EXHIBIT
"A"

REAL ESTATE CONTRACT

Red Bud (South) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **AARON HENRICKSEN** and **NATALIA HENRICKSEN** (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 0.073- acre (3,178 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 20).

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 fee simple Property interests described in Exhibit "A" shall be the sum of TWENTY-ONE THOUSAND SIX HUNDRED TEN and 00/100 Dollars (\$21,610.00).
- 2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of TWO HUNDRED TWENTY-SIX THOUSAND ONE HUNDRED TWENTY-FIVE and 00/100 Dollars (\$226,125.00).

Payment of Purchase Price

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

Special Provisions

2.03. <u>Driveway Replacement</u>. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed Red Bud roadway improvement construction project on the Property it shall at its sole expense cause the reconstruction of a driveway connection between the proposed road improvements and the remaining property line of Seller. The driveway construction shall include any required culverts and drainage according to City of Round Rock design standards and shall otherwise be constructed in substantial compliance with the plans, notes and specifications as shown in Exhibit "C" attached hereto and incorporated herein. By execution of this Contract Seller agrees to allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the time period necessary to carry out the obligations of this paragraph.

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 October 31, 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 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 for 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 October 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:

AARON HENRICKSEN

Aaron Henricksen (Sep 18, 2023 19:41 CDT)

AARON HENRICKSEN

Date: _Sep 18, 2023

Address: 836 Red Bud Ln

Round Rock, TX 78664

Natalia Henricksen
atalia Henricksen (Sep 18, 2023 19:43 CDT)

NATALIA HENRICKSEN

Date: _Sep 18, 2023

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: 20

Project: Red Bud Lane

PROPERTY DESCRIPTION FOR PARCEL 20

DESCRIPTION OF A 0.073 ACRE (3,178 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOSEPH MARSHALL SURVEY, ABSTRACT NO. 409, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 16 OF THE OLD OAK ESTATES SUBDIVISION RECORDED IN CABINET D, SLIDE 49 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO AARON HENDRICKSEN AND NATALIA HENDRICKSEN RECORDED IN DOCUMENT NO. 2021173877 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS (O.P.R.W.C.T.), SAID 0.073 ACRE (3,178 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, being the southwesterly corner of Lot 15, the southeasterly corner of Lot 12, and the northwesterly corner of Lot 11 all of said subdivision, same being the northwesterly corner of said Lot 16;

THENCE with the common boundary line of said Lot 15 and said Lot 16, N 87°37'09" E, for a distance of 211.45 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 103+86.68 (Grid Coordinates determined as N=10,163,950.57, E=3,152,745.54 (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;

- THENCE, departing said proposed ROW line, with the common line of said Lot 15 and said Lot 16, N 87°37'09" E, passing at a distance of 7.61 feet a 1/2" iron rod found, being the northwesterly corner of a 10 foot wide Road Easement per said plat and continuing for a total distance of 17.61 feet to a calculated point in the existing westerly ROW line of Red Bud Lane (C.R. 122), (ROW width varies), being the southeasterly corner of said Lot 15, for the northeasterly corner of said Lot 16 and of the herein described parcel;
- 2) THENCE, departing said Lot 15, with said existing westerly ROW line, being the easterly boundary line of said Lot 16, S 02°31'34" E, for a distance of 180.03 feet to a calculated point, being the northeasterly corner of that called 2.93 acre tract described in Document No. 1997034614 of the O.P.R.W.C.T., to David B. Fuchs and Karla K. Fuchs, for the southeasterly corner of said Lot 16, and of the herein described parcel;
- 3) THENCE, departing said existing westerly ROW line of Red Bud Lane, with the northerly boundary line of said 2.93 acre tract, same being the southerly boundary line of said Lot 16, S 87°34'35" W, passing at a distance of 10.00 feet a 1/2" iron rod found, being the southwesterly corner of said 10 foot wide Road Easement and continuing for a total distance of 17.69 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set 49.50 feet left of Red Bud Lane Baseline Station 102+06.63 in said proposed ROW line, for the southwesterly corner of the herein described parcel;
- 4) THENCE, departing said 2.93 acre tract, through the interior of said Lot 16, with said westerly proposed ROW line N 02°30'12" W, for a distance of 180.05 feet to the POINT OF BEGINNING, containing 0.073 acre (3,178 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

8

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

8

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

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics

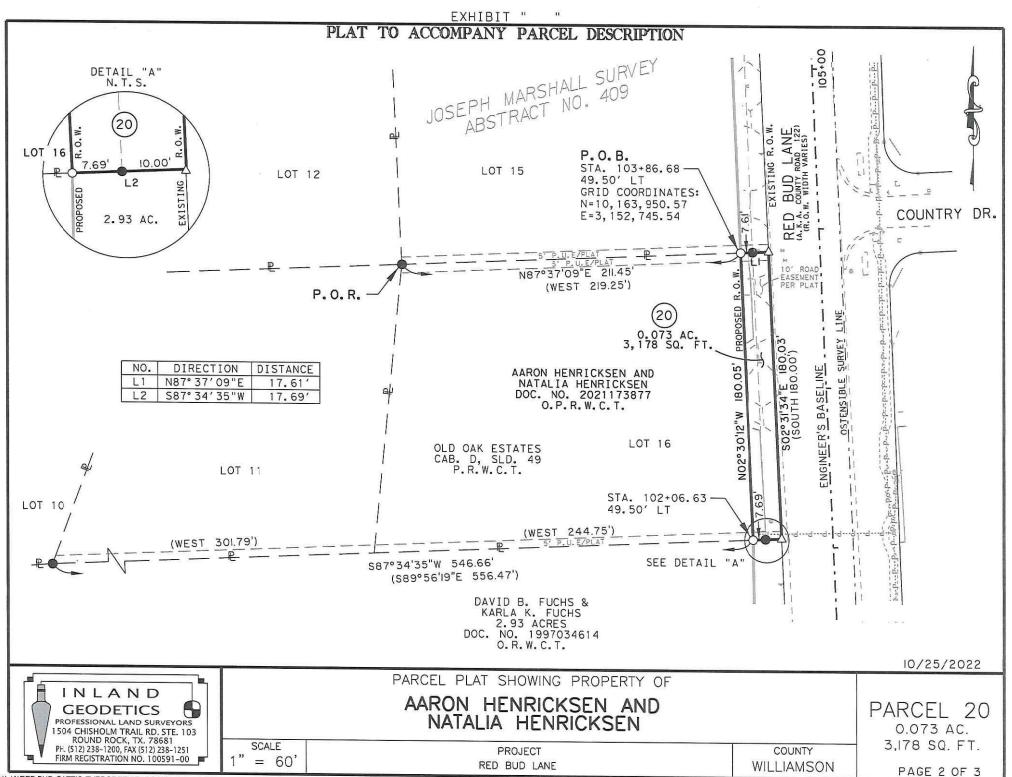
Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 20-HENDRICKSEN\PARCEL 20-HENDRICKSEN.doc

Date

STEPHEN THUESD



PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

•	1/2" IRON PIPE FOUND UNLESS NOTED		
A	80D NAIL FOUND	_/\ _	LINE BREAK
0	IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW 4933" SET	P.O.B.	POINT OF BEGINNING
•	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.R.	POINT OF REFERENCE RECORD INFORMATION
	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
⊕	COTTON GIN SPINDLE FOUND	D.R.W.C.T.	DEED RECORDS
×	X CUT IN CONCRETE FOUND	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS
Δ	CALCULATED POINT		WILLIAMSON COUNTY, TEXAS
P	PROPERTY LINE DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC 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 22080035RTROW, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 02, 2022, ISSUE DATE OCTOBER 07, 2022.

- 1. RESTRICTIVE COVENANTS: CABINET D, SLIDE 49, PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, SUBJECT TO.
- 10(F). THE FOLLOWING MATTER(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON PLAT/MAP RECORDED IN CABINET D, SLIDE 49, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS:
- 30' BUILDING LINE ALONG THE NORTHERLY AND EASTERLY PROPERTY LINE(S), SUBJECT TO.
- 10' UTILITY EASEMENT ALONG THE WESTERLY PROPERTY LINE(S), DOES NOT AFFECT.
- 5' UTILITY EASEMENT ALONG THE NORTHERLY AND SOUTHERLY PROPERTY LINE(S), AFFECTS AS SHOWN
- 10' ROAD EASEMENT ALONG THE EASTERLY PROPERTY LINE(S), AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE

DATE

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, TEXAS 78681



10/25/2022

PARCEL PLAT SHOWING PROPERTY OF

AARON HENRICKSEN AND NATALIA HENRICKSEN

SCALE 1" = 60

PROJECT RED BUD LANE COUNTY

PARCEL 20 0.073 AC. 3,178 SQ. FT.

PAGE 3 OF 3

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

S:\LJA\RED BUD-GATTIS-EVERGREEN\PARCELS\PARCEL 20-HENRICKSEN\PARCEL 20-HENRICKSEN-REV.dgn

Parcel 20

DEED

Red Bud Lane (South) Right of Way

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **AARON HENRICKSEN AND NATALIA HENRICKSEN**, 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 (the "Property"):

All of that certain 0.073-acre (3,178 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 20**).

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 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:	
Aaron Henricksen	
	ACKNOWLEDGMENT
STATE OF TEXAS	§
COUNTY OF	§ § §
This instrument was acknow 2023 by Aaron Henricksen in therein.	owledged before me on this the day of, the capacity and for the purposes and consideration recited
	Notary Public, State of Texas
GRANTOR:	
Natalia Henricksen	
	<u>ACKNOWLEDGMENT</u>
STATE OF TEXAS	§ .
COUNTY OF	
This instrument was acknown 2023 by Natalia Henricksen in therein.	owledged before me on this the day of, the capacity and for the purposes and consideration recited
	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:

