

REAL ESTATE CONTRACT
North Mays Right of Way—Parcel 4

THIS REAL ESTATE CONTRACT ("Contract") is made by BRIAN T. DEE and TRINA D. DEE (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, 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 1.418 acre (61,767 Sq. Ft.) tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; 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 situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE CONSIDERATION

2.01. As consideration for the Property, any improvements on the Property, and any damage to or cost of cure for the remaining property of Seller, Purchaser shall cause the following described tract of land to be conveyed to Seller:

All of that certain 0.406 acre tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein **(Parcel 4-EXCH)**;

together with all and singular the rights and appurtenances pertaining to the property, (all of such real property, rights, and appurtenances being referred to in this Contract as the "Exchange Property"), and any improvements situated on and attached to the Exchange Property described in Exhibit "B" not otherwise agreed herein to be retained by Purchaser, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

Additional Consideration and Special Provisions

2.02. As additional compensation for the acquisition of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense one (1) driveway connection of up to twenty-five (25) feet in width with twenty-five (25) foot radii, between the proposed North Mays roadway improvements and the remaining property of Seller and (ii) to assist in obtaining any final permitting confirmation from the City of Round Rock necessary for such driveway construction. The driveway permitted herein shall be located at approximately Station 35+00R of the proposed North Mays roadway improvements (as identified on Exhibit "C" attached hereto and incorporated herein). Seller shall be responsible for all costs of driveway design and construction, and for complying with all drainage culvert sizing regulations of Purchaser, City of Round Rock other applicable regulatory jurisdiction prior to beginning construction of the driveway, and construction shall otherwise comply with any design specifications required by any applicable City of Round Rock code requirements or development rules.

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

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 current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

Representations and Warranties of Purchaser

Purchaser hereby represents and warrants to Seller 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 current actual knowledge:

- (1) There are no parties in possession of any portion of the Exchange Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Seller;
- (2) Purchaser has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Exchange Property, or any part thereof;

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 15, 2018, 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 to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed for the Property shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price or other amount requested by Purchaser, insuring Purchaser's contracted 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".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(1) Deliver to Seller a duly executed and acknowledged Deed conveying good and indefeasible title to Seller in fee simple to all of the Exchange Property described in Exhibit "B", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed for the Exchange Property shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property and Exchange 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 Williamson County, Texas which date is indicated beneath the County Judge'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:

Brian T. Dee
Brian T. Dee

Date: 4/24/18

Address: P.O. Box 186

Thorndale Tx 76577

Trina D. Dee
Trina D. Dee

Date: 4/24/18

Address: P.O. Box 186

Thorndale Tx 76577

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel : 4
Highway: N. Mays Extension

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 1.418 ACRE (61,767 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 26.864 ACRE TRACT OF LAND CONVEYED TO BRIAN T. & TRINA D. DEE BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008040866 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.418 ACRE (61,767 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic cap stamped "DIAMOND SURVEYING" found, being the southeasterly corner of that called 1.691 acre tract of land conveyed to Wheeler Coating Asphalt, Inc. by instrument recorded in Document No. 2000081595 of the Official Public Records of Williamson County, Texas, same being in the northerly boundary line of Lot 1, Tellabs Subdivision, a subdivision of record in Cabinet T, Slide 141-143 of the Plat Records of Williamson County, Texas, also being an ell corner in the southerly boundary line of said remainder of 26.864 acre tract and an ell corner in the proposed easterly Right-of-Way (ROW) line of North Mays Street (ROW width varies);

THENCE, with the common boundary line of said 1.691 acre tract and said remainder of 26.864 acre tract, same being said proposed easterly ROW line, the following two (2) courses;

N 12°22'48" W for a distance of 76.74 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 117.55 feet right of proposed North Mays Baseline Station 37+21.59 for an angle point;

N 11°03'20" W for a distance of 107.85 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" (Grid Coordinates determined as N=10171746.68, E=3128929.62 (TxSPC Zone 4203) set 69.30 feet right of proposed North Mays Baseline Station 38+18.64, being the northeasterly corner of said 1.691 acre tract, same being an angle point in said southerly boundary line of the remainder of 26.864 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said proposed easterly ROW line, continuing with the common boundary line of said 1.691 acre tract and said remainder of 26.864 acre tract, the following three (3) courses:

- 1) Along a non-tangent curve to the right, having a delta angle of 18°51'08", a radius of 200.00 feet, an arc length of 65.81 feet and a chord which bears N 85°50'21" W for a distance of 65.51 feet to a calculated point of tangency;
- 2) N 76°24'49" W for a distance of 41.93 feet to a calculated point of curvature to the left;
- 3) Along said curve to the left, having a delta angle of 21°10'28", a radius of 300.00 feet, an arc length of 110.87 feet and a chord which bears N 87°00'04" W for a distance of 110.24 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 144.45 feet left of proposed North Mays Baseline Station 37+80.39, being in the proposed westerly ROW line of North Mays Street, for the southwesterly corner of the herein described tract and from which a 1/2" iron rod found, being a point of tangency in said common boundary line bears on the extension of said curve, having a delta angle of 04°15'20", a radius of 300.00 feet, an arc length of 22.28 feet and a chord which bears S 80°17'02" W at a distance of 22.28 feet;

THENCE, departing said 1.691 acre tract, through the interior of said remainder of 26.864 acre tract, with said proposed westerly ROW line, the following two (2) courses:

- 4) N 07°18'36" E for a distance of 3.28 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 144.92 feet left of proposed North Mays Baseline Station 37+83.64;

- 5) N 05°53'19" W for a distance of 48.01 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 162.45 feet left of proposed North Mays Baseline Station 38+28.33 in the northerly boundary line of said remainder of 26.864 acre tract, same being in the southerly boundary line of Lot 2-A, Resubdivision of Lot 1, Block A, MKM Addition, a subdivision of record in Cabinet P, Slide 232-234 of the Plat Records of Williamson County, Texas, for an angle point of the herein described tract;

THENCE, with the common boundary line of said Lot 2-A, said remainder of 26.864 acre tract, and said proposed westerly ROW line, the following two (2) courses:

- 6) N 78°09'17" E for a distance of 67.82 feet to a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found 102.22 feet left of proposed North Mays Baseline Station 38+59.52, being an angle point in said westerly boundary line of the remainder of 26.864 acre tract, same being the southeasterly corner of said Lot 2-A, for an angle point;
- 7) N 18°44'18" E for a distance of 158.05 feet to a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found 93.38 feet left of proposed North Mays Baseline Station 40+17.32, being in the southwesterly boundary line of that called 0.0367 acre tract of land conveyed to the City of Round Rock, Texas by instrument recorded in Volume 548, Page 227 of the Deed Records of Williamson County, Texas, for an angle point, and from which a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found, being the westerly corner of said 0.0367 acre tract, same being an angle point in said Lot 2-A bears N 54°32'33" W at a distance of 13.53 feet;

THENCE, departing said Lot 2-A, with the common boundary line of said 0.0367 acre tract and said remainder of 26.864 acre tract, and continuing with said proposed westerly ROW line, the following three (3) courses:

- 8) S 54°32'33" E for a distance of 26.47 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 68.49 feet left of proposed North Mays Baseline Station 40+08.29, being the southerly corner of said 0.0367 acre tract, for an ell corner of the herein described tract;
- 9) N 35°27'27" E for a distance of 40.00 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 54.85 feet left of proposed North Mays Baseline Station 40+45.91, being the easterly corner of said 0.0367 acre tract, for an ell corner of the herein described tract;
- 10) N 54°32'33" W for a distance of 40.00 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 92.46 feet left of proposed North Mays Baseline Station 40+59.53, for the northerly corner of said 0.0367 acre tract, same being the common boundary corner of said Lot 2-A and Lot 2, The Ridge At Round Rock Replat, a subdivision of record in Cabinet R, Slide 101 of the Plat Records of Williamson County, Texas, for an angle point;
- 11) THENCE, departing said 0.0367 acre tract and said Lot 2-A, with the common boundary line of said Lot 2 and said remainder of 26.864 acre tract, same being said proposed westerly ROW line, N 18°39'46" E, at a distance of 48.30 feet pass a 1/2" iron rod with aluminum cap stamped "Ref/Witness" set 89.82 feet left of proposed North Mays Baseline Station 41+07.76, and continuing for a total distance of 98.30 feet to a calculated point in the channel of Chandler Creek, 87.09 feet left of proposed North Mays Baseline Station 41+57.68, being the northwesterly corner of said remainder of 26.864 acre tract, same being an angle point in the easterly boundary line of said Lot 2, also being in the southerly boundary line of Lot 1, Block "A", Cypress Addition, a subdivision of record in Cabinet N, Slide 266-268 of the Plat Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE, departing said Lot 2, with the common boundary line of said Lot 1, and said remainder of 26.864 acre tract, same being said channel of Chandler Creek and said proposed westerly ROW line, the following two (2) courses:

- 12) S 65°40'32" E for a distance of 6.52 feet to a calculated point, 80.64 feet left of proposed North Mays Baseline Station 41+56.68, for an angle point;
- 13) N 75°43'18" E for a distance of 18.03 feet to a calculated angle point, 65.00 feet left of proposed North Mays Baseline Station 41+65.64, and from which a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found, being the most westerly "Witness" for the described channel of said Chandler Branch depicted on said Cypress Addition, bears N 70°31'37" W at a distance of 134.86 feet;

THENCE, departing said proposed westerly ROW line, continuing with the common boundary line of said Lot 1, and said remainder of 26.864 acre tract, continuing with said channel of Chandler Creek, the following two (2) courses:

- 14) N 75°43'18" E for a distance of 100.87 feet to a calculated angle point;
- 15) S 65°15'12" E for a distance of 37.96 feet to a calculated angle point in the proposed easterly ROW line of North Mays Street, 60.00 feet right of proposed North Mays Baseline Station 42+09.71, for the northeasterly corner of the herein described tract, and from which a 1/2" iron rod found disturbed, being the "Witness" for the described channel of said Chandler Branch depicted on said Cypress Addition, bears S 60°04'07" E at a distance of 75.25 feet;

THENCE, departing said Lot 1, same being said channel of Chandler Creek, through the interior of said remainder of 26.864 acre tract, with said proposed easterly ROW line, the following two (2) courses:

- 16) S 15°31'49" W, at a distance of 50.00 feet pass a 1/2" iron rod with aluminum cap stamped "Ref/Witness" set 60.00 feet right of proposed North Mays Baseline Station 41+59.71, and continuing for a total distance of 372.49 feet to a 1/2" iron rod with aluminum cap stamped "ROW - 5050" set 60.00 feet right of proposed North Mays Baseline Station 38+37.22, for an angle point;
- 17) S 11°03'20" E for a distance of 20.77 feet to the POINT OF BEGINNING, containing 1.418 acres (61,767 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, Lawrence M. Russo, 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.

Lawrence M. Russo

 Lawrence M. Russo

01/28/2017

 Date

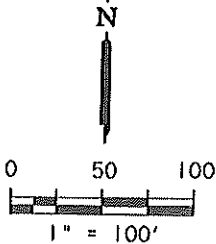
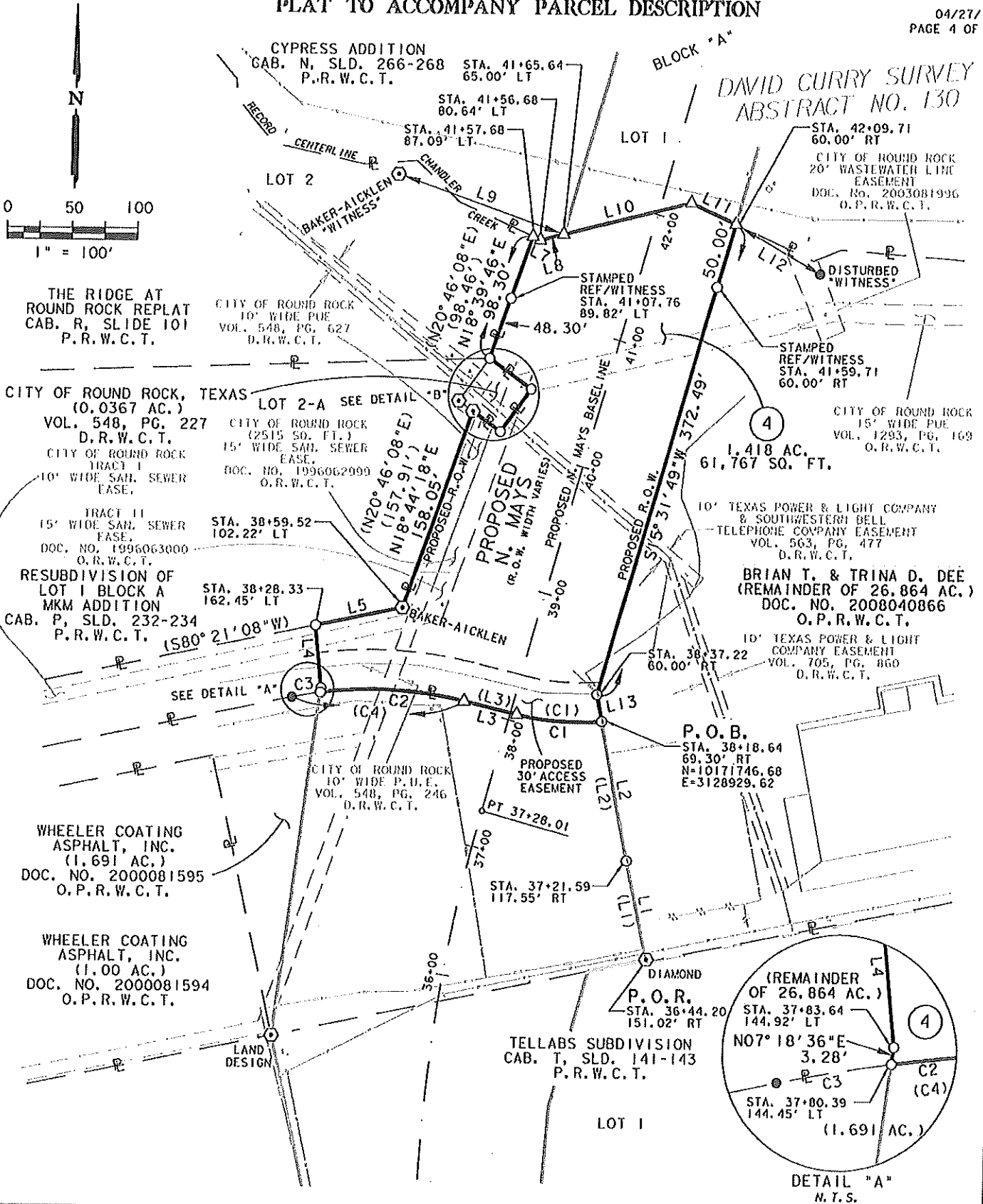
Registered Professional Land Surveyor No. 5050
 Inland Geodetics, LLC
 Firm Registration No: 100591-00
 1504 Chisholm Trail Road, Suite 103
 Round Rock, TX 78681



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/27/17
PAGE 4 OF 6



THE RIDGE AT
ROUND ROCK REPLAT
CAB. R, SLIDE 101
P. R. W. C. T.

CITY OF ROUND ROCK, TEXAS
(0.0367 AC.)
VOL. 548, PG. 227
D. R. W. C. T.
CITY OF ROUND ROCK
TRACT I
10' WIDE SAN. SEWER
EASE.

TRACT II
15' WIDE SAN. SEWER
EASE.
DOC. NO. 1996063000
O. R. W. C. T.

RESUBDIVISION OF
LOT 1 BLOCK A
MKM ADDITION
CAB. P, SLD. 232-234
P. R. W. C. T.

WHEELER COATING
ASPHALT, INC.
(1.691 AC.)
DOC. NO. 2000081595
O. P. R. W. C. T.

WHEELER COATING
ASPHALT, INC.
(1.00 AC.)
DOC. NO. 2000081594
O. P. R. W. C. T.

DAVID CURRY SURVEY
ABSTRACT NO. 130

STA. 42+09.71
60.00' RT
CITY OF ROUND ROCK
20' WASTEWATER LINE
EASEMENT
DOC. No. 2003081996
O. P. R. W. C. T.

STAMPED
REF/WITNESS
STA. 41+59.71
60.00' RT

CITY OF ROUND ROCK
15' WIDE PUE
VOL. 1293, PG. 169
O. R. W. C. T.

10' TEXAS POWER & LIGHT COMPANY
& SOUTHWESTERN BELL
- TELEPHONE COMPANY EASEMENT
VOL. 563, PG. 477
D. R. W. C. T.

BRIAN T. & TRINA D. DEE
(REMAINDER OF 26.864 AC.)
DOC. NO. 2008040866
O. P. R. W. C. T.

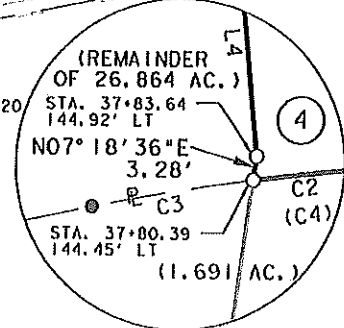
10' TEXAS POWER & LIGHT
COMPANY EASEMENT
VOL. 705, PG. 860
D. R. W. C. T.

P. O. B.
STA. 38+18.64
69.30' RT
N=10171746.68
E=3128929.62

PROPOSED
30' ACCESS
EASEMENT

CITY OF ROUND ROCK
10' WIDE P. U. E.
VOL. 548, PG. 246
D. R. W. C. T.

TELLABS SUBDIVISION
CAB. T, SLD. 141-143
P. R. W. C. T.



DETAIL "A"
N. T. S.

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

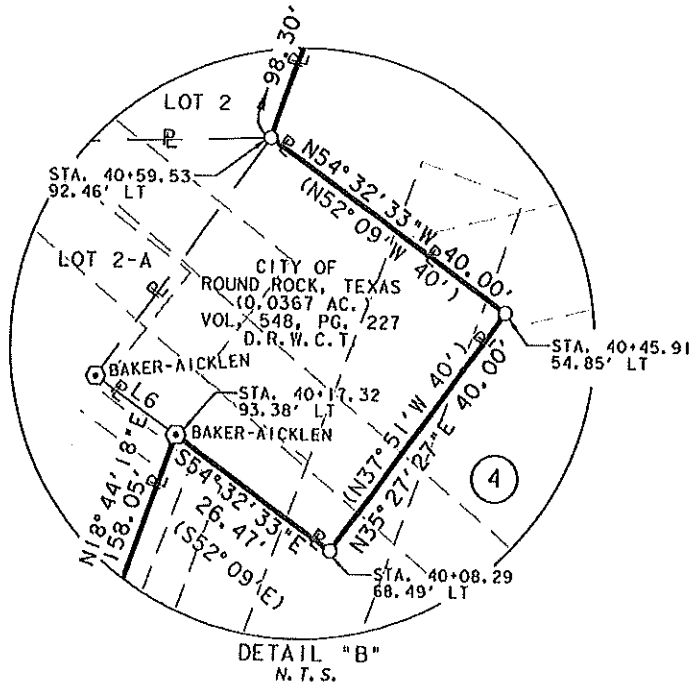
PARCEL PLAT SHOWING PROPERTY OF
BRIAN T. & TRINA D. DEE

SCALE 1" = 100'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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PARCEL 4

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	18° 51' 08"	200.00'	65.81'	65.51'	N85° 50' 21" W
(C1)	(18° 51' 03")	(200.00')	(65.80')	(65.51')	(S83° 26' 56"E)
C2	21° 10' 28"	300.00'	110.87'	110.24'	N87° 00' 04" W
C3	04° 15' 20"	300.00'	22.28'	22.28'	S80° 17' 02" W
(C4)	(25° 25' 50")	(300.00')	(133.15')	(132.06')	(S86° 44' 19"E)



NUMBER	DIRECTION	DISTANCE
L1	N12° 22' 48" W	76.74'
(L1)	(N09° 59' 56" W)	(76.61')
L2	N11° 03' 20" W	107.85'
(L2)	(N08° 39' 55" W)	(107.85')
L3	N76° 24' 49" W	41.93'
(L3)	(S74° 01' 24" E)	(41.93')
L4	N05° 53' 19" W	48.01'
L5	N78° 09' 17" E	67.82'
L6	N54° 32' 33" W	13.53'
L7	S65° 40' 32" E	6.52'
L8	N75° 43' 18" E	18.03'
L9	N70° 31' 37" W	134.86'
L10	N75° 43' 18" E	100.87'
L11	S65° 15' 12" E	37.96'
L12	S60° 04' 07" E	75.25'
L13	S11° 03' 20" E	20.77'

**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
BRIAN T. & TRINA D. DEE

SCALE 1" = 100'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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PARCEL 4

LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	☒	CENTER LINE
✱	FENCE CORNER POST FOUND	ℙ	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊕	COTTON GIN SPINDLE FOUND	∇	DENOTES COMMON OWNERSHIP
⊗	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-5050" SET (UNLESS NOTED OTHERWISE)	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

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. 17-293985-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 1, 2017, ISSUE DATE MARCH 7, 2017.

- 10G. WATER FLOWAGE, IMPOUNDMENT, AND INUNDATION EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 423, DEED OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- H. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 627, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- I. ELECTRIC DISTRIBUTION AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 563, PAGE 477, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- J. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK RECORDED IN VOLUME 704, PAGE 820 AS CORRECTED ON VOLUME 714, PAGE 416, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. ELECTRIC DISTRIBUTION AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 705, PAGE 860, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.
- L. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1293, PAGE 169, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- M. WATERLINE/WASTEWATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1438, PAGE 435, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 1996062999, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- O. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT. NO. 1996063000, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- P. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003081996, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT 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.



Lawrence M. Russo 04/28/2017 DATE:
 LAWRENCE M. RUSSO
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	1.418	61,767
CALC/DEED AREA	25.274	1,100,935
REMAINDER AREA	23.856	1,039,168



PARCEL PLAT SHOWING PROPERTY OF
BRIAN T. & TRINA D. DEE

SCALE 1" = 100'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
--------------------	------------------------------	----------------------

PARCEL 4

EXHIBIT B

County: Williamson
Parcel: City of Round Rock, Texas
Highway: N. Mays

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.406 ACRE (17,670 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 76.635 ACRE LOT 1, FINAL PLAT OF TELLABS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET T, SLIDE 141-143 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN SPECIAL WARRANTY DEED TO THE CITY OF ROUND ROCK, TEXAS AND RECORDED IN DOCUMENT NO. 2005096016 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.406 ACRE (17,670 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" capped iron rod stamped "DIAMOND" found, 151.02 feet right of proposed North Mays Baseline Station 36+44.19, (Grid Coordinates determined as N=10171565.88, E=3128966.74 (TxSPC Zone 4203), being the southeasterly corner of a 1.691 acre tract (Tract II) of land described in General Warranty Deed to Oldcastle Materials Texas, Inc. and recorded in Document No. 2017047439 of the Official Public Records of Williamson County, Texas, same being southwest corner of the remainder of that called 26.864 acre tract of land described in Warranty Deed with Vendor's Lien to Brian T. & Trina D. Dee and recorded in Document No. 2008040866 of the Official Public Records of Williamson County, Texas, also being the northerly boundary line of said Lot 1, for the **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said 1.691 acre tract, with the common boundary line of said Lot 1, and said 26.864 acre remainder tract, **N 78°12'07" E**, for a distance of 136.62 feet to a 1/2" iron rod with plastic cap stamped "INLAND-5050" set 274.80 feet right of proposed North Mays Baseline Station 37+14.03, for the northeasterly corner of the herein described tract;
- 2) **THENCE**, departing said 26.864 acre remainder tract, through the interior of said Lot 1, **S 42°34'33" W** for a distance of 315.22 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 94.13 feet right of proposed North Mays Baseline Station 34+09.16, being in the proposed easterly ROW line of said North Mays Street, for the southerly corner of the herein described tract;

THENCE, continuing through the interior of said Lot 1, with said proposed easterly ROW line, the following two (2) courses:

- 3) **N 04°05'17" E** for a distance of 91.77 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 95.57 feet right of proposed North Mays Baseline Station 35+08.47, for an angle point;
- 4) **N 15°31'49" E** for a distance of 107.33 feet to a 1/2" iron rod with aluminum cap stamped "ROW-5050" set 109.41 feet right of proposed North Mays Baseline Station 36+24.45, being in the common boundary line of said 1.691 acre tract and said Lot 1 and from which a 1/2" iron rod with plastic cap stamped "LANDDESIGN" found, 122.68 feet left of proposed North Mays Baseline Station 35+37.73 in the proposed westerly ROW line of North Mays Street, being the northwesterly corner of said Lot 1, same being an ell corner in the southerly boundary line of said 1.691 acre tract, same being the southeasterly corner of that 1.00 acre tract (Tract I) of land described in said General Warranty Deed to Oldcastle Materials Texas, Inc., also being the northeasterly corner of Lot 2, Resubdivision of Sparks Acres, a subdivision of record in Cabinet E, Slide 16 of the Plat Records of Williamson County, Texas bears **S 78°12'07" W** at a distance of 247.79 feet, for the northwesterly corner of the herein described tract;

- 5) **THENCE**, with the common boundary line of said 1.691 acre tract and said Lot 1, N 78°12'07" E for a distance of 45.21 feet to the **POINT OF BEGINNING**, containing 0.406 acres (17,670 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, Lawrence M. Russo, 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.

Lawrence M. Russo

01/26/2018
Date

Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "B"
 PLAT TO ACCOMPANY PARCEL DESCRIPTION

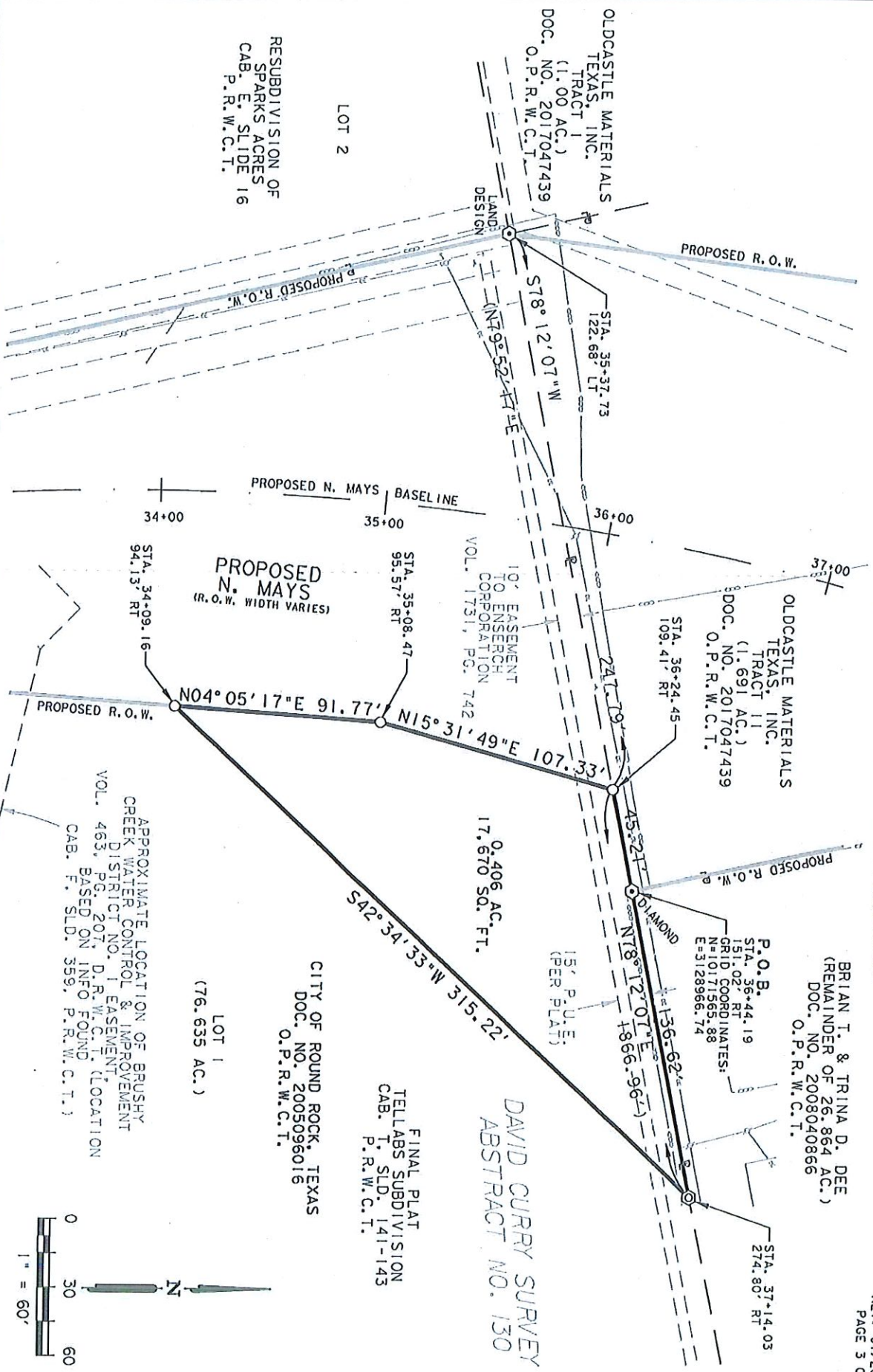
BRIAN T. & TRINA D. DEE
 (REMAINER OF 26.864 AC.)
 DOC. NO. 2008040866
 O.P.R.W.C.T.

OLDCASTLE MATERIALS
 TEXAS, INC.
 TRACT 11
 (1.691 AC.)
 DOC. NO. 2017047439
 O.P.R.W.C.T.

OLDCASTLE MATERIALS
 TEXAS, INC.
 TRACT 1
 (1.00 AC.)
 DOC. NO. 2017047439
 O.P.R.W.C.T.

RESUBDIVISION OF
 SPARKS ACRES
 CAB. E. SLIDE 16
 P.R.W.C.T.

LOT 2

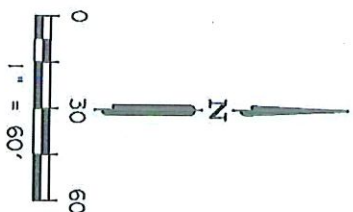


APPROXIMATE LOCATION OF BRUSHY
 CREEK WATER CONTROL & IMPROVEMENT
 DISTRICT NO. 1 EASEMENT
 VOL. 463, PG. 207, D.R.W.C.T. (LOCATION
 CAB. F. SLID. 359, P.R.W.C.T.)

DAVID CURRY SURVEY
 ABSTRACT NO. 130

CITY OF ROUND ROCK, TEXAS
 DOC. NO. 2005096016
 O.P.R.W.C.T.

LOT 1
 (76.635 AC.)



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

SCALE
 1" = 60'

PARCEL PLAT SHOWING PROPERTY OF
CITY OF ROUND ROCK, TEXAS

PROJECT
 N. MAYS EXTENSION

COUNTY
 WILLIAMSON

0.406 AC.
 17,670 SQ. FT.

S.V. JAWWAY'S EXT PARCELS PARCEL 2 CORR-TELLABS CORR-0.406 AC RE-097

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

EXHIBIT "B"

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	€	CENTER LINE
✦	FENCE CORNER POST FOUND	ℙ	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	()	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊙	1/2" IRON ROD SET W/PLASTIC CAP	N	DENOTES COMMON OWNERSHIP
⊙	STAMPED "INLAND-5050"	P.O.B.	POINT OF BEGINNING
⊙	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	N.T.S.	NOT TO SCALE
X	X CUT FOUND	D.R.W.C.T.	DEED RECORDS
▲	60/D NAIL FOUND	O.R.W.C.T.	OFFICIAL RECORDS
△	CALCULATED POINT	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	P.R.W.C.T.	PLAT RECORDS
	STAMPED "ROW-5050" SET		WILLIAMSON COUNTY, TEXAS
	(UNLESS NOTED OTHERWISE)		WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HERON.

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.

Lawrence M. Russo
 LAWRENCE M. RUSSO
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TX 78681
 DATE: *01/26/2018*



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

SCALE
 1" = 60'

PROJECT
 N. MAYS EXTENSION

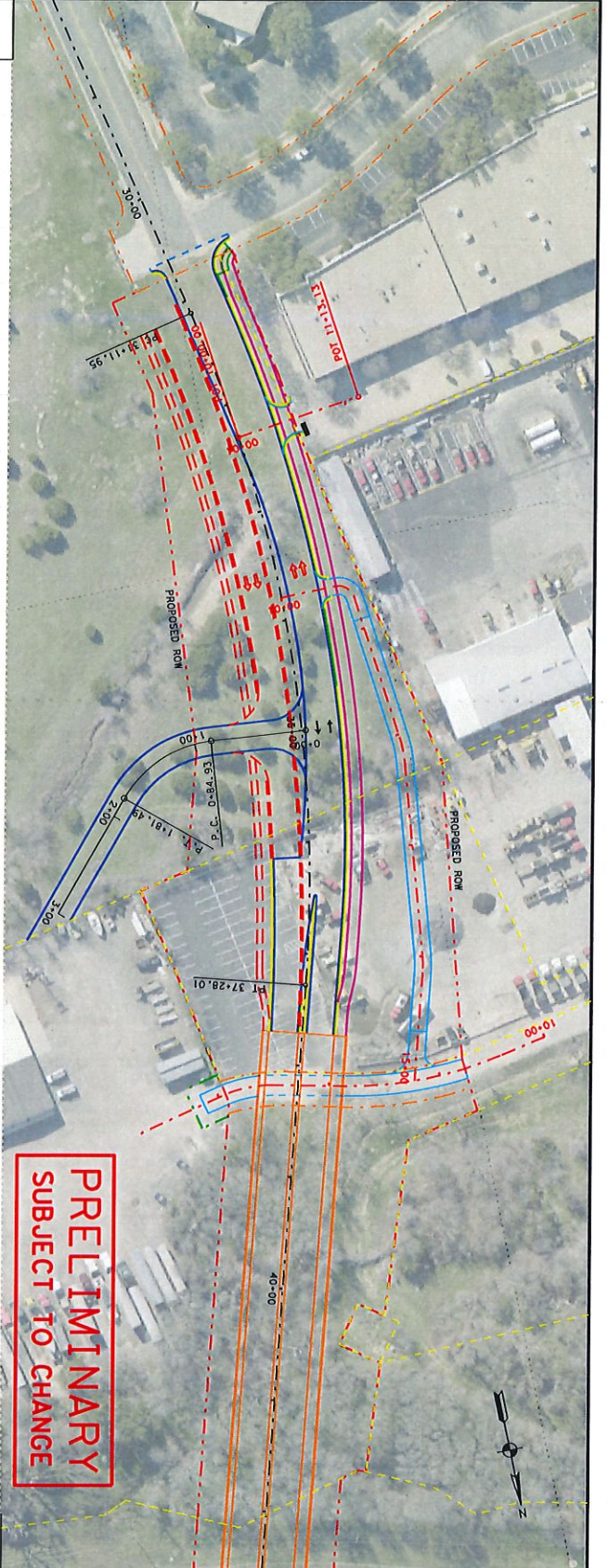
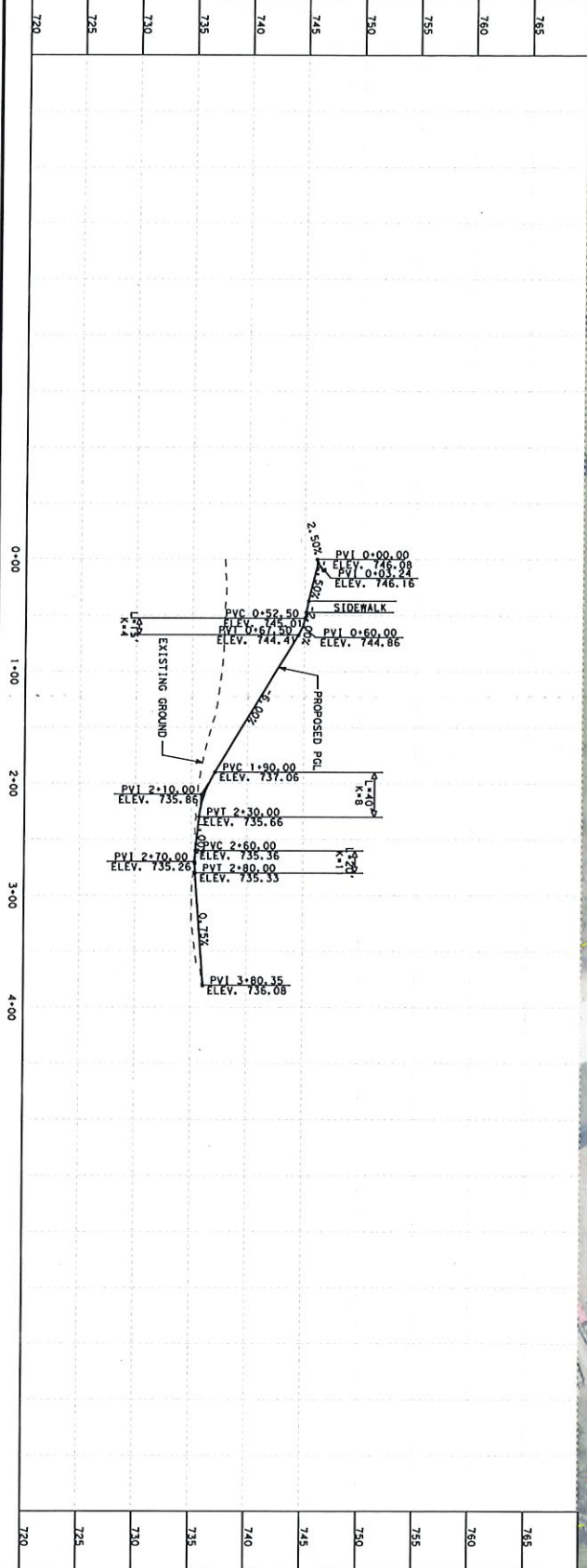
COUNTY
 WILLIAMSON

0.406 AC.
 17,670 SQ. FT.

EXHIBIT "C"

K:\kays\Parcel 4 Drivey-Exhibit.dwg

11/1/2017 8:23:32 AM rls/bs



**PRELIMINARY
SUBJECT TO CHANGE**

765	765	
760	760	
755	755	
750	750	
745	745	
740	740	
735	735	
730	730	
725	725	
720	720	



HNTB The HNTB Corporation
 International Headquarters
 100 North Main Street
 Suite 2000
 Denver, CO 80202
 Phone: 303.733.1000
 Fax: 303.733.1001
 www.hntb.com

**NORTH MAY'S
 EXTENSION
 PARCEL 4
 DRIVEWAY EXHIBIT**

EXHIBIT "D"

Parcel 4

DEED
North Mays Extension

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 MEN BY THESE PRESENTS:

That BRIAN T. DEE and TRINA D. DEE, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the receipt of conveyance of that certain tract of real property from Grantee and the covenants made by Williamson County, Texas regarding driveway permitting in favor of Grantor, both as set forth in that certain Real Estate Contract dated _____, by and between Grantor and Grantee for the Property, and other good and valuable consideration to Grantor in hand paid by Williamson County, 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 WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantee," 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 ("the Property"):

All of that certain 1.148 acre (approximately 61,767 Sq. Ft.) tract of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 4).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that **GRANTOR IS RETAINING AN EASEMENT** (the "Easement") across a portion of the Property which has been, and is presently, used as a driveway to access the property of Grantor, as depicted on the sketch which accompanies the property description in Exhibit "A", and further described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (the "Easement Property"), the specific terms of said easement to be as follows:

Grantor, its successors and assigns, hereby reserves a perpetual and non-exclusive thirty (30) foot wide vehicular and pedestrian access and right-of-way over, across and through the Easement Property, for the free, uninterrupted and continued use of the Easement Property as Grantor's driveway access to its remaining property which is not being conveyed herein. Said easement is to be used by the Grantor and its tenant, customers, employees, agents, contractors, licensees, and invitees for any and all uses reasonably necessary to facilitate the continued use of the Easement Property solely as an access driveway, as it currently exists.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual; provided, however, that said easement, rights and privileges shall cease and revert to Grantee in the event the said driveway is abandoned.

Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantor by the Easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement.

Grantee, its successors and assigns retain and reserves the right to enjoy the surface of such easement for access, maintenance, testing, inspection, repair and construction and reconstruction of any roadway facility improvements constructed on, over and above the Property, the Easement, and adjacent property of Grantee, its successors and assigns, and any subsequent additions or modifications to same within the Property.

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 Williamson County, Texas or the City of Round Rock, 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 Williamson County, 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 Williamson County, 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 _____, 2018.

GRANTOR:

Brian T. Dee

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2018, by Brian T. Dee, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

EXHIBIT "E"

DEED

North Mays Right of Way Exchange

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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: _____, 2018

Grantor: CITY OF ROUND ROCK, TEXAS

Grantor's Mailing Address (including county):

c/o City Manager
221 Main Street
Round Rock, Texas 78664
Williamson County

Grantee: BRIAN T. DEE and TRINA D. DEE

Grantee's Mailing Address (including county):

3103 N. IH-35, Suite 100
Round Rock, Texas 78664
P.O. Box 319
Williamson County

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration.

PROPERTY (including any improvements):

All of that certain property, title and interest in and to those certain tracts or parcels of land situated in Williamson County, Texas, said land being more particularly described in Exhibit "A" attached hereto and made a part hereof

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This transfer is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor. In addition, this transfer is subject to all matters of public record and to all validly existing and recorded easements, leases, agreements or licenses, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when claim is by, through, or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee take the Property with the express understanding and stipulation that there are not express or implied warranties except for limited warranties of title set forth in this deed.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

CITY OF ROUND ROCK, TEXAS

By: _____
Laurie Hadley, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on the ____ day of _____, 2018, by Laurie Hadley, Round Rock City Manager, in the capacity for the purposes and consideration recited herein.

Notary Public, State of Texas

Don Childs

From: Don Childs
Sent: Monday, April 23, 2018 5:46 PM
To: 'Christopher Clough'
Cc: Lisa Dworaczyk; 'Julia Bechara'
Subject: RE: RM620--LCC Realty
Attachments: LCC(11)--Partial Release of Lien--Sun Life (00399928xA08F8).doc; LCC(11)--PUE to CoRR for RM620 w-lienholder consent (DC 4.23.18) (00399931xA08F8).docx; LCC (11) Easement field notes 0.102 (00357389xA08F8).pdf; LCC(11)- ROW field notes--RM620 (revised 5.3.16) (00356836xA08F8).pdf

Correct. Thursday (4.26). We should have money delivered to the title company the following week.

For the closing we are going to need a partial release of the r.o.w., and a consent for the easement. The draft forms are attached. Can the owner help us get those?

I know that the title company will also need the corporate entity documents which show who is authorized to sign for the entities, and a resolution showing that the transaction has been authorized. You can send those directly to Julia Bechara (copied here) at Independence Title.

Julia will also be sending you the Seller's closing docs in coming days. If you want a fee on the statement just send her an invoice.

Don Childs
Sheets & Crossfield, P.C.
512-255-8877 (x225)

From: Christopher Clough <Clough@barronadler.com>
Sent: Monday, April 23, 2018 5:04 PM
To: Don Childs <Don@scrrlaw.com>
Subject: LCC Realty

I assume this one is on the agenda this week for council?

Christopher M. Clough
Managing Partner



clough@barronadler.com | www.barronadler.com
T: (512) 478-4995 | F: (512) 478-6022