

EXHIBIT

"A"

REAL ESTATE CONTRACT

Chisholm Trail Road (Phase III) Right of Way

State of Texas
County of Williamson

THIS REAL ESTATE CONTRACT ("Contract") is made by and between LEROY L. LANGE and RUTH S. LANGE, (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 tract of land containing a total of 0.342 acre, more or less, being a part of and out of the David Curry Survey, Abstract No. 130, Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

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", 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 described in Exhibit "A" and the acquisition of any improvements on the Property shall be the sum of FIFTY SEVEN THOUSAND FIVE HUNDRED and 00/100 Dollars (\$57,500.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct a five (5) foot high galvanized chain link fence along the new boundary line of the Property acquired herein and the remaining property of Seller. By execution of this contract Seller hereby agrees and grants Purchaser a temporary construction easement on the remaining property of Seller to carry out the obligations of this paragraph. Purchaser agrees to begin construction of the chain link fence as soon as is practicable after the execution of this Contract by Seller, and further agrees that the construction of the new fencing shall be completed no later than 45 days after the Closing of this transaction.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

(1) 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;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before May 31, 2013, 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 Special Warranty 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.

The deed shall be in the form as shown in Exhibit "B" attached hereto.

(2) Deliver to 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."
- (3) Deliver to Purchaser possession of the Property if not previously done.

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. 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.

**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, which date is indicated beneath the Mayor'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.

Possession and Use Agreement

8.12. By execution of this contract Seller agrees to grant and allow Purchaser to possess and use the Property for the purposes of carrying out Purchaser's fence construction and installation obligations as set out in Paragraph 2.03 above. This right of possession and use for the Property shall automatically expire and become merged with the conveyance of title to the Property upon completion of the Closing of this transaction.

SELLER:

Leroy L. Lange
Leroy L. Lange

Date: 4-22-2013

Address: 3000 Chisholm Tr
Round Rock, TX
78681

Ruth S. Lange
Ruth S. Lange

Date: 4-22-2013

Address: 3000 Chisholm Tr
Round Rock, TX
78681

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____

**ADDENDUM TO REAL ESTATE CONTRACT
LANGE TO CITY OF ROUND ROCK**

IN GENERAL. This addendum (the "Addendum") is executed on the date set forth below to the *Real Estate Contract (Chisholm Trail Road Phase III Right of Way)* between **LEROY L. LANGE and wife, RUTH S. LANGE** ("Seller" whether one or more) and **CITY OF ROUND ROCK** ("Buyer", whether one or more) ("Contract"). To the extent of any conflicts between the terms of this Addendum and the terms of the Contract, the terms of this Addendum shall control.

ARTICLE I: PURCHASE AND SALE

Article I of the Contract shall be amended to include the following paragraph at the end of this Article:

Seller and Purchaser acknowledge that Purchaser is purchasing the Property for the purpose of the enlargement of the public right of way known as Chisholm Trail. The parties acknowledge that such Property borders the entire frontage of Seller's Property so that the Property being purchased is located between Seller's remaining property and the existing Chisholm Trail public road. Seller is selling the Property to Purchaser based upon Purchaser's representation that Seller shall have full access for ingress and egress from Seller's remaining property to the Chisholm Trail public road and would not, but for such representation, sell the Property to Purchaser.

ARTICLE IV-A: REPRESENTATIONS OF PURCHASER

The Contract shall be amended to add the new Article IV-A, and the following:

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

- (1) Purchaser is purchasing the Property to enlarge the roadway for Chisholm Trail public road; and
- (2) Seller shall have full access for ingress and egress from Seller's remaining property to the Chisholm Trail public road.
- (3) Purchaser acknowledges that Seller would not, but for the truth of such representations, sell the Property to Purchaser.

ARTICLE VIII: MISCELLANEOUS

Article VIII of the Contract shall be amended to the addition of the following Sections. 8.13 & 8.14:

As Is Sale

8.13. Notwithstanding anything in the Contract (attached hereto between the Seller and Buyer described below) or any other addendum thereto to the contrary, the Property shall be in its present condition at Closing Date; however, Seller and Buyer agree that) Buyer is taking the Property (and improvements thereon, if any) "AS IS" with any and all latent and patent defects and that there are no

warranties by Seller, Seller's agents nor attorneys with respect to the Property (other than warranties of title in the deed), but Buyer is relying upon Buyer's independent examination of the Property. Buyer takes the Property with the express understanding that there are no express or implied warranties (except limited warranties of title in the deed and those specified in the Contract). This paragraph will survive the Closing.

No Property Condition Addendum Required

8.14. The parties acknowledge that no Property Condition Addendum is required in this transaction for this is an exempt transaction, as a sale to a governmental entity as provided by Sec. 5.008 (e)(9) of the Texas Property Code.

OTHER PROVISIONS. The remaining provisions of the Contract are affirmed by the parties, subject to the provisions amending such Contract as contained in this Addendum.

SELLER:

PURCHASER:

By Leroy L. Lange
LEROY L. LANGE

CITY OF ROUND ROCK

By: _____
ALAN McGRAW, Mayor

Ruth S. Lange
RUTH S. LANGE

4-22, 2013
Date

Date

EXHIBIT "A"

Right-Of-Way Parcel

METES AND BOUNDS DESCRIPTION

OF A

0.342 ACRE TRACT OF LAND OUT OF THE

LEROY L. LANGE AND WIFE, RUTH S. LANGE TRACT

LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING a 0.342 acre (14,915 square feet) tract of land situated in the David Curry Survey, Abstract No. 130, City of Round Rock, Williamson County, Texas; said 0.342 acre tract being a part of the remainder of that certain called 396.2 acre tract of land described in a Warranty Deed to Leroy L. Lange and wife, Ruth S. Lange, filed on December 23, 1986, and recorded in Volume 1462, Page 240 of the Official Records of Williamson County, Texas (O.R.W.C.T.); said 0.342 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the southeast corner of the herein described tract, same being the northeast corner of a 20 foot wide right-of-way (R.O.W.) dedication as shown on the Final Plat of American Freightways Addition, filed on March 9, 1999, and recorded in Cabinet Q, Slides 354-355 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), said point also marking an angle point on the existing west right-of-way (R.O.W.) line of Chisholm Trail (having a variable width);

THENCE, South 87° 29' 50" West, with the north line of said R.O.W. dedication, at a plat distance call of 20.03 feet passing the northwest corner of said 20 foot wide R.O.W. dedication, same marking the northeast corner of Lot 1, Block A of said American Freightways Addition, continuing with the north line of said Lot 1, Block A, in all a total distance of **35.06 feet** to a 1/2 inch iron rod with orange plastic cap stamped "Wallace Group" set for the southwest corner of the herein described tract;

THENCE, departing the north line of said Lot 1, Block A, and traveling across the interior of said 396.2 acre remainder tract, the following four (4) courses and distances:

- 1) **North 00° 48' 04" East**, a distance of **30.07 feet** to a calculated point for a corner of the herein described;
- 2) **North 45° 48' 04" East**, a distance of **21.21 feet** to a calculated point for a corner of the herein described;
- 3) **North 00° 48' 04" East**, a distance of **675.54 feet** to a calculated point for the northwest corner of the herein described;
- 4) **South 89° 11' 02" East**, a distance of **19.93 feet** to a 1/2 inch iron rod with "Wallace cap" found for the northeast corner of the herein described, said point being on the common existing west R.O.W. line of said Chisholm Trail and an east line of said 396.2 acre remainder tract;

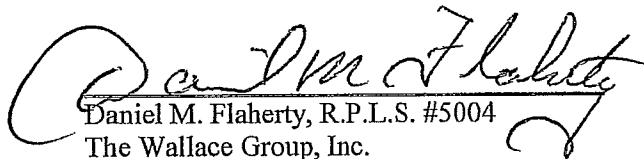
Exhibit "A" continued
Description of a 0.342 acre tract

THENCE, **South 00° 47' 44" West**, with the common existing west R.O.W. line of said Chisholm Trail and an east line of said 396.2 acre remainder tract, a distance of **718.59 feet** to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.342 acre (14,915 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas in March of 2013.

Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone, NAD83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

An exhibit drawing of even survey date herewith accompanies this metes and bounds description.

I, Daniel M. Flaherty, Registered Professional Land Surveyor No. 5004, State of Texas, do hereby certify that this metes and bounds description and exhibit drawing A-4541 attached hereto were prepared from an actual survey of the property performed on the ground and that the same is true and correct.



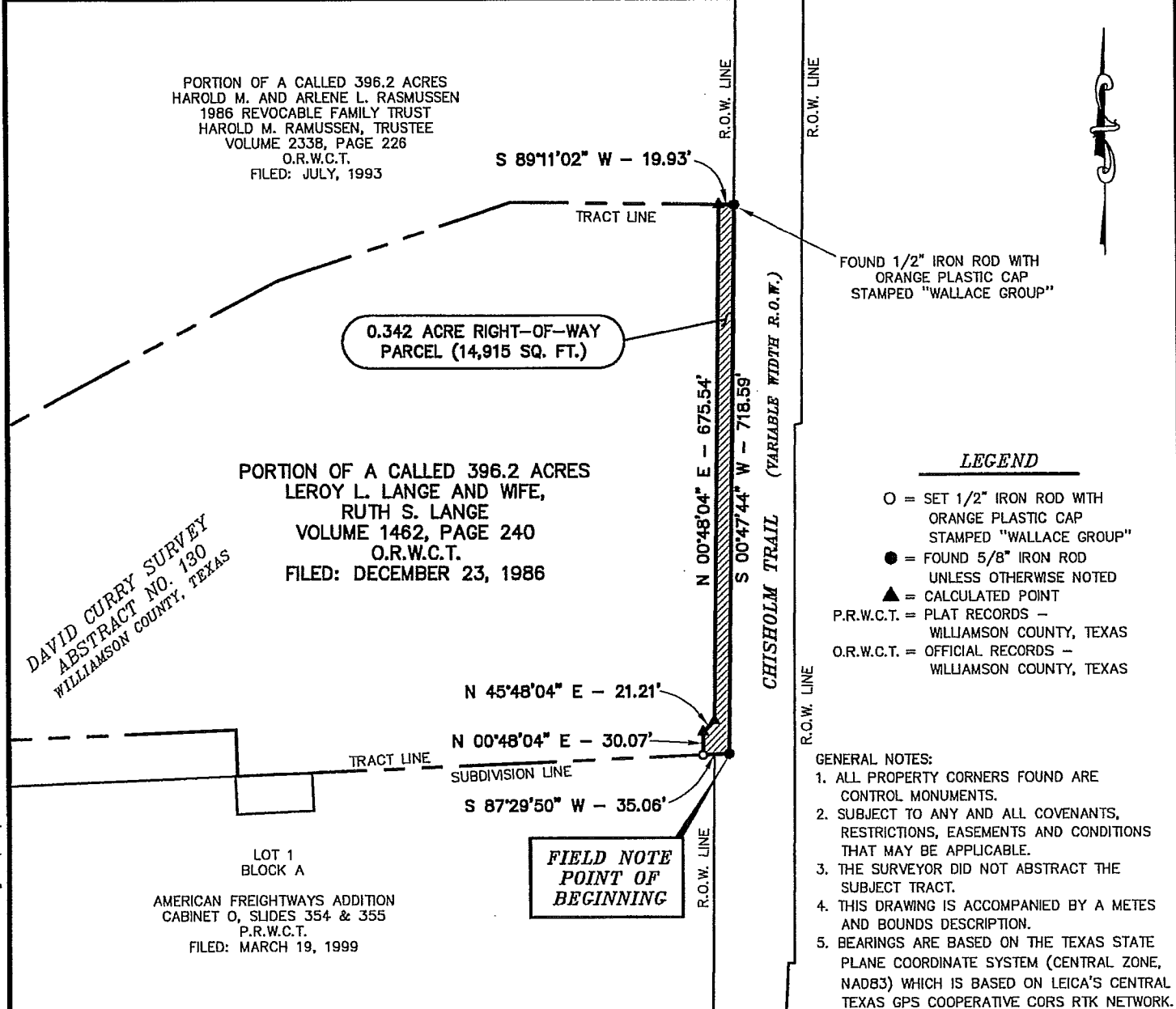
Daniel M. Flaherty, R.P.L.S. #5004
The Wallace Group, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 218-0065
Work Order No. 22587
See attached Plat No. A-4541
22587-FN05.doc



03-22-2013
Date

EXHIBIT "A"

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF
 A PROPOSED 0.342 ACRE RIGHT-OF-WAY PARCEL
 LOCATED IN THE DAVID CURRY SURVEY, ABSTRACT 130
 AND BEING A PORTION OF A CALLED 396.2 ACRES DESCRIBED IN A WARRANTY DEED TO
 LEROY L. LANGE AND WIFE, RUTH S. LANGE RECORDED IN VOLUME 1462, PAGE 240 OF THE
 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS



The Wallace Group, Inc.

One Chisholm Trail, Suite 130, Round Rock, Texas 78681 (512) 248-0065
 Engineers ■ Architects ■ Planners ■ Surveyors
 Waco * Killeen * Dallas * Round Rock

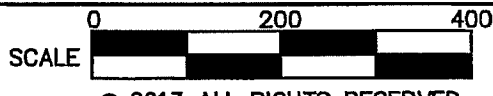


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT
 THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND
 SURVEYS IN THE STATE OF TEXAS. THIS THE 22ND DAY OF MARCH, 2013.

Daniel M. Flaherty
 DANIEL M. FLAHERTY, RPLS NO. 5004

SURVEYED: 10-17-12

3 OF 3



PLAT NO. A-4541 DRAFT DATE 03-22-2013 DRAWN BY TAB
 WORK ORDER NO. 22587 FIELDBOOK/PG. 144/52 TAB # A-4541
 DIGITAL FILE 22587R-ROW TRACTS F/N # 22587-FN05

© 2013 ALL RIGHTS RESERVED

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SPECIAL WARRANTY DEED
Chisholm Trail Road (Phase III)

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, the City of Round Rock, Texas is authorized to purchase land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed downtown parking improvement project ("Project"); and,

WHEREAS, the purchase of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, LEROY L. LANGE and RUTH S. LANGE, 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 the City of Round Rock, Texas, 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 the 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, being more particularly described as follows:

All of that certain tract of land containing a total of 0.342 acre, more or less, being part of and out of the David Curry Survey, Abstract No. 130, City of Round Rock, Williamson County, Texas, being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

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 any wise belonging unto the City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the 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, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2013.

GRANTOR:

Leroy L. Lange

Ruth S. Lange

Acknowledgment

State of Texas §
County of Williamson §

This instrument was acknowledged before me on this the ____ day of _____, 2013 by Leroy L. Lange and Ruth S. Lange, 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
Round Rock, Texas 78664

GRANTEE'S ADDRESS:

City of Round Rock
221 East Main
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

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