

INSTRUCTIONS TO BIDDERS REAL ESTATE BID

**LOT 9A, HERITAGE CENTER SUBDIVISION, APPROXIMATELY
4.413 ACRES, A SUBDIVISION ACCORDING TO THE PLAT OF
RECORD IN CABINET GG, SLIDES 27-28 W. C .A. D. LOCATED
AT 615 PALM VALLEY BOULEVARD (HIGHWAY 79) ROUND
ROCK, TEXAS ZONED C-1**

The offer to purchase this property shall be a sealed bid. The bid form is the Real Estate Contract furnished by the City of Round Rock. The Contract furnished by the City shall be the only contract accepted by the City. The completed and signed Real Estate Contract and certified funds in the amount of \$10,000.00 shall be placed in an envelope, sealed, and "615 PALM VALLEY BOULEVARD" shown in the lower left hand corner of the envelope.

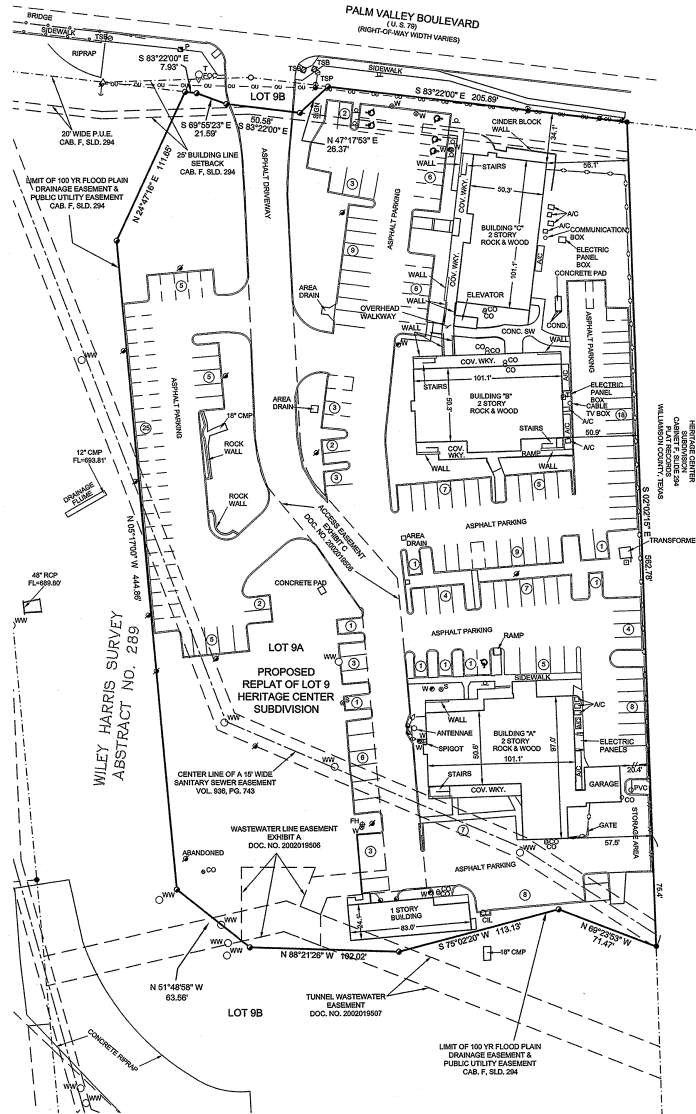
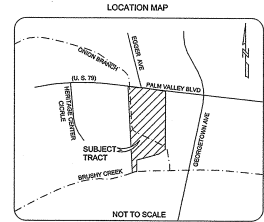
Bids shall arrive in the Purchasing Department, 221 East Main Street (City Hall), Round Rock TX, 78664, before 3:00 P.M. Central Time December 15, 2009. Facsimile and Electronic Bids are not acceptable. Late bids will not be considered and those bids properly identified will be returned to the Bidder unopened.

The bid accepted will be the one most advantageous to the City. The City reserves the right to reject any and all bids.

Each building has +/- 9,600 square feet.

To make an appointment to preview the buildings call 512-341-3137.

SURVEY OF
LOT 9A OF THE
PROPOSED REPLAT OF LOT 9
HERITAGE CENTER SUBDIVISION
ROUND ROCK, TEXAS



LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH CAP
- △ LABELED "BAKER-AICKLEN" SET
- △ MAG NAIL WITH WASHER
- △ LABELED "BAKER-AICKLEN" SET
- △ COTTON GIN SPINDLE WITH WASHER
- △ LABELED "BAKER-AICKLEN" SET
- △ SIGN
- BOLLARD POST
- POWER POLE
- DOWN GUTTER
- WATER VALVE
- WATER METER
- SPRINKLER CONTROL VALVE
- TELEPHONE PEDISTAL
- CLEAN OUT
- WASTEWATER MANHOLE
- TELEPHONE MANHOLE
- PULL BOX
- HANDICAP PARKING
- CURB INLET LID
- PVC PIPE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIBER OPTIC MARKER
- WOODEN FENCE POST
- OVERHEAD UTILITY LINE
- EDGE OF ASPHALT
- GUARD RAIL
- CHAINLINK FENCE
- WOODEN FENCE
- COVERED WALKWAY
- CONCRETE SIDEWALK
- AIR CONDITIONING UNIT(S)
- CONDUIT PIPE
- (X) NUMBER OF PARKING SPACES

SURVEYOR'S NOTES:

- 1) UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED BY THIS SURVEY. THE PERSON SIGNED THIS SURVEY MAKES NO WARRANTY AS TO THE EXISTENCE OR LOCATION OF ANY SUCH UTILITY, WHETHER SERVING THE SUBJECT TRACT OR FOR THE PURPOSE OF SERVICING OTHER PROPERTIES.
- 2) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.
- 3) THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- 4) BEARING BASIS IS REFERENCED TO GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 HARM 93.
- 5) IN SOME AREAS PARKING STRIPES FADED OR GONE. ONLY HANDICAP SPACES MARKED BY SIGNS ARE SHOWN.

ONLY THOSE EASEMENTS AS LISTED IN TITLE COMMITMENT OF NO. 8891-08-1238, ISSUED MAY 02, 2008 AND RELISTED BELOW WERE EVALUATED FOR THIS SURVEY. NO ADDITIONAL RESEARCH OF EASEMENTS OF RECORD WAS PERFORMED BY BAKER-AICKLEN AND ASSOCIATES, INC.

- A) A PUBLIC UTILITY EASEMENT 20 FEET IN WIDTH ALONG THE NORTH PROPERTY LINE OF THE SUBJECT PROPERTY, AS SHOWN PER THE RECORDED PLAT THEREOF, AS SHOWN.
- B) A PUBLIC UTILITY EASEMENT 15 FEET IN WIDTH ALONG THE WEST PROPERTY LINE OF THE SUBJECT PROPERTY, AS SHOWN PER THE RECORDED PLAT THEREOF, NOT ON PROPOSED LOT 9A.
- C) A SEWER EASEMENT 20 FEET IN WIDTH ALONG THE SOUTHERN PORTION OF THE SUBJECT PROPERTY, AS SHOWN PER THE RECORDED PLAT THEREOF, AS SHOWN.
- D) DRAINAGE AND PUBLIC UTILITY EASEMENTS TRAVERSING THE SUBJECT PROPERTY, AS SHOWN PER THE RECORDED PLAT THEREOF, NOT ON PROPOSED LOT 9A.
- E) A UTILITY EASEMENT TO THE CITY OF ROUND ROCK, IN INSTRUMENT RECORDED IN VOLUME 546, PAGE 453, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN PER THE RECORDED PLAT THEREOF, NOT ON PROPOSED LOT 9A.
- F) A UTILITY EASEMENT TO THE CITY OF ROUND ROCK, IN INSTRUMENT RECORDED IN VOLUME 556, PAGE 188, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN PER THE RECORDED PLAT THEREOF, NOT ON PROPOSED LOT 9A.
- G) A UTILITY EASEMENT TO THE CITY OF ROUND ROCK, IN INSTRUMENT RECORDED IN VOLUME 556, PAGE 188, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN PER THE RECORDED PLAT THEREOF, AS SHOWN.
- H) WASTEWATER EASEMENT GRANTED TO L.C.R.A. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002019508, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN.
- I) A TUNNEL WASTEWATER EASEMENT GRANTED TO L.C.R.A. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002019507, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SHOWN.
- J) A TEMPORARY CONSTRUCTION EASEMENT GRANTED TO L.C.R.A. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002081460, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, NO LONGER IN EFFECT.

DESCRIPTION: LOT 9A, PROPOSED REPLAT OF LOT 9, HERITAGE CENTER SUBDIVISION

SURVEYOR'S CERTIFICATE:
TO: CITY OF ROUND ROCK

THE UNDERSIGNED DOES HEREBY CONFIRM THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY DIRECT SUPERVISION. EASEMENTS AND OTHER MATTERS OF RECORD SHOWN OR ADDRESSED HEREON ARE LIMITED TO THOSE VISIBLE AND THOSE LISTED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY TEXAS AMERICAN TITLE COMPANY OF AUSTIN, HAVING A GF NO. 8891-08-1238 ISSUED MAY 02, 2008.



Parker J. Graham 09/18/09
DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556

1 - 301 1 NEW LINE	SHEET TITLE LAND TITLE SURVEY OF LOT 9A OF THE PROPOSED REPLAT LOT 9 HERITAGE CENTER SUBDIVISION, ROUND ROCK, TEXAS	CLIENT CITY OF ROUND ROCK, TEXAS	PROJECT HERITAGE CENTER	DATE 09/18/09	REVISIONS	DRAWN P.J.G.	REVIEWED MAN	SCALE 1" = 40'	DATE SEPTEMBER 18, 2009	BY BAK

BAKER-AICKLEN
Engineers • Surveyors • GIS • Planning
400 DRAUGHT CREEK RD.
ROUND ROCK, TX 78664-1919
(512) 260-9700



HWY 79

PARKLAND

Title Resources Guaranty Company

SCHEDULE A

GF No. 9691-08-1239

Effective Date: September 16, 2009 8:00a.m

Issue Date: September 23, 2009

1. The policy or policies to be issued are:

- (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$

PROPOSED INSURED:

- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
– ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$

PROPOSED INSURED:

- (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount: \$

PROPOSED INSURED:

Proposed Borrower:

- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE
(Form T-2R)

Policy Amount: \$

PROPOSED INSURED:

Proposed Borrower:

- (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount: \$

PROPOSED INSURED:

Proposed Borrower:

- (f) OTHER

Policy Amount: \$

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

City of Round Rock, Texas

4. Legal description of land:

Lot 9A, Replat of Lot 9 of the Heritage Center, a subdivision in Williamson County, Texas; according to the map and or plat thereof, recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Cabinet F, Slides 294-295 and Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
But deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) Relates to handicap but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 - f. (Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2009, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2009 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B

do not apply to the Texas Short Form Residential Mortgage Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

- a. A public utility and sidewalk easement 10 feet in width along the street right-of-way property lines, as stated per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
- b. A public utility easement 20 feet in width along the north property line of the subject property, as shown per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
- c. A sewer easement 15 feet in width traversing the subject property, as shown per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
- d. A utility easement granted to City of Round Rock, in instrument recorded in Volume 546, Page 453, of the Deed Records of Williamson County, Texas, and as shown per the recorded plat thereof.
- e. A utility easement granted to City of Round Rock, in instrument recorded in Volume 555, Page 189, of the Deed Records of Williamson County, Texas, and as shown per the recorded plat thereof.
- f. A utility easement granted to City of Round Rock, in instrument recorded in Volume 936, Page 743, of the Deed Records of Williamson County, Texas, and as shown per the recorded plat thereof.
- g. A wastewater line and access easement granted to L.C.R.A. by instrument recorded in Document No. 2002019506, Official Public Records of Williamson County, Texas, and as shown per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
- h. A tunnel wastewater easement granted to L.C.R.A. by instrument recorded in Document No. 2002019507, Official Public Records of Williamson County, Texas, and as shown per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
- i. A temporary construction easement granted to L.C.R.A. by instrument recorded in Document No. 2005085140, Official Public Records of Williamson County, Texas.
- j. Rights of parties in possession. (Owner's Policy only)
- k. Terms, conditions and stipulations of any and all lease agreements, amendments and supplements thereto existing with the rights of tenants in possession, whether written or oral, recorded or unrecorded.
- l. Subject to any and all visible and or apparent easements and roadways, public or private, over, under or across subject property which a survey or physical inspection may disclose.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment
5. NOTE: Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.
6. NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness that could arise to any security interest claim in the subject property.
7. NOTE: The earnest money contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements and that the buyer, at buyer's expense, may have the exception amended to read "shortages in area", thereby giving you coverage for those matters. The Texas title information portion of the commitment for title insurance advises you that your policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage. Amendment of exception, as to area, boundaries, etc. applicable only as provided in Rules P-2 and P-8.a.(2) – the exception as to areas and boundaries, etc., may be amended in an owner or mortgagee policy upon payment of an additional premium (in the case only of an owner policy) therefore equivalent to (1) 15% of the basic rate in an owner policy (T-1) or (2) 5% of the basic rate in a residential owner policy of title insurance - one-to-four family residences (Form T-1R), with a minimum premium of \$20.00
8. In addition we require the following: (a). We must be furnished with a properly executed affidavit as to debts and liens, executed by the Seller(s); (b). We must be furnished with a properly executed Waiver of Inspection, executed by the Purchaser(s) and/or Borrower(s); (c). This Company shall follow the rules as set out by the State Board of Insurance in disbursing Funds provided by the

assured and/or insured on Schedule A of this commitment. Good Funds, as defined in Rule P-27, shall be in the possession of this Title Company prior to any disbursements; (d) This file must be updated within 24 hours prior to closing.

9. The last deed of record was filed on November 19, 1991, in Volume 2078, Page 886, Official Records of said County; wherein the record owner(s) acquired subject property.

Texas American Title Company



Authorized Officer or Agent

This Commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

CK

CONTRACT FOR SALE OF REAL PROPERTY

THIS CONTRACT FOR SALE OF REAL PROPERTY (referred to herein as the "Contract") is made by and between the City of Round Rock, a Texas home-rule municipality, with offices located at 221 East Main Street, Round Rock, Texas (referred to herein as the "Seller") and the following:

_____[Purchaser's name]
_____[Type of entity, e.g. individual, partnership, corporation, etc.]
_____[Street address]
_____[City]
_____[State and zip code],

(referred to herein as the "Purchaser"), on the terms and conditions which are set forth in this Contract.

ARTICLE I PURCHASE AND SALE

- 1.01 Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, that certain tract of land located in Williamson County, Texas, being more particularly described as follows:

Lot 9A, Replat of Lot 9 of the Heritage Center Subdivision, a subdivision in Williamson County, Texas; according to the map and/or plat thereof, recorded in Cabinet GG, Slides 27-28 of the Plat Records of Williamson County, Texas.

The real property described above, and any rights or appurtenances thereto, are hereafter referred to in this Contract as the "Property."

This sale and purchase includes all rights and appurtenances pertaining to the Property, but does not include any right, title and interest of Seller in adjacent streets, alleys or rights-of-way, together with any improvements, fixtures, and personal property situated on and attached to the Property.

ARTICLE II SALES PRICE

[Purchaser must fill in the blanks as appropriate.]

- 2.01 Amount and Payment of Sales Price. The sales price for the Property will be the sum of _____ and ____/100 Dollars (\$ _____), which will be payable by Purchaser in cash at the closing.

ARTICLE III PURCHASER'S OBLIGATIONS

- 3.01 Conditions to Purchaser's Obligations. Purchaser's obligations under this Contract are subject to Seller complying with all of the covenants, agreements, and conditions required by this Contract, and the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or before the closing).
- 3.02 Preliminary Title Report. Seller, at Seller's expense, has previously obtained from Texas American Title Company, 715 Discovery, Suite 205, Cedar Park, Texas 78613 (referred to herein as the "Title Company") a preliminary title report (referred to herein as the "Title Report"). A copy of said Title Report is attached hereto as Exhibit "A" and incorporated herein by reference for all appropriate purposes. By execution of this Contract, Purchaser approves and accepts said Title Report and all conditions contained therein.
- 3.03 Survey. Seller, at Seller's expense, has previously obtained a current plat of the Property prepared by Baker-Aicklen & Associates, Inc., registered professional land surveyors, dated September 18, 2009 (referred to herein as the "Survey"). A copy of said Survey is attached hereto as Exhibit "B" and incorporated herein by reference for all appropriate purposes. By execution of this Contract, Purchaser approves and accepts said Survey and all information shown thereon.
- 3.04 Environmental Assessment Report. Seller, at Seller's expense, has previously obtained a current Environmental Assessment Report for the Property prepared by Kleinfelder Central, Inc., environmental specialists, dated October 10, 2008 (referred to herein as the "Environmental Assessment Report"). Said Environmental Assessment Report is referred to herein as Exhibit "C" and is incorporated herein by reference for all appropriate purposes. A copy is available for viewing during normal business hours at the City of Round Rock Purchasing Department, City Hall, 221 East Main Street, Round Rock, Texas 78664. By execution of this Contract, Purchaser approves and accepts said Environmental Assessment Report.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

- 4.01 Seller represents and warrants to Purchaser, as of the Closing Date (as hereinafter defined), as follows:
- (1) Parties in Possession. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers.
 - (2) Condemnation. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property or any part of it, nor to the best knowledge of Seller is any proceeding or assessment contemplated by any governmental authority.

- (3) Applicable Laws. Seller has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it.
- (4) Environmental Condition. In this subsection, "Environmental Laws" means the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") and other federal laws governing the environment as are in effect on the date of this Contract together with their implementing regulations and guidelines as of the date of this Contract, and all state, regional, county, municipal and other local laws, regulations, and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials in effect as of the date of this Contract.

In this subsection, "Hazardous Materials" means any substance which is (i) designated, defined, classified, or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under any Environmental Law in effect as of the date of this Contract, (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) friable asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials.

To the best of Seller's knowledge, there has not been any violation of Environmental Laws related to the Property or the presence or release (other than as permitted by law) of Hazardous Materials on or from the Property except as disclosed in the Environmental Assessment Report, or other studies and information relating to the environmental condition of the Property delivered by Seller to Purchaser or made available for Purchaser's review.

- (5) Effect of Purchaser's Knowledge. Despite anything contained in this Contract to the contrary, Seller shall have no liability for breaches of any representations, warranties, or certifications (referred to herein individually as a "Representation" and collectively as the "Representations") that Seller makes in this Contract or in any of the documents or instruments required to be delivered by Seller (and Purchaser shall not bring any lawsuit or other legal action against Seller or pursue any other remedies against Seller) if, at closing, Purchaser, its officers, employees, shareholders, members, partners, or agents had knowledge of the breach by Seller (including, without limitation, knowledge gained by Purchaser or any such related party in the course of its due diligence as to a fact or circumstance which, by its nature, indicates that a Representation was or has become untrue or inaccurate), and Purchaser elects to proceed to close the transaction contemplated by this Contract. In addition, if any update to Seller's warranties and representations discloses a matter or circumstance that is material and adverse to Purchaser and not otherwise permitted under this Contract, Seller shall not be in default under this Contract (unless the representation or warranty was untrue at the time it was made) and shall have no liability as a result thereof, and Purchaser's sole right and remedy as a result thereof shall be the right to

terminate this Contract by giving written notice to Seller, and thereupon all Earnest Money shall be refunded to Purchaser and neither party shall have any further rights or obligations under this Contract, with the exception of the Surviving Covenants.

- (6) Access to Public Highways. The Property has free access to and from public highways, streets or roads and, to Seller's best knowledge, there is no pending or threatened governmental proceeding that would impair or result in the termination of such access.

ARTICLE V CLOSING

- 5.01 The closing will be held at the Title Company on or before the sixtieth (60th) day following Seller's acceptance of Purchaser's offer (referred to herein as the "Closing Date"), and such closing shall be held at Texas American Title Company, but the parties are not prohibited by this Contract from mutually agreeing in writing for closing at a different date, time and/or place.
- 5.02 At the closing Seller will:
- (1) Deliver to Purchaser a properly executed and acknowledged Special Warranty Deed, substantially in the form attached hereto as Exhibit "D" which is incorporated herein by reference for all appropriate purposes, and such Special Warranty Deed shall convey marketable title in fee simple to all of the Property, free of all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due;
 - (b) Any exceptions approved by Purchaser in accordance with Article III of this Contract;
 - (c) Any exceptions approved by Purchaser in writing; and
 - (d) The easement rights specifically reserved in the Special Warranty Deed.
 - (2) Deliver to Purchaser a Texas Owner's Title Policy, at Seller's expense, issued by the Title Company, in Purchaser's favor in the full amount of the sales price, insuring Purchaser's fee simple title to the Property subject to the title exceptions listed above, to any other exceptions approved in writing by Purchaser, and to the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, with the following exceptions:
 - (a) The boundary and survey exceptions will be deleted at the expense of Purchaser;

- (b) The exception as to restrictive covenants will be endorsed "None of Record;" and
 - (c) The exception as to the lien for taxes will be limited to the year of closing and will be endorsed "Not Yet Due and Payable."
 - (3) Deliver to Purchaser possession of the Property, subject to the easement rights reserved in the Special Warranty Deed.
- 5.03 At the closing, Purchaser will pay the sales price by cash, wire transfer or certified funds.
- 5.04 General real estate taxes for the current year relating to the Property, insurance and utility charges, if any, will be prorated as of the Closing Date and will be adjusted in cash at the closing. If the closing occurs before the tax rate is fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. All special taxes or assessments to the Closing Date will be paid by Seller.
- 5.05 All costs and expenses of closing in consummating the sale and purchase of the Property will paid as follows:
- (1) Owner's Title Policy paid by Seller;
 - (2) Title Company fees paid by each party equally;
 - (3) Survey paid by Seller;
 - (4) Filing fees for Special Warranty Deed paid by Purchaser;
 - (5) Title curative matters, if any, paid by Seller; and
 - (6) Attorney's fees paid by each party respectively.

ARTICLE VI REAL ESTATE COMMISSIONS

[Purchaser must choose one of the following two options by checking the appropriate box and filling in the blanks as necessary.]

- ☐ Each of the parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agent's commissions in connection with this Contract.
- ☐ Conditioned on the closing of the sale contemplated by this Contract, a commission in the amount of _____ percent of the total sales price will be payable to _____. The commission is to be payable at the closing out of the proceeds of the sale. If the Contract is terminated for any reason

before closing, there will be no commission due or payable under the Contract. The aforesaid broker is the agent of Purchaser and not Seller.

ARTICLE VII ESCROW DEPOSIT

- 7.01 For the purpose of securing the performance of Purchaser under the terms of this Contract, Purchaser has delivered to the Title Company the sum of Ten Thousand and No/100 Dollars (\$10,000.00), the Escrow Deposit, which will be paid by the Title Company to Seller in the event Purchaser breaches this Contract as provided in Article IX of this Contract. At the closing, the Escrow Deposit will be paid over to Seller and applied to the sales price.

ARTICLE VIII BREACH BY SELLER

- 8.01 If Seller fails to fully and timely perform any of its obligations under this Contract or fails 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 be returned by the Title Company to Purchaser.

ARTICLE IX BREACH BY PURCHASER

- 9.01 In the event Purchaser fails to consummate the purchase of the Property, if Seller is not in default under this Contract Seller may (1) enforce specific performance of this Contract; or (2) exercise its right to receive the Escrow Deposit from the Title Company, as liquidated damages for the failure of Purchaser to perform the duties imposed on Purchaser by the terms of this Contract. In the event Seller exercises its right to receive the Escrow Deposit, Seller agrees to accept this cash payment as total damages and as Seller's only remedy under this Contract in the event of Purchaser's default.

ARTICLE X MISCELLANEOUS

- 10.01 Assignment of Contract. This Contract may not be assigned without the express written consent of Seller.
- 10.02 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated by this Contract, will survive the closing.
- 10.03 Notice. Any notice required or permitted to be delivered under this Contract will be deemed received when sent by United States mail, postage prepaid, certified mail/return receipt requested, addressed to either Seller or Purchaser, as appropriate, at the address set forth below the signature of that party.

- 10.04 Texas Law to Apply. This Contract will be construed in accordance with the laws of the State of Texas, and all obligations of the parties created under this Contract are performable in Williamson County, Texas. Exclusive jurisdiction and venue shall lie in Williamson County, Texas.
- 10.05 Parties Bound. This Contract will be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns, as permitted by this Contract.
- 10.06 Legal Construction. In case any one or more of the provisions contained in this Contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.
- 10.07 Prior Contracts Superseded. This Contract constitutes the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.
- 10.08 Time of Essence. Time is of the essence in this Contract.
- 10.09 Risk of Loss. Seller will bear the risk of all loss or damage to the premises from all causes until the Closing Date. If, before the Closing Date, all or part of the premises is damaged by fire or by any other cause, Seller will promptly notify Purchaser in writing of this damage. After notice of this damage (from Seller or otherwise), Purchaser will have the option to require Seller either (i) to convey the premises, on the Closing Date, to Purchaser in its damaged condition and to assign to Purchaser all of Seller's rights in any claims Seller may have under the insurance policies covering the premises, or (ii) Purchaser may, at Purchaser's option, terminate this Contract by written notice delivered to Seller with a copy to the Title Company. On receipt of such notice, the Title Company will promptly refund to purchaser the Escrow Deposit, and this Contract will be void for all purposes. In the event of such damage, upon Purchaser's request, Seller will immediately provide Purchaser with a copy of all insurance policies covering the premises.
- 10.10 Purchase As Is.

PURCHASER ACKNOWLEDGES THAT PURCHASER HAS BEEN PROVIDED SUFFICIENT OPPORTUNITY TO INSPECT, EXAMINE, AND INVESTIGATE THE PROPERTY AND TO REVIEW TITLE AND SURVEY MATTERS RELATED TO THE PROPERTY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN ARTICLE IV; PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS RELYING SOLELY ON PURCHASER'S OWN INSPECTIONS, EXAMINATIONS, AND INVESTIGATIONS OF THE PROPERTY IN MAKING THE DECISION TO PURCHASE

THE PROPERTY AND IS ACCEPTING THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION "WITH ALL FAULTS" AND DEFECTS AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN ARTICLE IV; SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION THE WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT ON THE PROPERTY, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN ARTICLE IV, ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THAT INFORMATION; SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION OF THE PROPERTY, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON EXCEPT FOR THE EXPRESS REPRESENTATIONS SET FORTH IN ARTICLE IV. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER IS A SOPHISTICATED AND EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND HAS BEEN DULY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS CONTRACT. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

The date of execution of this Contract is the date executed by Seller below.

SELLER

City of Round Rock, Texas

By:

Signature: _____
Printed Name: Alan McGraw
Title: Mayor
Address: 221 East Main Street
Round Rock, TX 78664
Date Signed: _____

PURCHASER

Name of Purchaser: _____
By:

Signature: _____
Printed Name: _____
Title: _____
Address: _____

Date Signed: _____

RECEIPT

Receipt of [] copy of Contract and [] \$10,000 Earnest Money is acknowledged.

Texas American Title Company, Inc.

By: _____
Escrow Agent
Date: _____

EXHIBIT A
(Title Report)

Title Resources Guaranty Company

SCHEDULE A

GF No. 9691-08-1239

Effective Date: September 16, 2009 8:00a.m.

Issue Date: September 23, 2009

1. The policy or policies to be issued are:

(a) OWNER POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$
PROPOSED INSURED:

(b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
- ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:

(c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:

(d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE
(Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:

(e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:

(f) OTHER
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

City of Round Rock, Texas

4. Legal description of land:

Lot 9A, Replat of Lot 9 of the Heritage Center, a subdivision in Williamson County, Texas; according to the map and or plat thereof, recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Cabinet F, Slides 294-295 and Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
But deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3607 of the United States code or (b) Relates to handicap but does not discriminate against handicapped persons.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 - f. (Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2009, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2009 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B

do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. A public utility and sidewalk easement 10 feet in width along the street right-of-way property lines, as stated per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
 - b. A public utility easement 20 feet in width along the north property line of the subject property, as shown per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
 - c. A sewer easement 15 feet in width traversing the subject property, as shown per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
 - d. A utility easement granted to City of Round Rock, in instrument recorded in Volume 546, Page 453, of the Deed Records of Williamson County, Texas, and as shown per the recorded plat thereof.
 - e. A utility easement granted to City of Round Rock, in instrument recorded in Volume 555, Page 189, of the Deed Records of Williamson County, Texas, and as shown per the recorded plat thereof.
 - f. A utility easement granted to City of Round Rock, in instrument recorded in Volume 936, Page 743, of the Deed Records of Williamson County, Texas, and as shown per the recorded plat thereof.
 - g. A wastewater line and access easement granted to L.C.R.A. by instrument recorded in Document No. 2002019506, Official Public Records of Williamson County, Texas, and as shown per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
 - h. A tunnel wastewater easement granted to L.C.R.A. by instrument recorded in Document No. 2002019507, Official Public Records of Williamson County, Texas, and as shown per the plat recorded in Cabinet GG, Slides 27-28, of the Plat Records of Williamson County, Texas.
 - i. A temporary construction easement granted to L.C.R.A. by instrument recorded in Document No. 2005085140, Official Public Records of Williamson County, Texas.
 - j. Rights of parties in possession. (Owner's Policy only)
 - k. Terms, conditions and stipulations of any and all lease agreements, amendments and supplements thereto existing with the rights of tenants in possession, whether written or oral, recorded or unrecorded.
 - l. Subject to any and all visible and or apparent easements and roadways, public or private, over, under or across subject property which a survey or physical inspection may disclose.

SCHEDULE C

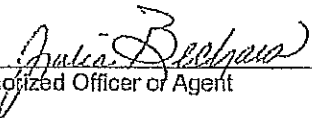
Your Policy will not cover loss, costs, attorneys fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is Issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. NOTE: Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.
6. NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness that could arise to any security interest claim in the subject property.
7. NOTE: The earnest money contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements and that the buyer, at buyer's expense, may have the exception amended to read "shortages in area", thereby giving you coverage for those matters. The Texas title information portion of the commitment for title insurance advises you that your policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage. Amendment of exception, as to area, boundaries, etc. applicable only as provided in Rules P-2 and P-8.a.(2) - the exception as to areas and boundaries, etc., may be amended in an owner or mortgagee policy upon payment of an additional premium (in the case only of an owner policy) therefore equivalent to (1) 15% of the basic rate in an owner policy (T-1) or (2) 5% of the basic rate in a residential owner policy of title insurance - one-to-four family residences (Form T-1R), with a minimum premium of \$20.00.
8. In addition we require the following: (a). We must be furnished with a properly executed affidavit as to debts and liens, executed by the Seller(s); (b). We must be furnished with a properly executed Waiver of Inspection, executed by the Purchaser(s) and/or Borrower(s); (c). This Company shall follow the rules as set out by the State Board of Insurance in disbursing Funds provided by the

assured and/or insured on Schedule A of this commitment. Good Funds, as defined in Rule P-27, shall be in the possession of this Title Company prior to any disbursements; (d) This file must be updated within 24 hours prior to closing.

9. The last deed of record was filed on November 19, 1991, in Volume 2078, Page 886, Official Records of said County; wherein the record owner(s) acquired subject property.

Texas American Title Company

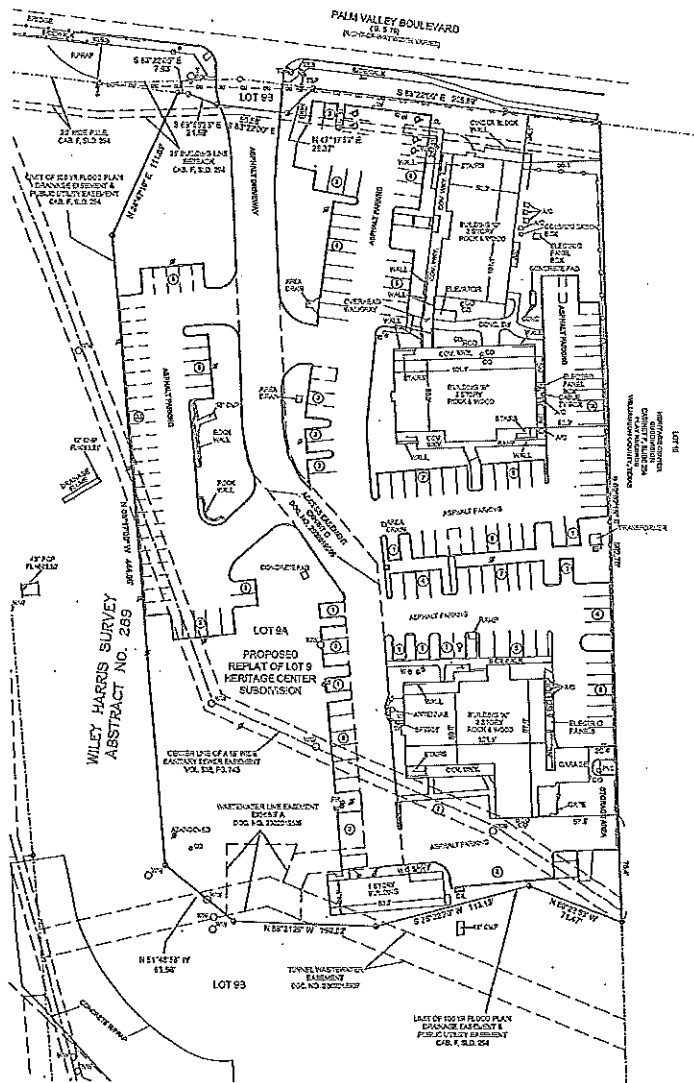


Authorized Officer or Agent

This Commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

CK

EXHIBIT B
(Survey)



- [illegible]

SOLUTIONS NOTES

- 1 UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED BY E&S PERSONNEL. THE HAZARD BENEATH THE STREETS PRESENTS POSSIBLE GROUND LIABILITIES FOR HAZARDOUS AND UNWARRANTED AT-RISK TO THE EXISTENCE OF THE CITY OF DALLAS. THE CITY OF DALLAS IS THEREFORE SEEKING THE SUBJECT TRACT FOR A PURPOSE OF PERSONAL CONCRETE FACILITIES.
- 2 DRAINAGE AND ENVIRONMENTAL CONDITIONS HAVE NOT EXAMINED OR CONSIDERED AS A PART OF THIS PROJECT.
- 3 THE WORD "REPAIRING," RECONSTRUCTION, OR RECONSTRUCTION AS A DESIGN AND BUILD HEREIN MEANS AN IMPROVEMENT OF ENVIRONMENTAL CONDITION REGARDING THE FACTORS OF SAFETY AND DOES NOT CONSTITUTE A WARRANTY ON THE PART OF THE ENGINEER OR ARCHITECT.
- 4 BEARING BILLS IS REFERENCED TO GROUND MOTION, TEXAS' STATE PLANNED COORDINATE SYSTEM, CENTRAL ZONE, MAP 22-200-001.
- 5 IN SOME AREAS, EXISTING STREET FACIES ON ONLY, SMALL TRANS-CROSS FACIES MARKED BY

ONLY THOSE BASINMENTS AS LISTED IN TITLE COMMITMENT OF NO. 4451-08-0226, 08/04/09/01/02, 2001 AND RELATED ERLC/THRE EVALUATED FOR THIS SURVEY. NO ADDITIONAL RESEARCH OF EASEMENTS OF RECORD WAS PERFORMED BY EATER-MOORE AND ASSOCIATES, INC.

- 4) A PUBLIC UTILITY EMBROIDERED IN FEMININE WORKS THE LOGO AND TRADEMARKS OF THE PUBLIC UTILITY PROPERTY AS SHOWN FOR THE RECORDED PLAT THEREOF, AS SHOWN.
- 5) A PUBLIC UTILITY EMBROIDERED IN FEMININE WORKS THE LOGO AND TRADEMARKS OF THE PUBLIC UTILITY PROPERTY AS SHOWN FOR THE RECORDED PLAT THEREOF, AS SHOWN.
- 6) A MEMBER EMBROIDERED IN FEMININE WORKS THE LOGO AND TRADEMARKS OF THE MEMBER PROPERTY, AS SHOWN FOR THE RECORDED PLAT THEREOF, AS SHOWN.
- 7) EMBROIDERED AND PUBLIC UTILITY EMBROIDERED THE LOGO AND TRADEMARKS OF THE SUBJECT PROPERTY, AS SHOWN FOR THE RECORDED PLAT THEREOF, NOT RECORDED IN THE SUBJECT.
- 8) A UTILITY EMBROIDERED TO THE CITY OF ROUND ROCK IN INSTRUMENT RECORDED IN VOLUME 164, PAGE 142 OF THE PUBLIC RECORDS OF MULLISMAN COUNTY, TEXAS, AS SHOWN FOR THE RECORDED PLAT THEREOF, NOT RECORDED IN THE SUBJECT.
- 9) A UTILITY EMBROIDERED TO THE CITY OF ROUND ROCK IN INSTRUMENT RECORDED IN VOLUME 164, PAGE 142 OF THE PUBLIC RECORDS OF MULLISMAN COUNTY, TEXAS, AS SHOWN FOR THE RECORDED PLAT THEREOF, NOT RECORDED IN THE SUBJECT.
- 10) A UTILITY EMBROIDERED TO THE CITY OF ROUND ROCK IN INSTRUMENT RECORDED IN VOLUME 164, PAGE 142 OF THE PUBLIC RECORDS OF MULLISMAN COUNTY, TEXAS, AS SHOWN FOR THE RECORDED PLAT THEREOF, NOT RECORDED IN THE SUBJECT.
- 11) MANTENANCE EMBROIDERED GRANTED TO L.C.A. BY INSTRUMENT RECORDED IN DOCUMENT 18,208,151, OFFICIAL PUBLIC RECORDS OF MULLISMAN COUNTY, TEXAS, AS SHOWN.
- 12) A TOWNHALL IN MAINTENANCE EMBROIDERED GRANTED TO L.C.A. BY INSTRUMENT RECORDED IN DOCUMENT 18,208,151, OFFICIAL PUBLIC RECORDS OF MULLISMAN COUNTY, TEXAS, AS SHOWN.
- 13) A TOWNHALL IN MAINTENANCE EMBROIDERED GRANTED TO L.C.A. BY INSTRUMENT RECORDED IN DOCUMENT 18,208,151, OFFICIAL PUBLIC RECORDS OF MULLISMAN COUNTY, TEXAS, AS SHOWN.

DESCRIPTION: LOT 5A, PROPOSED REPLAT OF LOT 5, HERITAGE CENTER SUBDIVISION

SURVEYORS CERTIFICATE
TO CITY OF BOUND BROOK

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND ACCURATE REPRESENTATION OF AN AERIAL
ON-THE-GROUND SURVEY MADE UNDER MY DIRECT SUPERVISION. EASEMENTS AND OTHER MATTERS OF RECORD SHOWN OR
ADDRESSED HEREON ARE LIMITED TO THOSE YEARS AND THOSE LISTED IN COMMENTARY FOR TITLE INSURANCE ISSUED BY TEXAS
AMERICAN TITLE COMPANY OF AUSTIN, DATING A/G NO. 5514-28-228 ISS. TO MAY 12, 1938.

Paul J. Gannon 09/18/09
PAUL J. GANNON EAC
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5084



PROJECT NO. 0006-C-173-20	6-1/2" X 12" TITLE LAND TITLE SURVEY OF LOT 9A OF THE PROPOSED REPLAT LOT 9 HERITAGE CENTER SUBDIVISION, ROUND ROCK, TEXAS	COUNTY CITY OF ROUND ROCK, TEXAS	PROJECT HERITAGE CENTER	DATE REVISION	 BAKER-AICKLEN & ASSOCIATES, INC. ENGINEERING • SURVEYING • GIS • PLANNING 4000 DUFFY DRIVE, SUITE 100 ROUND ROCK, TEXAS 78664 (512) 255-0700
SCALE 1" = 60' ±					DRAWN BY: <u>DA</u> CHECKED BY: <u>DA</u> DATE: <u>SEPTEMBER 16, 2021</u> JOB FILE # <u>173</u>

HWY 79

PA AID

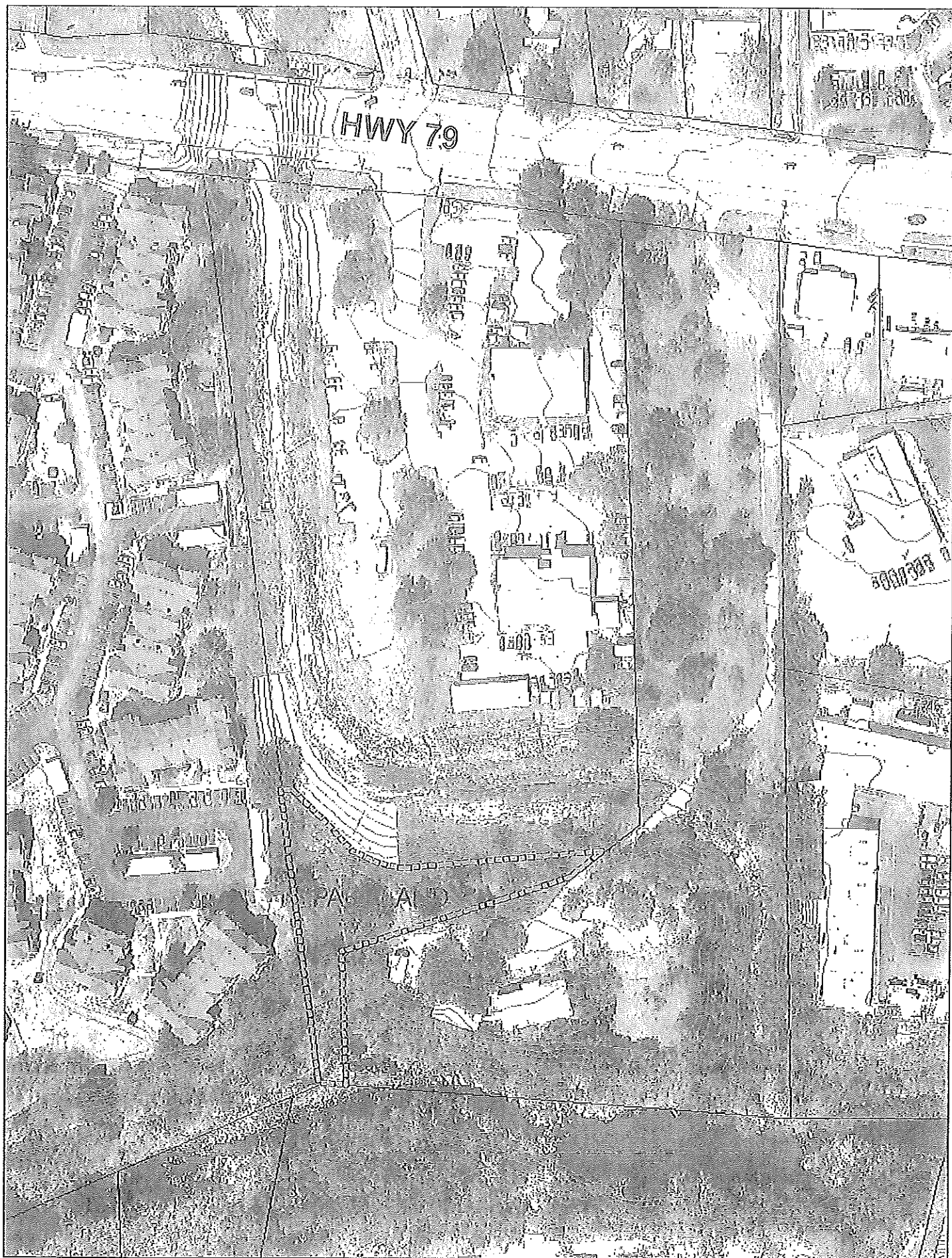


EXHIBIT C
(Environmental Assessment Report)

The referenced Environmental Assessment Report is available for viewing during normal business hours at the City of Round Rock Purchasing Department, City Hall, 221 East Main Street, Round Rock, Texas 78664.

EXHIBIT D
(Special Warranty Deed)

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS:

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

The CITY OF ROUND ROCK, a Texas home-rule municipality, hereinafter referred to as Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by _____, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, and for which no lien (either express or implied) is retained, has this day sold and by these presents does hereby grant, bargain, sell and convey unto said Grantee, _____, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described as follows:

Lot 9A, Replat of Lot 9 of the Heritage Center Subdivision, a subdivision in Williamson County, Texas; according to the map and/or plat thereof, recorded in Cabinet GG, Slides 27-28 of the Plat Records of Williamson County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the premises herein described and herein conveyed, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, _____, and his/her/its assigns forever; and Grantor does hereby bind itself and its administrators, successors and assigns to warrant and forever defend, all and singular, the said premises herein conveyed unto Grantee, _____, and his/her/its heirs, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of the month of _____, 20__.

THE CITY OF ROUND ROCK, TEXAS, Grantor

ATTEST:

By: _____

By: _____

Printed Name: _____

Sara L. White, City Secretary

Title: _____

Date Signed: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of the month of _____, 20__, by ALAN McGRAW, Mayor of the CITY OF ROUND ROCK, TEXAS, in the capacity and for the consideration and purposes recited herein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664

GRANTOR'S ADDRESS:

Round Rock City Hall
221 East Main Street
Round Rock, Texas 78664

GRANTEE'S ADDRESS:

AFTER RECORDING RETURN TO:

