

EXHIBIT

"A"

REAL ESTATE CONTRACT

Red Bud (South) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ROBERT HAROLD BEHRENS**, (referred to in this Contract as "Seller", whether one or more) and the **CITY OF ROUND ROCK, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.125 acre (5,448 square foot) tract of land out of and situated in the Joseph Marshall Survey, Abstract No. 409 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**).

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of ONE HUNDRED FOURTY-FOUR THOUSAND TWO HUNDRED THIRTEEN and 00/100 Dollars (\$144,213.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

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

4.02. The Property herein is being conveyed to Purchaser in lieu of and under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before April 14, 2023, or at such time, date, and place as Seller and Purchaser may agree, 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 the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

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

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to provide a release from the access easement interest conveyed by Robert Harold Behrens and Joylene M. Behrens to Robert Glenn Behrens and Connie Sue Behrens in that certain deed recorded as Document No. 1985015406 in the Williamson County Real Property Records, and cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

5.04. General real estate taxes for the then-current year relating to the Property 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively as incurred.

**ARTICLE VI
BREACH BY SELLER**

6.01. 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**

7.01. In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after April 15, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Robert Harold Behrens
Robert Harold Behrens

Address: 1200 Red Bud Lane

Round Rock, Texas 78665

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

Date: _____

EXHIBIT A

County: Williamson
Parcel : 9
Project: Red Bud Lane

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 0.125 ACRE (5,448 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 5 ACRE TRACT OF LAND (TRACT 3) DESCRIBED IN INDEPENDENT EXECUTOR'S DEED TO ROBERT HAROLD BEHRENS RECORDED DOCUMENT NO. 2020082469 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 533, PAGE 339 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.125 ACRE (5,448 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod found, being the southwesterly corner of that called 5 acre tract of land (Tract 4) described in a Deed to Herbert A. Wolff & wife, Patricia E. Wolff recorded in Volume 539, Page 20 of the Deed Records of Williamson County, Texas, same being the northwesterly corner of said remainder of the 5 acre tract (Tract 3), also being the easterly boundary line of Lot 20, Block G, of Forest Ridge Phase IV, a subdivision recorded in Cabinet O, Slide 149, of the Plat Records of Williamson County, Texas;

THENCE, with the common boundary line of said 5 acre tract and said remainder of the 5 acre tract, N 87°30'58" E, for a distance of 866.05 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 53.50 feet left of Red Bud Lane Baseline Station 70+95.23 (Grid Coordinates determined as N=10,160,663.21, E=3,152,881.29 (TxSPC Zone 4203) in the proposed westerly Right-of-Way (ROW) line of Red Bud Lane (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said proposed ROW line, with said common boundary line, **N 87°30'58" E**, for a distance of **21.16** feet to a calculated point in the existing westerly ROW line of Red Bud Lane (ROW width varies), being the southeasterly corner of said 5 acre tract (Tract 4), same being the northeasterly corner of said remainder of the 5 acre tract (Tract 3), for the northeasterly corner of the herein described parcel;
- 2) **THENCE**, departing said 5 acre tract (Tract 4), with said existing ROW line, same being the easterly boundary line of said remainder of the 5 acre tract (Tract 3), **S 02°21'48" E**, for a distance of **250.90** feet to calculated point, being the northeasterly corner of Lot 2, Mason & Ryle Subdivision, recorded in Cabinet M, Slides 81-82 of the Plat Records of Williamson County, Texas, same being the southeasterly corner of said remainder of the 5 acre tract (Tract 3), for the southeasterly corner of the herein described parcel;
- 3) **THENCE**, departing said existing ROW line, with the northerly boundary line of said Lot 2, being the southerly boundary line of said remainder of the 5 acre tract (Tract 3), **S 87°36'57" W**, for a distance of **22.27** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 53.50 feet left of Red Bud Lane Baseline Station 68+44.37 in said proposed ROW line, for the southwesterly corner of the herein described parcel and from which a 1/2" iron rod found, being the northwesterly corner of said Lot 2, in the southerly line of said remainder of the 5 acre (Tract 3), bears S 87°36'57" W, at a distance of 411.54 feet;

County: Williamson
Parcel : 9
Project: Red Bud Lane

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- 4) **THENCE**, departing said Lot 2, with said proposed westerly ROW line, through the interior of said remainder of the 5 acre tract (Tract 3), **N 02°06'37" W**, for a distance of **250.87** feet to the **POINT OF BEGINNING**, containing 0.125 acre (5,448 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

M. Stephen Truesdale

21 OCT 2022

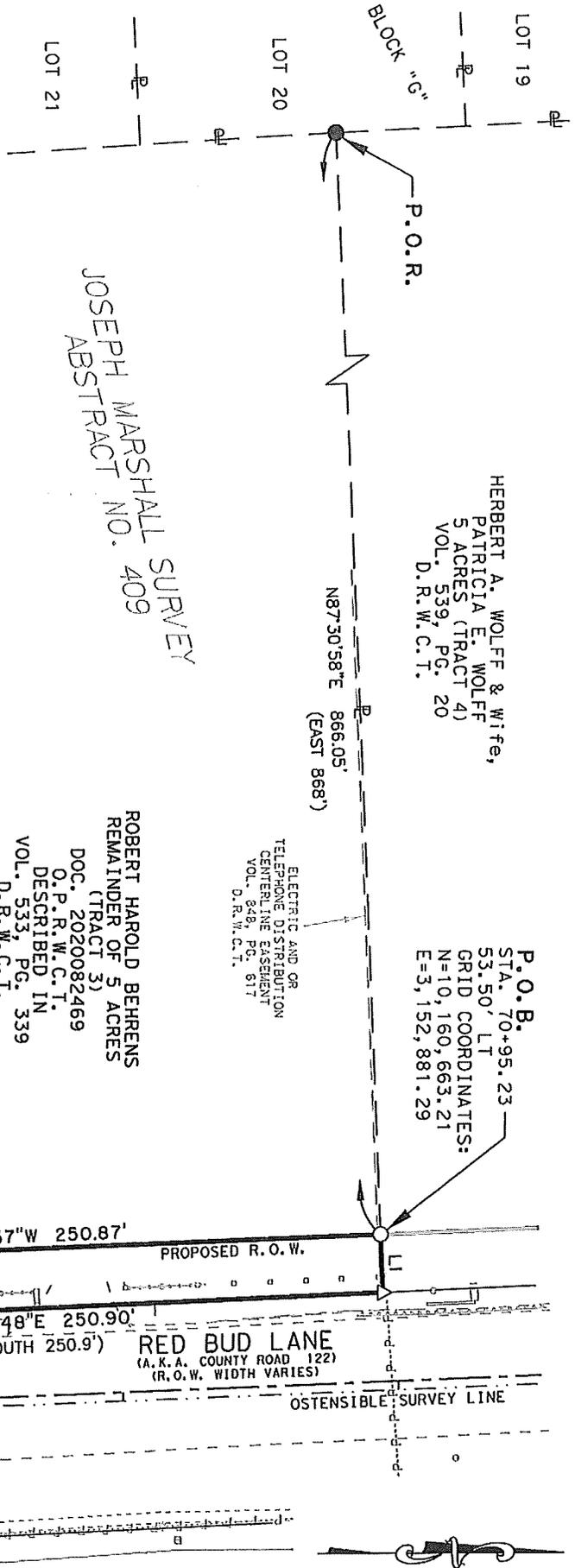
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



EXHIBIT " " PLAT TO ACCOMPANY PARCEL DESCRIPTION

FOREST RIDGE, PHASE IV
CAB. 0, SLIDE 149
P.R.W.C.T.



HERBERT A. WOLFF & wife,
PATRICIA E. WOLFF
5 ACRES (TRACT 4)
VOL. 539, PG. 20
D.R.W.C.T.

P.O.B.
STA. 70+95.23
53.50' LT
GRID COORDINATES:
N=10,160,665.21
E=3,152,881.29

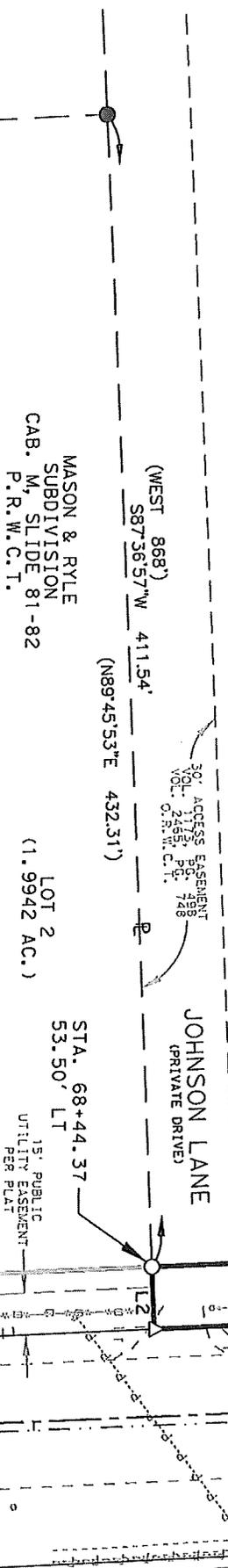
JOSEPH MARSHALL SURVEY
ABSTRACT NO. 409

ROBERT HAROLD BEHRENS
REMAINDER OF 5 ACRES
(TRACT 3)
DOC. 2020082469
O.P.R.W.C.T.
DESCRIBED IN
VOL. 533, PG. 339
D.R.W.C.T.

ELECTRIC AND OR
TELEPHONE DISTRIBUTION
CENTERLINE EASEMENT
VOL. 848, PG. 617
D.R.W.C.T.

| NO. | DIRECTION | DISTANCE |
|-----|-------------|----------|
| L1 | N87°30'58"E | 21.16' |
| L2 | S87°36'57"W | 22.27' |

9
0.125 AC.
5,448 SQ. FT.



MASON & RYLE
SUBDIVISION
CAB. M, SLIDE 81-82
P.R.W.C.T.

LOT 2
(1.9942 AC.)

PARCEL PLAT SHOWING PROPERTY OF
ROBERT HAROLD BEHRENS

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

SCALE
1" = 60'

PROJECT
RED BUD LANE

COUNTY
WILLIAMSON

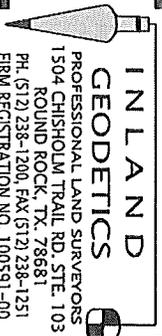
PARCEL 9
0.125 AC.
5,448 SQ. FT.
PAGE 3 OF 5

10/18/2022

EXHIBIT " "
PLAT TO ACCOMPANY PARCEL DESCRIPTION

- 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 GF NO. 2208002ARTTROW, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 24, 2022, ISSUE DATE AUGUST 31, 2022.
- 10(F). EASEMENT AS SHOWN IN INSTRUMENT FROM SWEN SWENSON ET AL TO LONE STAR STATE POWER CO., INC., A TEXAS CORPORATION, DATED AUGUST 5, 1925 AND FILED IN VOLUME 225, PAGE 29, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- G. EASEMENT AS SHOWN IN INSTRUMENT FROM AUGUSTA A. CAVANAUGH TO TEXAS POWER & LIGHT COMPANY, DATED NOVEMBER 1, 1941 AND FILED IN VOLUME 310, PAGE 433, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- H. EASEMENT AS SHOWN IN INSTRUMENT FROM VICTOR SOUTHERN AND WIFE, MAUD SOUTHERN TO TEXAS POWER & LIGHT COMPANY, DATED JUNE 8, 1950 AND FILED IN VOLUME 367, PAGE 8, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- I. EASEMENT AS SHOWN IN INSTRUMENT FROM V. A. SOUTHERN AND WIFE, MRS. V. A. SOUTHERN TO TEXAS POWER & LIGHT COMPANY, DATED APRIL 24, 1953 AND FILED IN VOLUME 390, PAGE 42, DEED RECORDS OF WILLIAMSON COUNTY, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- J. EASEMENT AS SHOWN IN INSTRUMENT FROM V. A. SOUTHERN AND WIFE, MAUD SOUTHERN TO TEXAS POWER & LIGHT COMPANY, DATED JULY 6, 1954 AND FILED IN VOLUME 400, PAGE 143, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- K. EASEMENT AS SHOWN IN INSTRUMENT FROM E.M. LAWRENCE TO TEXAS POWER & LIGHT COMPANY, DATED AUGUST 1, 1963 AND FILED IN VOLUME 464, PAGE 174, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- L. EASEMENT AS SHOWN IN INSTRUMENT FROM ROBERT H. BEHRENS AND WIFE JOYLINE M. BEHRENS TO TEXAS POWER & LIGHT COMPANY, DATED MARCH 22, 1971 AND FILED IN VOLUME 535, PAGE 675, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. EASEMENT AS SHOWN IN INSTRUMENT FROM ROBERT H. BEHRENS AND WIFE JOYLINE M. BEHRENS TO TEXAS POWER & LIGHT COMPANY, DATED AUGUST 18, 1972 AND FILED IN VOLUME 555, PAGE 280, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. EASEMENT AS SHOWN IN INSTRUMENT FROM ROBERT H. BEHRENS TO MANVILLE WATER SUPPLY CORPORATION, DATED FEBRUARY 16, 1975 AND FILED IN VOLUME 591, PAGE 971, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.
- O. EASEMENT AS SHOWN IN INSTRUMENT FROM ROBERT H. BEHRENS TO TEXAS POWER & LIGHT COMPANY, DATED JUNE 29, 1981 AND FILED IN VOLUME 848, PAGE 617, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

10/18/2022



**INLAND
 GEODETICS**
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX 78681
 PH. (512) 238-1200, FAX (512) 238-1231
 FRM REGISTRATION NO. 100591-00

SCALE 1" = 60'

PROJECT RED BUD LANE

COUNTY WILLIAMSON

PARCEL 9
 0.125 AC.
 5,448 SQ. FT.
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Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Gattis School Road/Red Bud Lane.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: