

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 3 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between CHALLENGER SCHOOL FOUNDATION, a California nonprofit corp., (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 0.367 acre (15,969 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 15**);

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 EIGHTY-THREE THOUSAND ONE HUNDRED THIRTY-SEVEN and 00/100 Dollars (\$83,137.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash 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 under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 31, 2020, 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 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 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 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, however, Seller shall otherwise be responsible for all ad valorem taxes to the date of deeded ownership transfer. 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 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

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 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.

[signature page follows]

SELLER:

CHALLENGER SCHOOL FOUNDATION,
a California nonprofit corp.

By: 

Address: 9424 South 300 West

Name: Matthew G. Cooper

Sandy, UT 84070

Its: Secretary

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: 15
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 15

DESCRIPTION OF A 0.367 ACRE (15,969 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 4.769 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO CHALLENGER SCHOOL FOUNDATION RECORDED IN DOCUMENT NO. 2015019937 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.367 ACRE (15,969 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found 544.96 feet right of proposed Gattis School Road Baseline Station 70+49.36, being the common corner of the remainder of Lot 1 and Lot 5, Block A, Interchange Business Park, Section One (Revised), a subdivision of record in Cabinet J, Slide 24-25 of the Plat Records of Williamson County, Texas, same being a point in the easterly boundary line of said 4.769 acre tract;

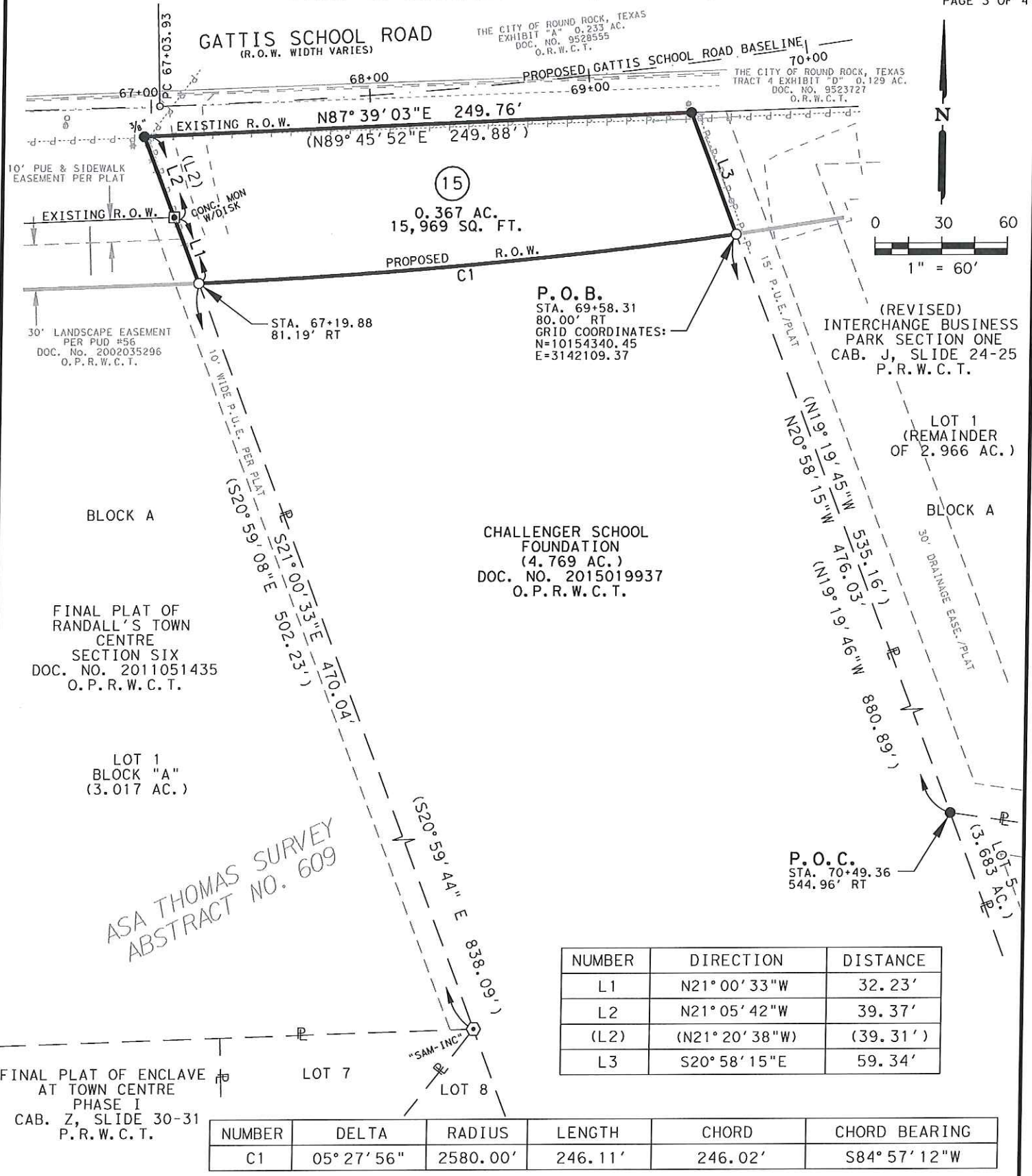
THENCE, departing said Lot 5, with the common boundary line of said remainder of Lot 1, and said 4.769 acre tract, N 20°58'15" W, for a distance of 476.03 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154340.45, E=3142109.37 TxSPC Zone 4203), 80.00 feet right of proposed Gattis School Road Baseline Station 69+58.31, being in the proposed southerly right-of-way (ROW) line of Gattis School Road, (ROW width varies), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said remainder of Lot 1, through the interior of said 4.769 acre tract, with said proposed southerly ROW line, along a curve to the right, having a delta angle of **05°27'56"**, a radius of **2580.00** feet, an arc length of **246.11** feet and a chord which bears **S 84°57'12" W**, for a distance of **246.02** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 81.19 feet right of proposed Gattis School Road Baseline Station 67+19.88, being in the westerly boundary line of said 4.769 acre tract, same being in the easterly boundary line of Lot 1, Block A (3.017 acres), Final Plat Randall's Town Centre, Section Six, a subdivision of record in Document No. 2011051435 of the Official Public Records of Williamson County, Texas, and from which, an iron rod with plastic cap stamped "SAM INC" found, being the southeasterly corner of said Lot 1, (3.017 acre tract), same being an angle point in said westerly boundary line of the 4.769 acre tract, also being the common corner of Lot 7 and Lot 8, Block D of the Final Plat of Enclave At Town Centre, Phase I, a subdivision of record in Cabinet Z, Slide 30-31, Plat Records of Williamson County, Texas bears, S 21°00'33" E, at a distance of 470.04 feet;
- 2) **THENCE**, departing said proposed southerly ROW line, with the common boundary line of said 4.769 acre tract and said 3.017 acre tract, **N 21°00'33" W**, for a distance of **32.23** feet to a concrete monument with a brass disk found, being the northeasterly corner of said 3.017 acre tract, same being an angle point in the existing southerly Right-of-Way (ROW) line of Gattis School Road, for an angle point herein;
- 3) **THENCE**, departing said 3.017 acre tract, with the common westerly boundary line of said 4.769 acre tract and said existing southerly ROW line, **N 21°05'42" W**, for a distance of **39.37** feet to a 3/8" iron rod found, being the northwesterly corner of said 4.769 acre tract, same being an angle point in said existing southerly ROW line, for the northwesterly corner of the herein described tract;
- 4) **THENCE**, with said existing southerly ROW line, same being the northerly boundary line of said 4.769 acre tract, **N 87°39'03" E**, for a distance of **249.76** feet, to a 1/2" iron rod found, being the northeasterly corner of said 4.769 acre tract, same being the northwesterly corner of said remainder of Lot 1, Interchange Business Park, for the northeasterly corner of the herein described tract;

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/01/19
PAGE 3 OF 4



NUMBER	DIRECTION	DISTANCE
L1	N21° 00' 33"W	32.23'
L2	N21° 05' 42"W	39.37'
(L2)	(N21° 20' 38"W)	(39.31')
L3	S20° 58' 15"E	59.34'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 27' 56"	2580.00'	246.11'	246.02'	S84° 57' 12"W

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
CHALLENGER SCHOOL FOUNDATION

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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PARCEL 15

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

☐	BRASS DISK IN CONCRETE FOUND	⊕	CENTER LINE
●	1/2" IRON ROD FOUND, UNLESS NOTED	ℙ	PROPERTY LINE
⊙	IRON SET W/ PLASTIC CAP STAMPED "INLAND-4933"	()	RECORD INFORMATION
⊕	IRON ROD FOUND W/PLASTIC CAP, AS NOTED	— —	LINE BREAK
⊗	COTTON GIN SPINDLE FOUND	∇	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND, UNLESS NOTED	P.O.B.	POINT OF BEGINNING
×	X CUT FOUND	P.O.C.	POINT OF COMMENCING
⊗	MAG NAIL FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	STMSE	STORM SEWER EASEMENT
△	MAG NAIL SET	SSE	SANITARY SEWER EASEMENT
△	CALCULATED POINT	P.U.E.	PUBLIC UTILITY EASEMENT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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.1920241-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 23, 2019, ISSUE DATE JUNE 4, 2019.

- 10I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 362, PAGE 63, OF THE DEED RECORDS OF WILLIAMSON COUNTY, DOES NOT AFFECT.
- J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 848, PAGE 661, OF THE DEED RECORDS OF WILLIAMSON COUNTY, SUBJECT TO.
- K. BUILDING SETBACK REQUIREMENTS AS SET FORTH IN VOLUME 844, PAGE 912, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 24 FEB 2020



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

	ACRES	SQUARE FEET
ACQUISITION	0.367	15,969
CALC/DEED AREA	4.769	207,738
REMAINDER AREA	4.402	191,769

**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
CHALLENGER SCHOOL FOUNDATION

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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PARCEL 15

EXHIBIT "B"

Parcel 15

DEED

Gattis School Road Ph. 3 Right of Way

THE STATE OF TEXAS

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§
§

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 BY THESE PRESENTS:

That CHALLENGER SCHOOL FOUNDATION, a California nonprofit corp., hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, 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 CITY OF ROUND ROCK, TEXAS, 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:

All of that certain 0.367 acre (15,969 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 15**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

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 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.

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 6th day of April, 2020.

[signature page follows]

GRANTOR:

CHALLENGER SCHOOL FOUNDATION,
a California nonprofit corp.

By: *Matthew G. Cooper*

Name: Matthew G. Cooper

Its: Secretary

ACKNOWLEDGMENT

STATE OF UTAH

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COUNTY OF SALT LAKE

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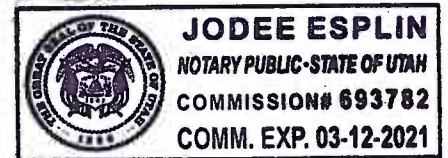
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This instrument was acknowledged before me on this the 6th day of April,
2020 by Matthew G. Cooper, in the capacity and for the purposes and consideration
recited therein.

Jodee Esplin
Notary Public, State of UTAH

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
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: