

# EXHIBIT

## "A"

### REAL ESTATE CONTRACT

Brushy Creek Trail

THIS REAL ESTATE CONTRACT ("Contract") is made by and between VHA PROPERTIES, LLC, a Texas limited liability company, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

#### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.855 acre (37, 253 square foot) tract of land, out of and situated in the P.A. Holder Survey, Abstract No. 297, in Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**);

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 herein 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 described in Exhibit "A", and any improvements thereon shall be the sum of TWO HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED NINETY-SIX and 00/100 Dollars (\$245,296.00).

##### Payment of Purchase Price

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

##### Special Provisions

2.03. The obligation of the parties to complete the Closing of this transaction is specifically contingent upon the final approval, execution, and entry of an Agreed Judgment in the amount of \$69,704.00 in full and final settlement and conveyance of the property interests sought

in the condemnation suit styled *City of Round Rock, Texas v. VHA Properties, LLC and Commerce National Bank*; Cause No. 18-0567-CC2, in the County Court at Law No. 2 of Williamson County, Texas.

2.04. By execution of this Contract, Purchaser agrees that Seller shall be permitted and allowed to at its sole cost construct a non-masonry material specification fence on the remaining property of Seller outside of the Property, in the locations generally as shown on Exhibit “B” attached hereto and incorporated herein, and which must otherwise be located outside of the flood designated areas as currently shown on the City of Round Rock City View maps for 1517 Palm Valley Blvd., as shown on Exhibit “B”.

### **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.

## **ARTICLE V CLOSING**

### Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (Georgetown) on or before November 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 Purchaser 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 monetary liens and restrictions, including specifically a full and complete release of any existing leases and/or subleases affecting the Property, 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 to Purchaser shall be in the form as shown in Exhibit "C" attached hereto.

(3) Provide reasonable assistance to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

- (4) Deliver to Purchaser possession of the Property.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise be the continuing obligation of the Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this 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.

### **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:**

VHA PROPERTIES, LLC.,  
a Texas limited liability company

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

*[Handwritten signature]*

Address: 1517 Palm Valley Blvd.  
Round Rock, Texas 78664

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

*Bralley, S. Van Houten*

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

*Managing Member*

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

*10/22/2020*

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

Craig Morgan, Mayor

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

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

County: Williamson  
Parcel: Parcel 4 (VHA Properties)  
Project: Heritage Trail

Page 1 of 4  
Sept. 18, 2020

EXHIBIT **A**  
PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.855 ACRE (37,253 SQUARE FOOT), TRACT OF LAND SITUATED IN THE P. A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, "BLOCK A" OF THE OPUS SUBDIVISION RECORDED IN CABINET Q SLIDES 41-42 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO VHA PROPERTIES LLC RECORDED IN DOCUMENT NO. 2016059253 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.855 ACRE (37,253 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with plastic cap stamped "RPLS 4933" set in the westerly boundary line of said Lot 1, being the easterly boundary line of that called 11.6049 acre tract of land, conveyed to MFT-The Creek, LLC by instrument recorded in Document No. 2012092901 of the Official Public Records of Williamson County, Texas, for the most northwesterly corner of the herein described tract;

**THENCE**, departing said 11.6049 acre boundary line, through the interior of said Lot 1, the following eight (8) courses:

- 1) **S 77°35'29" E** for a distance of **62.25** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for an angle point;
- 2) **S 62°56'19" E** for a distance of **52.86** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for an angle point;
- 3) **S 84°22'51" E** for a distance of **56.76** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for a point of curvature to the left;
- 4) Along said curve to the left, having a delta angle of **32°34'33"**, a radius of **90.00** feet, an arc length of **51.17** feet and a chord which bears, **S 13°17'04" E** for a distance of **50.48** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for a point of non-tangency;
- 5) **S 59°23'32" E** for a distance of **26.55** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for a point of curvature to the left;
- 6) Along said curve to the left, having a delta angle of **29°00'05"**, a radius of **75.00** feet, an arc length of **37.96** feet and a chord which bears, **S 73°53'35" E** for a distance of **37.56** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for a point of reverse curvature to the right;
- 7) Along said curve to the right, having a delta angle of **11°23'38"**, a radius of **325.00** feet, an arc length of **64.63** feet and a chord which bears, **S 82°41'49" E** for a distance of **64.52** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for a point of non-tangency;
- 8) **S 76°59'59" E** for a distance of **42.56** feet to an iron rod with plastic cap stamped "RPLS 4933" set, in the east boundary line of said Lot 1, being the west boundary line of that 0.317 acre tract of land conveyed to Tilden W. and Kimberly J. Baack by instrument recorded in Document No. 2000036940 of the Official Public Records of Williamson County, Texas, for a point of curvature to the left;

**THENCE**, with the common line of said Lot 1 and said 0.317 acre tract, the following three (3) courses:

- 9) Along said curve to the left, having a delta angle of **28°37'52"**, a radius of **95.02** feet, an arc length of **47.48** feet and a chord which bears, **S 54°09'20" E** for a distance of **46.99** feet to calculated point of reverse curvature to the right;



County: Williamson  
Parcel: Parcel 4 (VHA Properties)  
Project: Heritage Trail

- 10) Along said curve to the right, having a delta angle of **80°00'16"**, a radius of **55.01** feet, an arc length of **76.82** feet and a chord which bears, **S 28°28'16" E** for a distance of **70.73** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for a point of tangency;
  - 11) **S 11°31'45 W** for a distance of **42.65** feet to a calculated point in the approximate centerline of Brushy Creek, being the southeasterly corner of said Lot 1, same being the southwesterly corner of said 0.317 acre tract, also being the northerly boundary line of that 10.727 acre tract of land conveyed to said Tilden W. and Kimberly J. Baack by said Document, for the most southeasterly corner of the herein described tract;
  - 12) **THENCE**, departing said 0.317 acre boundary line, with the approximate centerline of said Brushy Creek, being the common line of said Lot 1 and said 10.727 acre tract, **N 65°29'11 W** for a distance of **192.41** feet to a calculated angle point, being the northwesterly corner of said 10.727 acre tract, same being the northeasterly corner of said 11.6049 acre tract;
- THENCE**, departing said 10.727 acre tract, with the common boundary line of said Lot 1 and said 11.6049 acre tract, and in part the approximate centerline of said Brushy Creek, the following six (6) courses:
- 13) **N 66°08'25" W** for a distance of **19.00** feet to a calculated angle point;
  - 14) **N 83°27'31" W** for a distance of **84.18** feet to a calculated angle point;
  - 15) **N 73°00'31" W** for a distance of **99.23** feet to a calculated angle point, for the southwesterly corner of the herein described tract;
  - 16) departing the approximate centerline of said creek, **N 23°39'34" E** for a distance of **57.09** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for an angle point;
  - 17) **N 20°47'38" W** for a distance of **63.85** feet to an iron rod with plastic cap stamped "RPLS 4933" set, for an angle point;
  - 18) **N 50°24'47" W** for a distance of **42.71** feet to the **POINT OF BEGINNING**, containing 0.855 acres, (37,253 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                    §  
   §      KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON           §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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

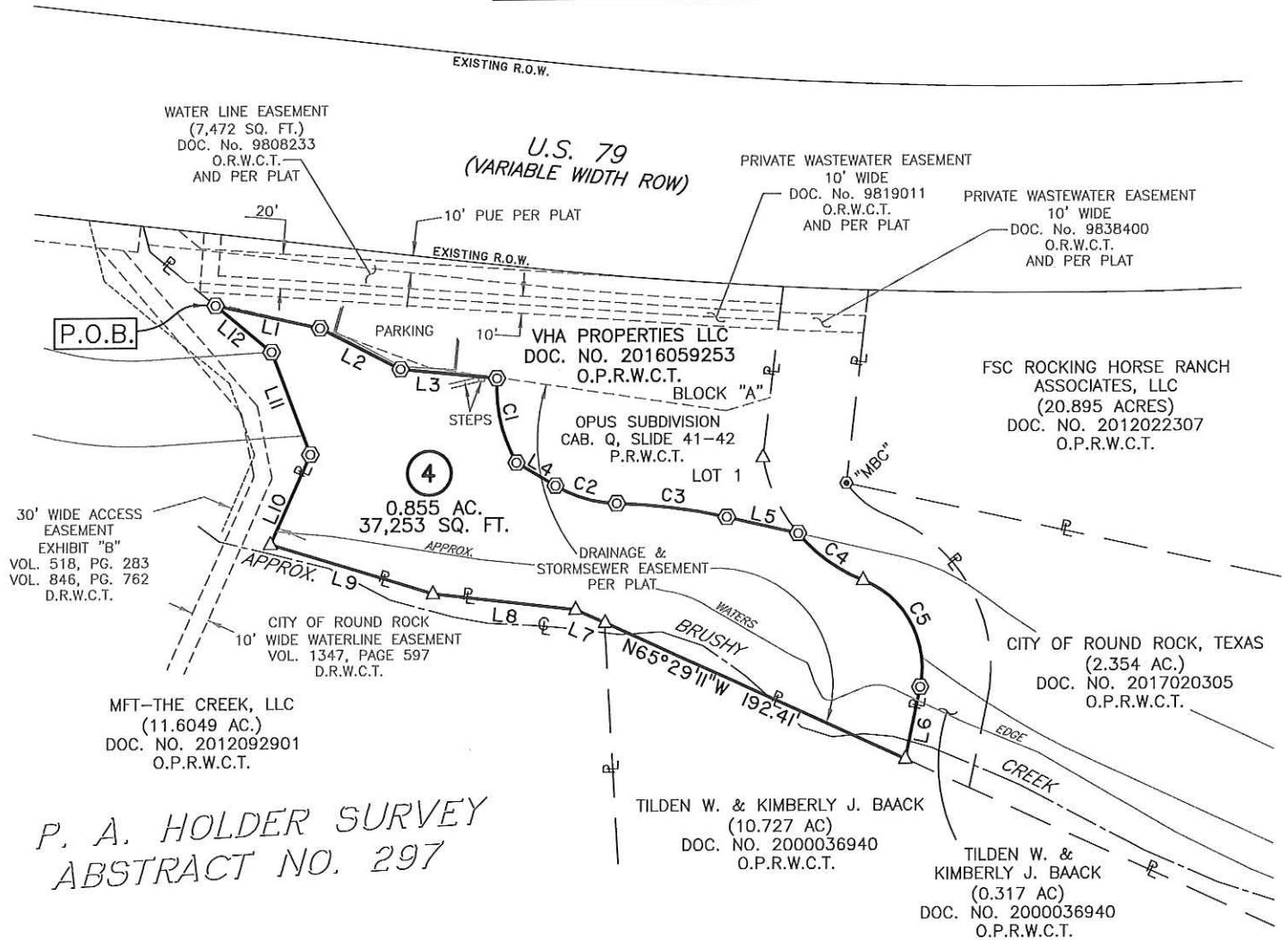
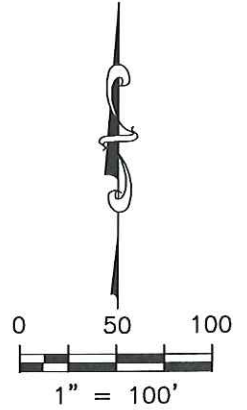
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# EXHIBIT A

## PLAT TO ACCOMPANY DESCRIPTION

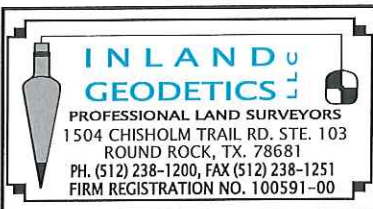
NO.	DIRECTION	DISTANCE
L1	S77°35'29"E	62.25'
L2	S62°56'19"E	52.86'
L3	S84°22'51"E	56.76'
L4	S59°23'32"E	26.55'
L5	S76°59'59"E	42.56'
L6	S11°31'45"W	42.65'
L7	N66°08'25"W	19.00'
L8	N83°27'31"W	84.18'
L9	N73°00'31"W	99.23'
L10	N23°39'34"E	57.09'
L11	N20°47'38"W	63.85'
L12	N50°24'47"W	42.71'



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	32°34'33"	90.00'	51.17'	50.48'	S13°17'04"E
C2	29°00'05"	75.00'	37.96'	37.56'	S73°53'35"E
C3	11°23'38"	325.00'	64.63'	64.52'	S82°41'49"E
C4	28°37'52"	95.02'	47.48'	46.99'	S54°09'20"E
C5	80°00'16"	55.01'	76.82'	70.73'	S28°28'16"E

REVISED: 09/18/2020

PAGE 3 OF 4



**PARCEL 4**  
0.855 ACRES  
37,253 SQUARE FEET



**EXHIBIT A**  
**PLAT TO ACCOMPANY DESCRIPTION**

**LEGEND**

⊗	IRON ROD WITH CAP SET STAMPED "INLAND-4933"	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
⊗	IRON ROD WITH CAP FOUND	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
●	1/2" IRON ROD FOUND UNLESS NOTED	P.U.E.	PUBLIC UTILITY EASEMENT
△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
ℙ	PROPERTY LINE	( )	RECORD INFORMATION
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS		
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS		

I) 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. I609642-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 12, 2018, ISSUE DATE FEBRUARY 21, 2018.

I. RESTRICTIVE COVENANTS: CABINET Q, SLIDE 4I, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 9609150 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

IO I. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 54, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 375, PAGE 62I, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. EASEMENT TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 35I, PAGE 33I, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS BLANKET EASEMENT SUBJECT TO, AND MODIFIED OR AMENDED IN VOLUME 947, PAGE 60, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 353, PAGE 133, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

M. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 443, PAGE 188, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

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

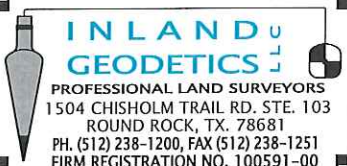
*M. Stephen Truesdale* 15 OCT 2020

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



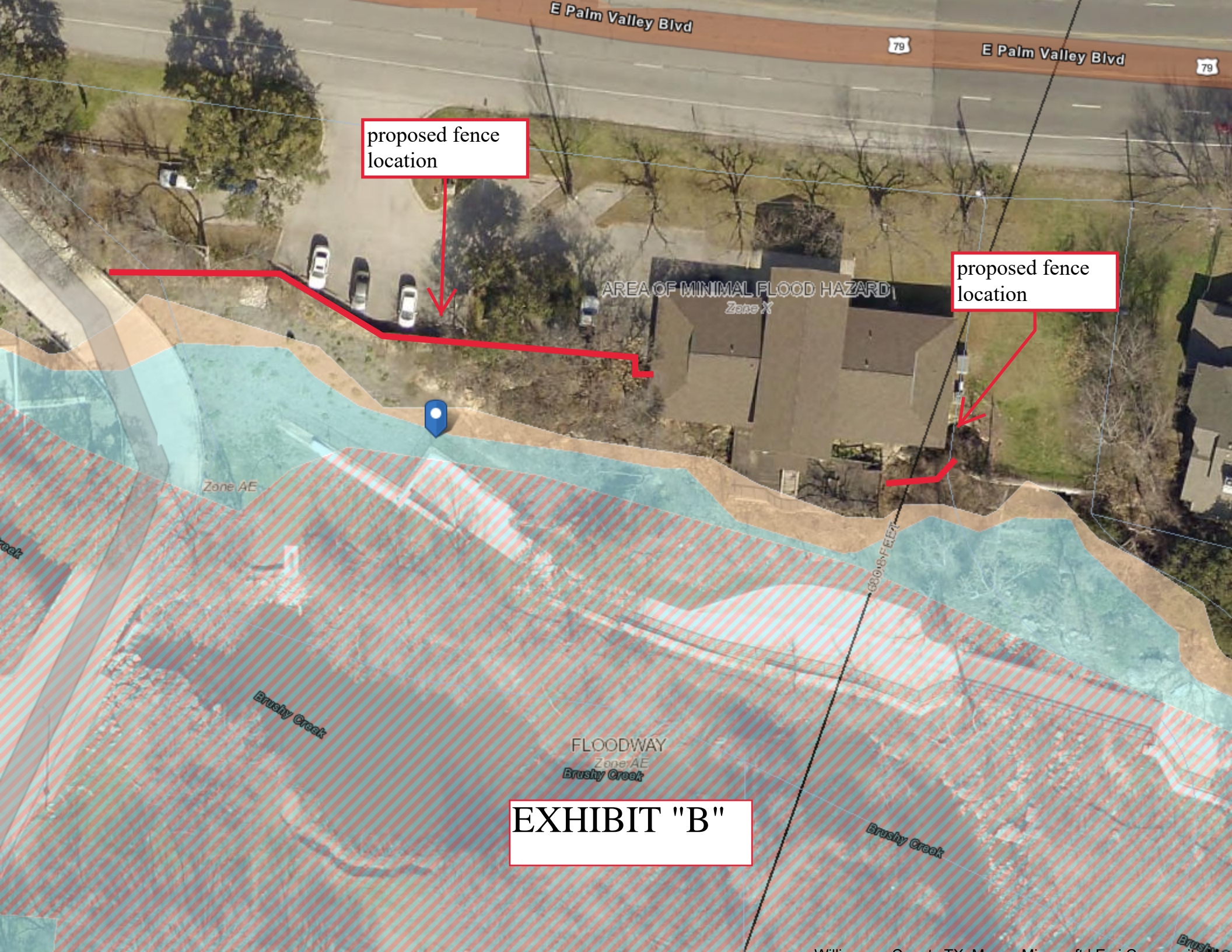
REVISED: 09/18/2020

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**PARCEL 4**  
0.855 ACRES  
37,253 SQUARE FEET





proposed fence  
location

proposed fence  
location

AREA OF MINIMAL FLOOD HAZARD  
Zone X

Zone AE

Brushy Creek

FLOODWAY  
Zone AE  
Brushy Creek

EXHIBIT "B"

Brushy Creek



# EXHIBIT "C"

Parcel 4

**DEED**  
Brushy Creek Trail

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

All of that certain 0.855 acre (37, 253 square foot) tract of land out of and situated in the P.A. Holder Survey, Abstract No. 297 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 4R**)

**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.

**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.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR:**

VHA PROPERTIES, LLC  
a Texas limited liability company

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:**