

EXHIBIT**"A"****POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES****STATE OF TEXAS**

§

Parcel No.: 25

COUNTY OF WILLIAMSON

§

Project: Gattis School Road (Ph. 3)

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between CITY OF ROUND ROCK, TEXAS ("Grantee"), and NATHAN LEISTICO and KENT LEISTICO (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing improvements to Gattis School Road and related utility adjustments (the "Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and all related appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Projects. This Possession and Use Agreement will extend to the Grantee, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee for the purpose of the Projects. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property only.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Grantee will tender to the Grantor the sum of SEVENTY-THREE THOUSAND EIGHT HUNDRED FIVE and 00/100 Dollars (\$73,805.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. Grantee will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 90% of the Grantee's initial appraised value, which assumes no adverse environmental conditions affecting the value of the Property. The approved appraisal value is the Grantee's determination of just compensation owed to the Grantor for the real property interest to be acquired by the Grantee in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the Grantee has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the Grantee, the Grantor will promptly refund the overpayment to the Grantee.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the Grantee, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 1920250-KFO effective September 25, 2020 by Independence Title/Title Resources Guaranty Company, and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the Grantee from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
6. This Agreement is made with the understanding that the Grantee will continue to proceed with acquisition or dedication of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the Grantee, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the Grantee until entry of judgment.
8. The purpose of this Agreement is to allow the Grantee to proceed with its Project without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and continue voluntary investigation and negotiation for the proposed Property acquisition. The Grantor expressly acknowledges that the proposed Project are for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface.

Nothing in this reservation will affect the title and rights of the Grantee to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the Grantee takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the Grantee in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the Grantee acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the Grantee will record this document.
14. Other conditions: N/A
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: None

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses without prior advance agreement between Grantor/Tenant and Grantee.

(18) (25)

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Grantee and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

Nathan H. Leistico

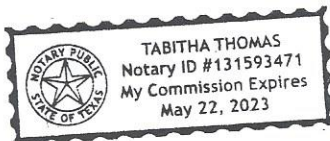
Nathan Leistico

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 9th day of march, 2021 by Nathan Leistico, in the capacity and for the purposes and consideration recited herein.



Tabitha Thomas

Notary Public, State of Texas

Printed Name: Tabitha Thomas

My Commission Expires: 05/22/2023

GRANTOR:

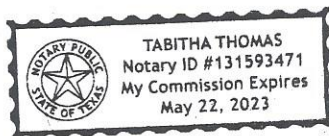
Kent Leistico
Kent Leistico

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Willamson

This instrument was acknowledged before me on this the 9th day of March, 2021 by Kent Leistico, in the capacity and for the purposes and consideration recited herein.



Tabitha Thomas
Notary Public, State of Texas
Printed Name: Tabitha Thomas
My Commission Expires: 05/22/2023

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2021 by
Craig Morgan, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires _____

EXHIBIT A

County: Williamson
Parcel: 25
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 25

DESCRIPTION OF A 0.114 ACRE (4,970 SQUARE FOOT) TRACT OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 2.00 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO NATHAN LEISTICO AND KENT LEISTICO RECORDED IN VOLUME 2074, PAGE 716 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.114 ACRE (4,970 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, 391.16 feet left of proposed Gattis School Road Baseline Station 81+51.73, being the northeasterly corner of said remainder of the 2.00 acre tract, same being the northwesterly corner of that called 2.00 acre tract of land described in Warranty Deed to Spiritual Assembly of Bahais of Round Rock, Inc. recorded in Document No. 9623250 of the Official Records of Williamson County, Texas;

THENCE, with the common boundary line of said remainder of the 2.00 acre tract and said 2.00 acre tract, S 02°43'14" E, for a distance of 312.83 feet to an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10154573.15, E=3143302.04 TxSPC Zone 4203), 78.68 feet left of proposed Gattis School Road Baseline Station 81+65.05 in the proposed northerly Right-of-Way (ROW) line (ROW width varies) of said Gattis School Road, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed northerly ROW line, continuing with said common boundary line, S 02°43'14" E, for a distance of 25.80 feet to a 1/2" iron rod found, being an ell corner in the existing northerly ROW line of said Gattis School Road (ROW width varies), same being the southeasterly corner of said remainder of the 2.00 acre tract, for the southeasterly corner of the herein described tract, and from which, a 5/8" iron rod found, being the southwesterly corner of said 2.00 acre tract, same being an ell corner in said existing northerly ROW line of said Gattis School Road bears, with the common line of said 2.00 acre tract and said existing ROW line, S 02°30'09" E, at a distance of 28.91 feet;

THENCE, departing said 2.00 acre tract, with, in part, said existing northerly ROW line of Gattis School Road and, in part, the existing easterly ROW line of Double Creek Drive (ROW width varies), the following three (3) courses:

- 2) S 88°04'10" W, for a distance of 158.80 feet to an iron rod with plastic cap (unknown) found, for the point of beginning of a non-tangent curve to the right;
- 3) Along said non-tangent curve to the right transitioning from said existing northerly ROW line of Gattis School Road to said existing easterly ROW line of Double Creek Drive, having a delta angle of 90°09'44", a radius of 30.00 feet, an arc length of 47.21 feet and a chord which bears N 46°47'32" W, for a distance of 42.49 feet to a calculated point of non-tangency;
- 4) N 02°01'02" W, for a distance of 20.55 feet to an iron rod with aluminum cap stamped "ROW 4933" set 102.02 feet left of proposed Gattis School Road Baseline Station 79+79.47, being said proposed northerly ROW line of Gattis School Road, for the northwesterly corner of the herein described tract;

THENCE, departing said existing easterly ROW line of Double Creek Drive, with said proposed northerly ROW line, through the interior of said remainder of the 2.00 acre tract, the following two (2) courses:

- 5) S 46°58'31" E, for a distance of 35.38 feet to an iron rod with aluminum cap stamped "ROW 4933" set 77.00 feet left of proposed Gattis School Road Baseline Station 80+04.49, for an angle point;
- 6) N 88°01'29" E, for a distance of 163.40 feet to the POINT OF BEGINNING, containing 0.114 acre (4,970 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.

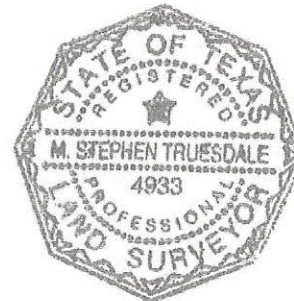
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

22 APR 2020

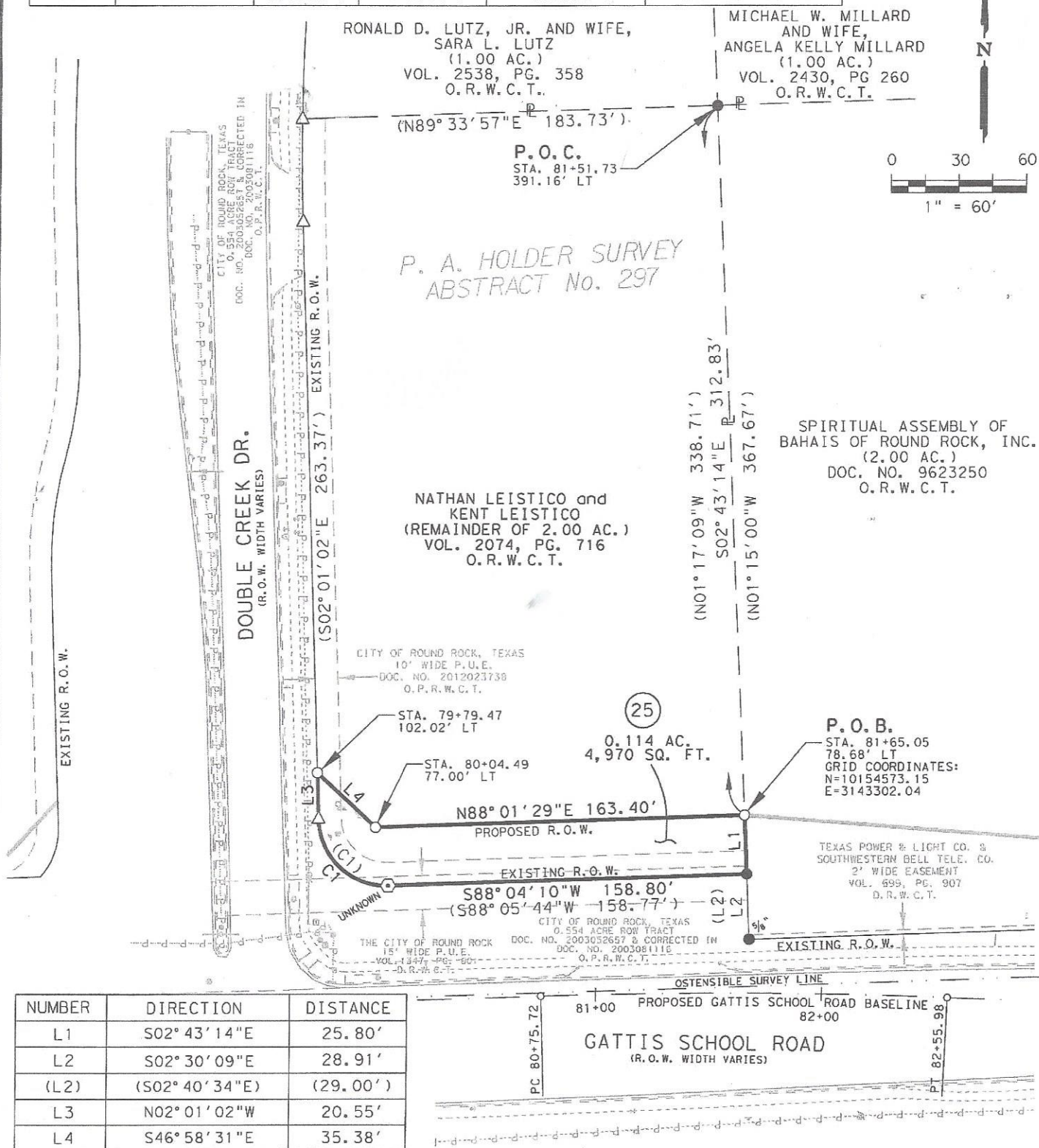
Date

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



PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	90° 09' 44"	30.00'	47.21'	42.49'	N46° 47' 32"W
(C1)	(89° 52' 29")	(30.00')	(47.06')	(42.38')	(N46° 57' 39"W)



INLAND U
GEODETICS

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

PARCEL PLAT SHOWING PROPERTY OF
**NATHAN LEISTICO AND
KENT LEISTICO**

PARCEL 25

SCALE
1" = 60'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

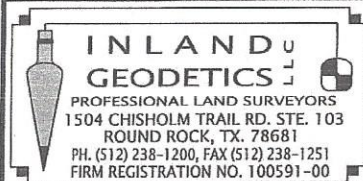
PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/05/19
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 OF NO. 1920250-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 30, 2019, ISSUE DATE JUNE 10, 2019.

1. RESTRICTIVE COVENANTS: VOLUME 674, PAGE 33, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10A. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 420, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS LOCATION CAN NOT BE LOCATED.
- B. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 451, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- C. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 299, PAGE 455, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- D. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 304, PAGE 573, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- E. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 308, PAGE 31, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- F. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 325, PAGE 621, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, NO RECORD OF DEED FOUND.
- G. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 337, PAGE 364, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS LOCATION CAN NOT BE LOCATED.
- H. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 377, PAGE 240, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 377, PAGE 242, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 419, PAGE 248, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- K. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 524, PAGE 124, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 544, PAGE 749, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 558, PAGE 90, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.
- N. ACCESS EASEMENT RECORDED IN VOLUME 583, PAGE 478, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 699, PAGE 903, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- P. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 699, PAGE 907, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.
- Q. WATER/SEWER/PUBLIC UTILITIES EASEMENT GRANTED TO CITY OF ROUND ROCK, TEXAS RECORDED IN VOLUME 1347, PAGE 601, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- R. PUBLIC UTILITIES EASEMENT GRANTED TO CITY OF ROUND ROCK, TEXAS, RECORDED IN DOCUMENT NO. 2012023738, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.



PARCEL PLAT SHOWING PROPERTY OF
**NATHAN LEISTICO AND
KENT LEISTICO**

PARCEL 25

SCALE
1" = 60'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

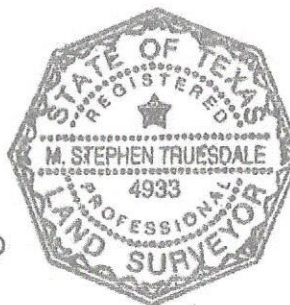
03/05/19
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LEGEND

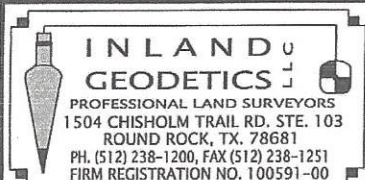
- 1/2" IRON ROD FOUND, UNLESS NOTED
- ⊙ IRON SET W/ PLASTIC CAP
STAMPED "INLAND-4933"
- ⊕ IRON ROD FOUND W/PLASTIC
CAP, AS NOTED
- ⊛ COTTON GIN SPINDLE FOUND
- ⊙ 1/2" IRON PIPE FOUND, UNLESS NOTED
- X X CUT FOUND
- ⊗ MAG NAIL FOUND
- ▲ 60/D NAIL FOUND
- △ MAG NAIL SET
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP
STAMPED "ROW-4933" SET
(UNLESS NOTED OTHERWISE)
- ⊕ CENTER LINE
- ⊕ 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

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 22 Apr 2020
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.114	4,970
CALC./DEED AREA	1.446	63,000
REMAINDER AREA	1.332	58,030



PARCEL PLAT SHOWING PROPERTY OF
**NATHAN LEISTICO AND
KENT LEISTICO**

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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PARCEL 25