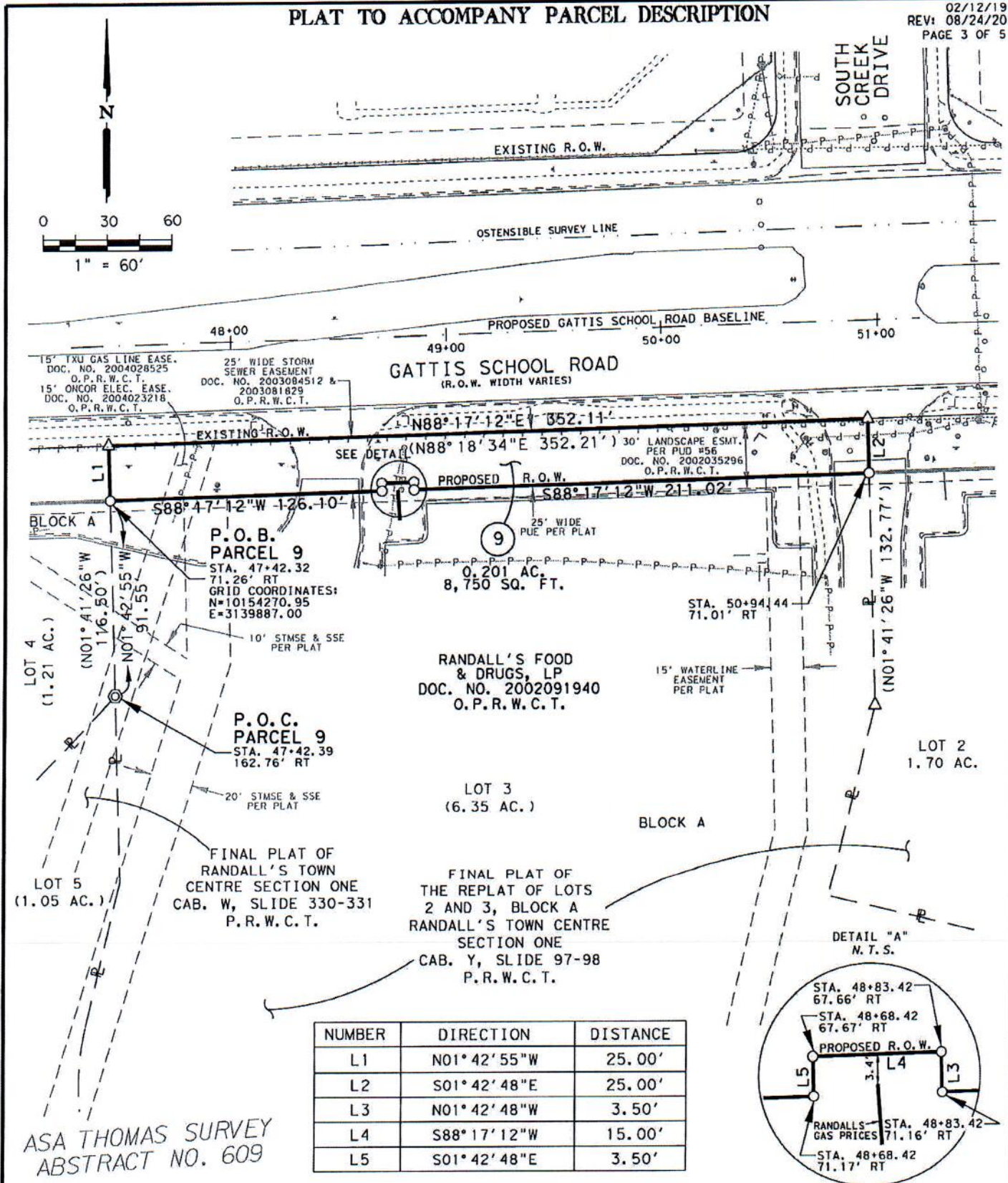
*27 AUG 2020*  
Date





EXHIBIT "B"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19  
REV: 08/24/20  
PAGE 3 OF 5

PARCEL PLAT SHOWING PROPERTY OF

RANDALL'S FOOD &amp; DRUGS, LP

PARCEL 9

SCALE  
1" = 60'PROJECT  
GATTIS SCHOOL ROADCOUNTY  
WILLIAMSON



EXHIBIT "B"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19  
REV: 08/24/20  
PAGE 4 OF 5

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. 1920233-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 22, 2019, ISSUE DATE JUNE 03, 2019.

1. RESTRICTIVE COVENANTS: CABINET W, SLIDE 330 AND CABINET Y, SLIDE 97, PLAT RECORDS AND DOCUMENT NO(S), 2002091941, 2002091942, 2003071653, 2004013115, 2004032061, 2004036070, AND 2005019780, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

10G. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET W, SLIDE 330 AND CABINET Y, SLIDE 97, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

H. 10' SLOPE AND PUBLIC UTILITY AS SET FORTH IN DOCUMENT NO. 2001038661, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES RECORDED IN DOCUMENT NO. 2001038661, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

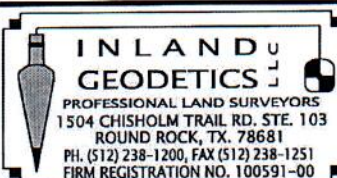
J. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE RECORDED IN DOCUMENT NO. 2002035296 AND AS AMENDED IN DOCUMENT NO. 2002053541, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.

K. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2002091943 AND AS AMENDED IN DOCUMENT NO. 2003005124, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

L. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN SIDEWALK AND UTILITY EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2002091944 AND AS AMENDED IN DOCUMENT NO. 2003120071, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

M. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED IN DOCUMENT NO. 2002091941 AND AS AMENDED AND SUPPLEMENTED BY DOCUMENT NO(S) 2003071653, 2004013115, 2004032061, AND 2005019780, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS IF APPLICABLE.

N. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN AMENDED AND RESTATED EASEMENT, CONSTRUCTION, AND MAINTENANCE AGREEMENT RECORDED IN DOCUMENT NO. 2003005125, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.



PARCEL PLAT SHOWING PROPERTY OF

RANDALL'S FOOD &amp; DRUGS, LP

PARCEL 9

SCALE

1" = 60'

PROJECT

GATTIS SCHOOL ROAD

COUNTY

WILLIAMSON



EXHIBIT "B"

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19  
REV: 08/24/20  
PAGE 5 OF 5

## LEGEND

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| ● 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           | — LINE BREAK                         |
| CAP, AS NOTED                        | — DENOTES COMMON OWNERSHIP           |
| ⊙ COTTON GIN SPINDLE FOUND           | P.O.B. POINT OF BEGINNING            |
| ⊙ 1/2" IRON PIPE FOUND, UNLESS NOTED | P.O.C. POINT OF COMMENCING           |
| X X CUT FOUND                        | N.T.S. NOT TO SCALE                  |
| ⊗ MAG NAIL FOUND                     | STMSE STORM SEWER EASEMENT           |
| ▲ 60/D NAIL FOUND                    | SSE SANITARY SEWER EASEMENT          |
| △ MAG NAIL SET                       | 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. OFFICIAL RECORDS          |
| STAMPED "ROW-4933" SET               | O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS |
| (UNLESS NOTED OTHERWISE)             | WILLIAMSON COUNTY, TEXAS             |
|                                      | P.R.W.C.T. PLAT RECORDS              |
|                                      | WILLIAMSON COUNTY, TEXAS             |

- Q. EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003081829, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- P. EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003084512, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- Q. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004023218, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- R. EASEMENT GRANTED TO TXU GAS COMPANY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004028525, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

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

*M. Stephen Truesdale* 27 AUG 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, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.201	8,750
CALC/DEED AREA	6.35	276,606
REMAINDER AREA	6.149	267,856



PARCEL PLAT SHOWING PROPERTY OF

RANDALL'S FOOD &amp; DRUGS, LP

PARCEL 9

SCALE  
1" = 60'PROJECT  
GATTIS SCHOOL ROADCOUNTY  
WILLIAMSON



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

90% PLANS REVIEW

CITY OF ROUND ROCK, TEXAS

TRANSPORTATION SERVICES DEPARTMENT

PLANS OF PROPOSED

STATE HIGHWAY IMPROVEMENT

GATTIS SCHOOL ROAD

SEGMENT 3

WILLIAMSON COUNTY

LIMITS: 0.23 MILES W. OF A.W. GRIMES BLVD.

TO 0.22 MILES E. OF DOUBLE CREEK DR

FOR THE RECONSTRUCTION OF AN ARTERIAL STREET

CONSISTING OF: GRADING, DRAINAGE, FLEXBASE, ASPHALT PAVEMENT,

ILLUMINATION, UTILITIES, SIGNING AND PAVEMENT MARKINGS

FINAL PLANS

DATE CONTRACTOR BEGAN WORK:

DATE WORK WAS COMPLETED AND ACCEPTED:

FINAL CONTRACT COST: \$

GATTIS SCHOOL ROAD

FUNCTIONAL CLASSIFICATION: MAJOR ARTERIAL

DESIGN SPEED: 45 MPH

REQUIRED SIGNS SHALL BE IN ACCORDANCE WITH

BC (1)-14 THRU BC (12)-14 "TEXAS MANUAL

ON UNIFORM TRAFFIC CONTROL DEVICES

GATTIS SCHOOL ROAD

NET LENGTH OF ROADWAY= 556.08 FT. = 0.105 MI

NET LENGTH OF BRIDGE = 5800.37 FT. = 1.098 MI

TOTAL LENGTH OF PROJECT= 6356.45 FT. = 1.203 MI

I, DAVID KRITZAN, P.E., DO CERTIFY THAT THE PUBLIC WORKS AND

DRAINAGE IMPROVEMENTS DESCRIBED HEREIN HAVE BEEN DESIGNED

IN COMPLIANCE WITH THE SUBDIVISION AND BUILDING REGULATION

ORDINANCES AND STORMWATER DRAINAGE POLICY ADOPTED BY THE

CITY OF ROUND ROCK, TEXAS.

RODRIGUEZ TRANSPORTATION GROUP, INC.

PROJECT MANAGER

DATE

ACCEPTED FOR CONSTRUCTION

CITY OF ROUND ROCK, TEXAS

TRANSPORTATION DEPARTMENT

DATE

PROJECT NO.

1

CITY

ROUND ROCK, TEXAS

COUNTY

WILLIAMSON

STATE

TEXAS

PROJECT NAME

GATTIS SCHOOL ROAD

END SEGMENT 3

GATTIS SCHOOL ROAD

STA. 91+09.56

BEGIN INCIDENTAL WORK

A.W. GRIMES

STA. 574+00.00

BEGIN INCIDENTAL WORK

WINDY PARK

STA. 11+12.50

BEGIN SEGMENT 3

GATTIS SCHOOL ROAD

STA. 32+00.00

END INCIDENTAL WORK

WINDY PARK

STA. 15+59.39

END INCIDENTAL WORK

A.W. GRIMES

STA. 589+00.00

LOCATION MAP

NOT TO SCALE

RTG

RODRIGUEZ TRANSPORTATION GROUP

This document is released for the purposes of interim review under the authority of David W. Kritzan, P.E. 66414 on 12/4/2019. It is not to be used for construction, bidding or permitting purposes.

ALL RESPONSIBILITIES FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN RECEIVING THESE PLANS, THE CITY OF ROUND ROCK MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

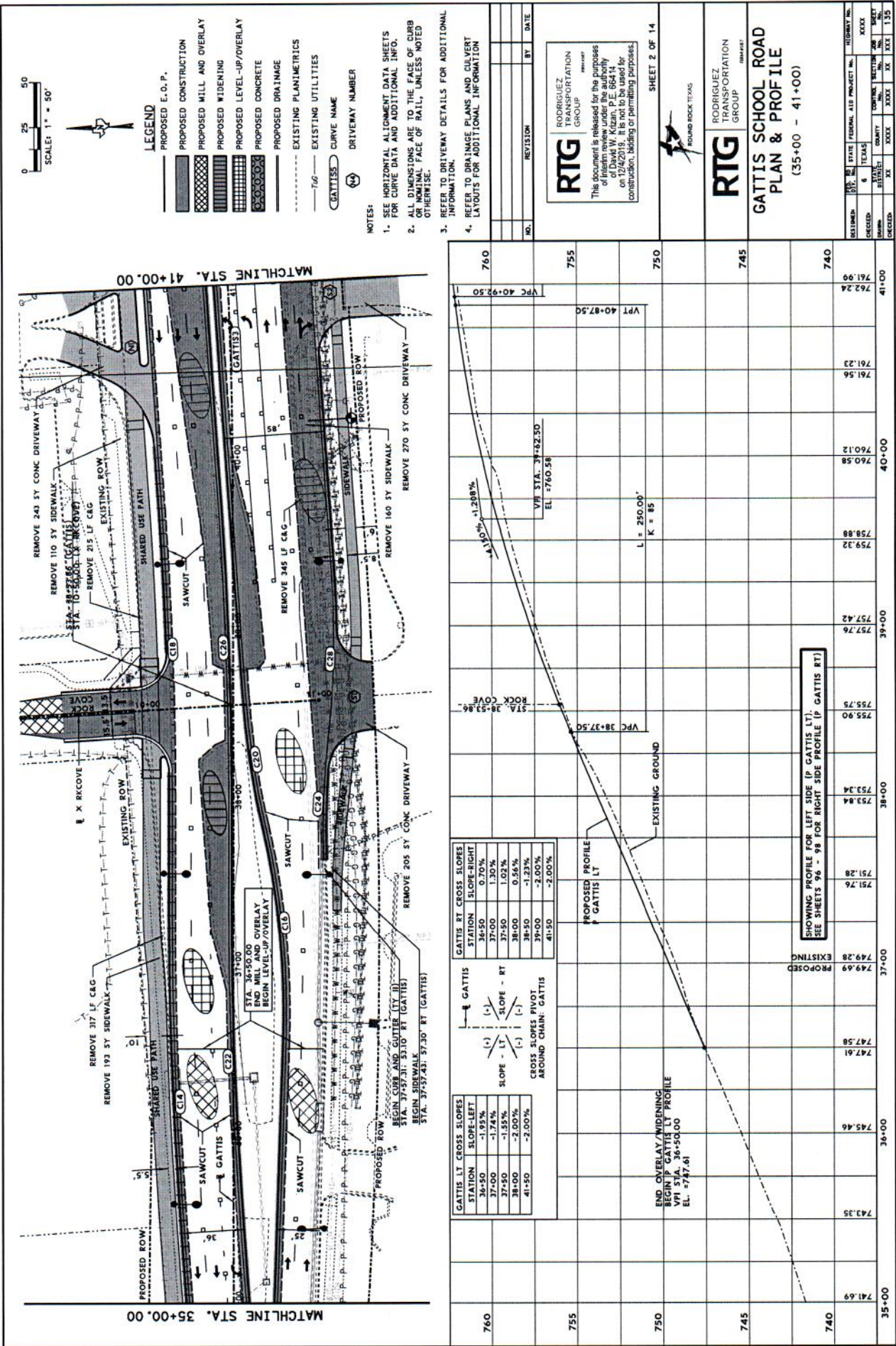
REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED

TOLR NO. TABS

90% SUBMITTAL

\\rtg\pm\hert\my\com\rtg\Documents\835084\CD\Plan Sheets\General\GSR3-PLN-TTL.dgn 11/18/19 2:58 PM





90% SUBMITTAL





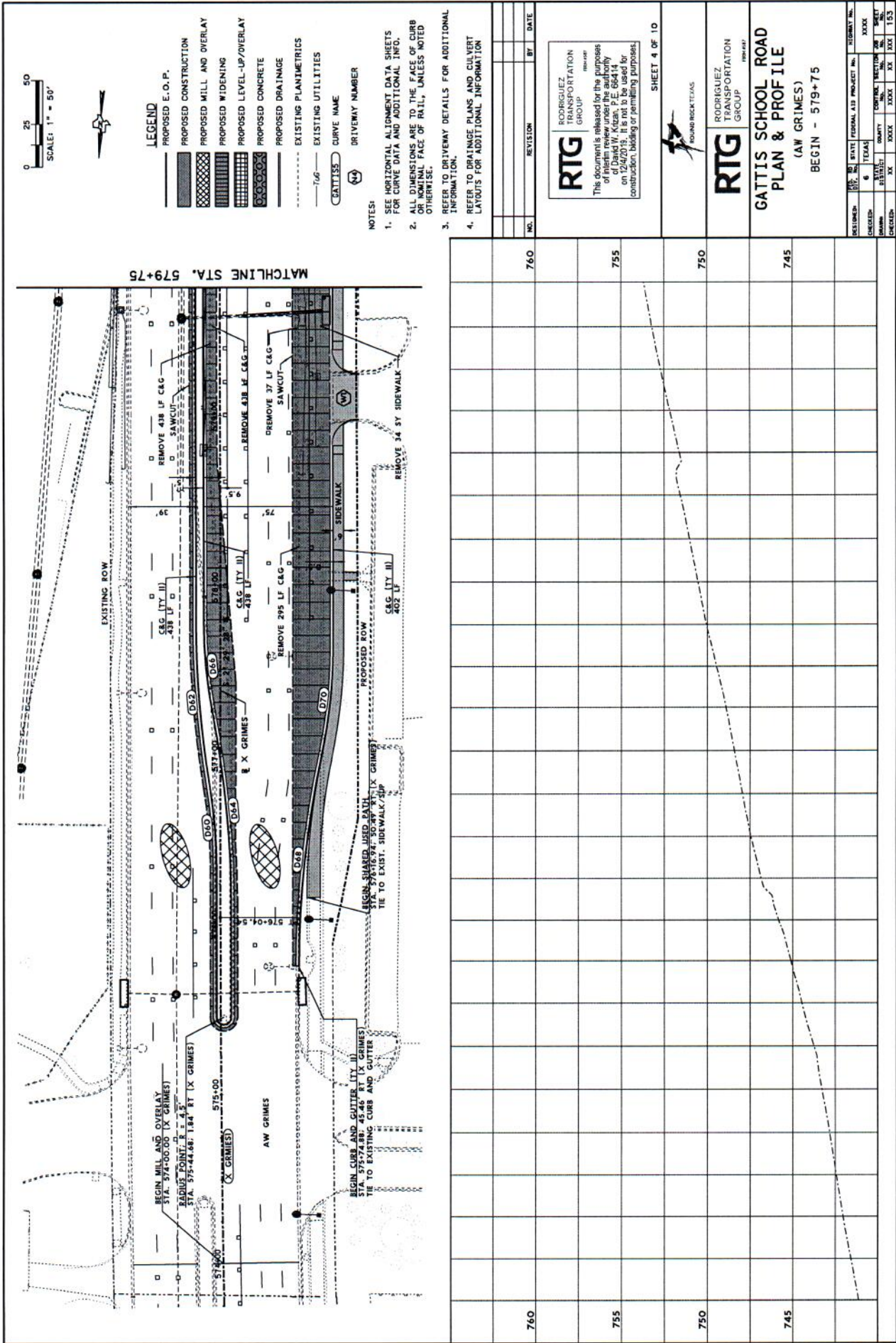








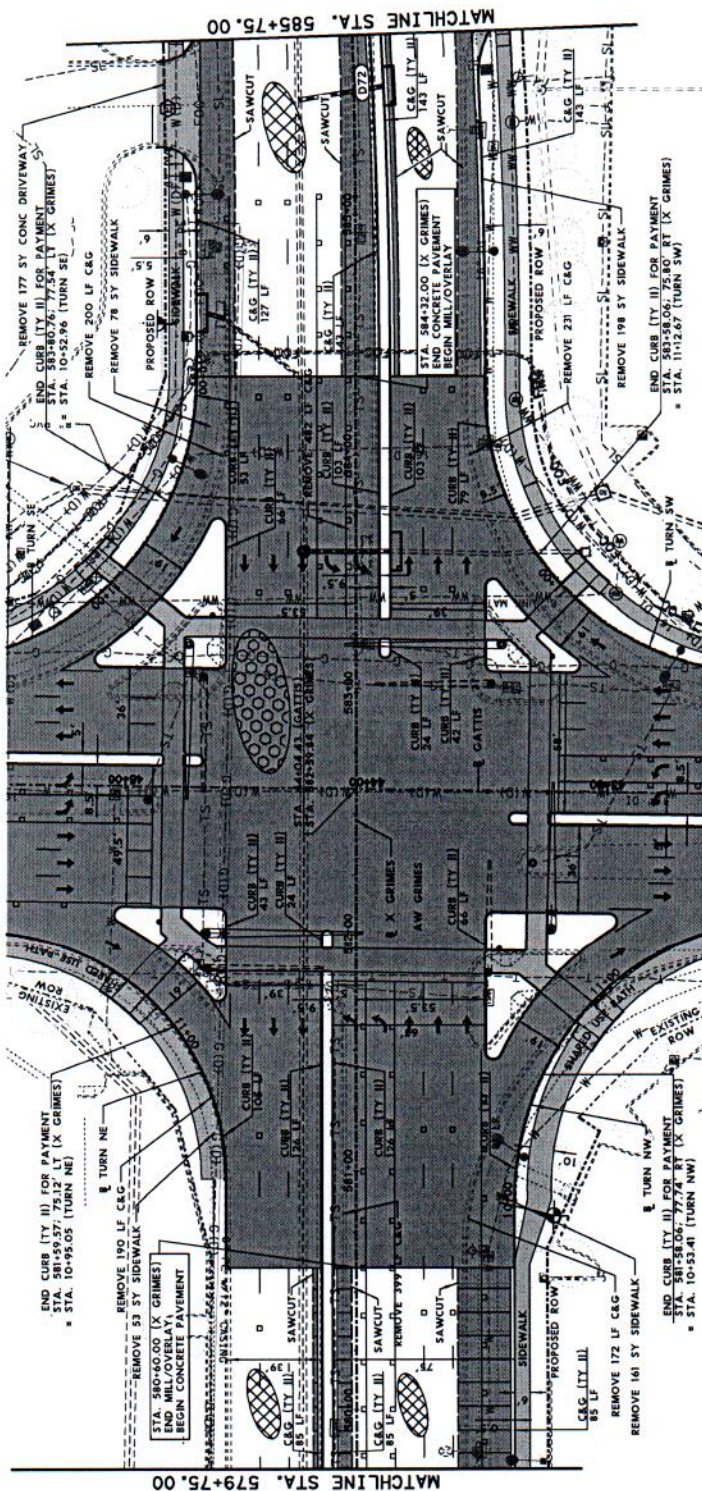




90% SUBMITTAL

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GATTIS SCHOOL ROAD CROSS SLOPES		
STATION	SLOPE - LEFT	SLOPE - RIGHT
41+50	-2.00%	-2.00%
43+50	-1.52%	1.25%
44+60	-1.52%	1.25%
45+00	-2.00%	
46+00		-1.57%
46+80		-2.00%

GIN PROFILE P X GRIMES  
1 STA. 580+00.00  
= 755.38  
ATCH EXISTING CROSS

AW GRIMES CROSS SLOPES		
STATION	SLOPE - LEFT	SLOPE - RIGHT
580+00	-1.69%	-0.75%
580+60	-1.67%	-0.33%
582+00	-1.52%	1.56%
583+10	-1.52%	1.56%
584+20	-1.91%	1.67%
586+40	-2.48%	1.98%

SECTION	FED. DIST. NO.	STATE NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKED	6	TEXAS		XXXX
QUANT	STATE DISTRICT	COUNTY	CONTROL NO.	SECTION NO.
	XX	XXXX	XXXX	XX
				154

**RTG**

RODRIGUEZ  
TRANSPORTATION  
GROUP

(Since 1981)

SHEET 5 OF 10

ROUND ROCK TEXAS

**RTG**  
RODRIGUEZ  
TRANSPORTATION  
GROUP

**GATTIS SCHOOL ROAD  
PLAN & PROFILE**  
(AW GRIMES)  
579+75 - 585+75

 $579+75 - 585+75$ 

NO.	REVISION	BY	DATE

NOTES:

1. SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
2. ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
3. REFER TO DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
4. REFER TO DRAINAGE PLANS AND CULVERT LAYOUTS FOR ADDITIONAL INFORMATION.

2/24/2019 2:28 PM





EXHIBIT D

Parcels 8 & 9

**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, RANDALL'S FOOD & DRUG, LP, 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 of 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 those certain two parcels of land totaling 0.150 acre (6,519 square foot) 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 8**); and

All of that certain 0.201acre (8,750 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 "B", attached hereto and incorporated herein (**Parcel 9**).

**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 Exhibits "A-B" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Those exceptions set forth on Exhibit "C," which is attached hereto and incorporated herein;

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; and

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 or AW Grimes Blvd.

**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, subject to the reservations contained herein, 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]*





**Exhibit A**



## **Exhibit B**

**Exhibit C**

**Title Exceptions.**