

EXHIBIT

"A"

Easement Purchase Agreement

This contract to buy and sell real property interests is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: Davidass Mahendru and Swaran Mahendru, husband and wife

Address: 9708 Oaxus Lane, Austin, TX 78759-7766, Travis County

Phone: (678) 702-7038

Buyer: City of Round Rock, a Texas home rule city

Address: 221 E. Main St., Round Rock, TX 78664, Williamson County

Easement Property: that certain tract of land in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Easement Property");

Title Company: Texas National Title

Escrow Agent: Stacie Barnes

Phone: (512) 337-0300

E-mail: Stacie.barnes@TexasNationalTitle.com

Address: 305 Denali Pass Drive,
Suite A
Cedar Park, Texas 78613
Fax: (512) 853-5810

Purchase Price:

\$ 67,500.00

County for Performance: Travis County, Texas

A. Closing Documents

A.1. At Closing, Seller will deliver the following items:

Electric Utility Easement in the same form and substance as the attached Exhibit "B".

A.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

The documents listed in this section A are collectively known as the "Closing Documents."

B. Exhibits

The following are attached to and are made a part of this contract:

Exhibit A –Easement Property Description

Exhibit B – Electric Utility Easement

C. Purchase and Sale of Property Interests

Purchase and Sale Agreement. Seller agrees to sell and convey the Property Interests to Buyer, and Buyer agrees to buy and pay Seller for the Property Interests. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

D. Closing

D.1. Closing. This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

D.1.a. Closing Documents; Title Company Documents. The parties will execute and deliver the Closing Documents and any documents required by Title Company.

D.1.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company.

D.1.c. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the easement and the other Closing Documents as directed, and distribute documents and copies in accordance with the parties' written instructions.

D.1.d. Possession. Seller will deliver possession of the Property Interests to Buyer, subject to the Permitted Title Exceptions existing at Closing.

D.2. Transaction Costs

D.2.a. Buyer's Costs. Buyer will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the easement; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections required to be cured by Buyer and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments

described in paragraph A; any other costs expressly required to be paid by Buyer in this contract, including Buyer's attorney's fees and expenses.

D.2.b. Seller's Costs. Seller will pay any costs expressly required to be paid by Seller in this contract, including Seller's attorney's fees and expenses.

D.3. Brokers' Commissions. No Broker's commissions or fees will be paid as a part of this transaction and Closing.

D.4. Issuance of Title Policy. Buyer will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

E. Default and Remedies

E.1. Specific Performance. Buyer may demand specific performance of this contract.

E.2. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

E.3. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

E.4. Buyer's Default; Remedies. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer.

E.5. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

F. Miscellaneous Provisions

F.1. Notices. Any notice required by or permitted under this contract must be in writing.

F.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to

Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

F.3. Amendment. This contract may be amended only by a signed, written agreement.

F.4. Assignment. Buyer may assign this contract and Buyer's rights under it.

F.5. Conflicts. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control. The representations made by the parties as of Closing survive Closing.

F.6. Choice of Law; Venue. This contract is to be construed under the laws of the State of Texas. Venue is in the county for performance.

F.7. Waiver of Default. Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.

F.8. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

F.9. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

F.10. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

F.11. Binding Effect. This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER: **Davidass Mahendru and Swaran Mahendru**

Davidass Mahendru
By: Davidass Mahendru

09/19/2020
Date:

Swaran Mahendru
By: Swaran Mahendru

09/19/2020
Date:

BUYER: **City of Round Rock, a Texas home rule city**

By:

Title:

Date:

Agreed to and Acknowledged by the Brushy Creek Regional Utility Authority (BCRUA)

DocuSigned by:

55B460DB1D5C4A0...
By: Karen Bondy, General Manager

Date:

Title Company acknowledges receipt of a copy of this contract executed by both Buyer and Seller.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "B"

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

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§

§

KNOW ALL MEN BY THESE PRESENTS:

That _____, for and in consideration of TEN DOLLARS (\$10.00) in hand paid by the City of Round Rock, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto CITY OF ROUND ROCK, TEXAS ("Grantee") an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Travis County, Texas, to-wit:

All of that certain _____ acre (_____ square foot) tract in the _____ Survey, Abstract No. _____, _____ County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel _____**)

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantee will restore and also, as reasonably necessary, level and re-grade the surface disturbed by Grantee's use of the Easements at the time of initial construction and at all times of additional construction thereafter, as closely as possible to the condition which existed immediately prior to entry for such work.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished. This easement may be assigned by Grantee.

Subject to the provisions herein, Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made by Grantor and accepted by the City subject to the following:

- a) visible and apparent easements not appearing of record;
- b) 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
- c) easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the Property and are presently of record in the Official Public Records of the county in which the Property is located, but only to the extent that said items are still valid and in force and effect at this time.

WITNESS my hand this _____ day of _____, 20_____.

GRANTOR:

(Printed Corporate or Business Name)

By: _____

Its: _____

(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____.

Notary Public in and for
The State of Texas

GRANTEE:

(Printed Corporate or Business Name)

By: _____

Its: _____

(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 20____.

Notary Public in and for
The State of Texas

Please Return to:

Cobb, Fendley & Associates, Inc. / Right of Way Department
505 E. Huntland Drive, Suite 100
Austin, TX 78752

DRAFT

BCRUA 086
DAVIDASS MAHENDRU AND SWARAN MAHENDRU

EXHIBIT "A"



**20 FOOT WIDE (0.288 ACRE)
 ELECTRIC EASEMENT
 LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840
 TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 20 FOOT WIDE (0.288 ACRE) STRIP OF LAND LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 22.651 ACRE TRACT REFERENCED IN A DEED TO DAVIDASS MAHENDRU AND SWARAN MAHENDRU, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2006018071 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN JESSIE LEA PICKLE, KENNETH RAY SCHAEFER AND GRACE ANN SCHAEFER, AND ROBERT INGRAM RECORDED UNDER T.C.C.D. 2006018070 OF THE O.P.R.T.C.T. SAID 0.288 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH CAP STAMPED "WATSON SURVEYING" IN THE SOUTHWEST MARGIN OF NAMELESS ROAD, AT THE NORTH CORNER OF SAID 22.651 ACRE TRACT AND THE EAST CORNER OF A CALLED 11.528 ACRE TRACT DESCRIBED IN A DEED TO OUR LADY QUEEN OF PEACE HOUSE OF PRAYER, OF RECORD IN T.C.C.D. 2011162332 OF THE O.P.R.T.C.T., FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE S 46°11'03" E – 188.78' WITH THE SOUTHWEST MARGIN OF NAMELESS ROAD, ALONG THE NORTHEAST LINE OF SAID 22.651 ACRE TRACT, TO A 1/2" IRON PIPE FOUND AT AN ANGLE POINT IN THE NORTHEAST LINE OF SAID 22.651 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT,

THENCE S 60°04'51" E – 206.73' WITH THE SOUTHWEST MARGIN OF NAMELESS ROAD, ALONG THE NORTHEAST LINE OF SAID 22.651 ACRE TRACT, TO A CONCRETE MONUMENT FOUND (BROKEN) AT THE EAST CORNER OF SAID 22.651 ACRE TRACT, AT THE INTERSECTION OF SAID SOUTHWEST MARGIN OF NAMELESS ROAD AND WEST RIGHT-OF-WAY LINE OF RANCH TO MARKET HIGHWAY 1431, FOR THE EAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE AN ARC LENGTH OF 179.60', WITH THE SOUTHEAST LINE OF SAID 22.651 ACRE TRACT, ALONG THE NORTHWEST LINE OF RANCH TO MARKET HIGHWAY 1431, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.03', A CENTRAL ANGLE OF 06°05'59", AND A CHORD WHICH BEARS S 17°49'28" W – 179.52' TO A POINT, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A CONCRETE MONUMENT FOUND AT THE END OF A CURVE TO THE LEFT BEARS AN ARC LENGTH OF 205.00', HAVING A RADIUS OF 1687.03', WITH A CENTRAL ANGLE OF 06°57'45" AND A CHORD BEARING OF S 11°17'37" W – 204.88';

THENCE THROUGH THE INTERIOR OF SAID 22.651 ACRE TRACT THE FOLLOWING ELEVEN (11) CALLS:

- 1) **N 75°59'39" W – 20.00' TO A POINT FOR CORNER,**
- 2) **AN ARC LENGTH OF 46.12', WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1707.03', CENTRAL ANGLE OF 01°32'52" AND A CHORD WHICH BEARS N 15°32'23" E – 46.11' TO A POINT FOR AN ELL CORNER,**
- 3) **N 50°57'48" W – 37.92' TO A POINT FOR AN ELL CORNER,**
- 4) **N 39°02'12" E – 20.00' TO A POINT FOR AN ELL CORNER,**
- 5) **S 50°57'48" E – 29.69' TO A POINT FOR AN ELL CORNER,**
- 6) **AN ARC LENGTH OF 97.18', WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1707.03', CENTRAL ANGLE OF 03°15'42" AND A CHORD WHICH BEARS N 18°40'13" E – 97.16' TO A POINT FOR ELL CORNER,**

- 7) **N 60°04'51" W – 191.86'** TO A POINT FOR AN ELL CORNER,
- 8) **S 37°16'38" W – 33.10'** TO A POINT FOR AN ELL CORNER,
- 9) **N 52°43'22" W – 20.00'** TO A POINT FOR AN ELL CORNER,
- 10) **N 37°16'38" E – 35.32'** TO A POINT FOR AN ELL CORNER,
- 11) **N 46°11'03" W – 165.24'** TO A POINT IN THE NORTHWEST LINE OF SAID 22.651 ACRE TRACT, FOR THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE WEST CORNER OF SAID 22.651 ACRE TRACT BEARS **S 26°40'01" W – 1639.15'**

THENCE N 26°40'01" E – 20.93' WITH THE NORTHWEST LINE OF SAID 22.651 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.288 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

SURVEYED: JULY 31, 2017
RELEASED: DECEMBER 13, 2017

Warren L. Simpson

WARREN L. SIMPSON, R.P.L.S. 4122
PROJ NO. 3-00619
PLAT NO. A1-1352
FIELD NOTE NO. 086
MAP CHECKED: 11/22/2017-JBM



BCRUA 086

DAVIDASS MAHENDRU AND SWARAN MAHENDRU

EXHIBIT

OF A 20 FOOT WIDE (0.288 ACRE) ELECTRIC EASEMENT LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 22.651 ACRE TRACT REFERENCED IN A DEED TO DAVIDASS MAHENDRU AND SWARAN MAHENDRU, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2006018071 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN JESSIE LEA PICKLE, KENNETH RAY SCHAEFER AND GRACE ANN SCHAEFER, AND ROBERT INGRAM UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2006018070 OF THE OFFICIAL PUBLIC RECORD TRAVIS COUNTY, TEXAS.

SURVEYOR'S NOTES:

SURVEYED: JULY 31, 2017

RELEASE DATE: DECEMBER 13, 2017

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

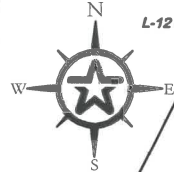
20 FOOT WIDE (0.288 ACRE) ELECTRIC EASEMENT LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

OUR LADY QUEEN OF PEACE HOUSE OF PRAYER
CALLED 11.528 ACRES
T.C.C.D. 2011162332
O.P.R.T.C.T.

1/2" IRON ROD FOUND
WITH CAP STAMPED
"WATSON SURVEYING"



FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10158144.43' E:3058710.77'

LEGEND

- = IRON ROD FOUND WITH CAP STAMPED "CS LTD" (UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
- = EASEMENT AREA
- ⚡ = POWER POLE
- ⚡ = GUY WIRE
- ⚡ = LIGHT POLE
- ⚡ = TELEPHONE RISER

| LINE TABLE | | |
|------------|-----------------|---------|
| LINE | DIRECTION | LENGTH |
| L-1 | S 46° 11' 03" E | 188.78' |
| L-2 | S 60° 04' 51" E | 206.73' |
| L-3 | N 75° 59' 39" W | 20.00' |
| L-4 | N 50° 57' 48" W | 37.92' |
| L-5 | N 39° 02' 12" E | 20.00' |
| L-6 | S 50° 57' 48" E | 29.68' |
| L-7 | N 60° 04' 51" W | 191.86' |
| L-8 | S 37° 16' 38" W | 33.10' |
| L-9 | N 52° 43' 22" W | 20.00' |
| L-10 | N 37° 16' 38" E | 35.32' |
| L-11 | N 46° 11' 03" W | 165.24' |
| L-12 | N 26° 40' 01" E | 20.93' |

JOSE ANTONIO YBARBO SURVEY
ABSTRACT 840
TRAVIS COUNTY, TEXAS

J.A. BOY SURVEY
ABSTRACT 2582
TRAVIS COUNTY, TEXAS

| CURVE TABLE | | | | |
|-------------|---------|----------|----------|---------------------------|
| CURVE | LENGTH | RADIUS | DELTA | CHORD |
| C-1 | 179.60' | 1687.03' | 6°05'59" | S 17° 49' 28" W - 179.52' |
| C-2 | 46.12' | 1707.03' | 1°32'52" | N 15° 32' 23" E - 46.11' |
| C-3 | 97.18' | 1707.03' | 3°15'42" | N 18° 40' 13" E - 97.16' |
| C-4 | 205.00' | 1687.03' | 6°57'45" | S 11° 17' 37" W - 204.88' |

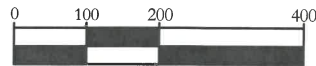
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WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com



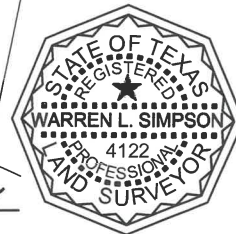
Walker Partners
engineers ★ surveyors

600 Austin Avenue, Suite 20 • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500



GRAPHIC SCALE IN FEET

PLAT NO. A1-1352 PROJ. NO. 3-00619 DRAFTED 11/22/17
TAB NA F/N NO. 086 FB/PG 3-3/34 DRAWN BY TFG/JBM
DWG. NAME 3-00619ESMT-PARCEL MAP CHK'D 11/15/17
086 - MAHENDRU.DWG



G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 086 - MAHENDRU.DWG, 8.5X14-NO CERT, 12/13/2017 12:13:43 PM, jmontemayor, 1:1