

EXHIBIT

"A"

REAL ESTATE CONTRACT

Red Bud South Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HEB Grocery Company n/k/a H-E-B, LP**, a Texas limited partnership (referred to in this Contract as "Seller") 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 agrees to sell and to convey, and Purchaser agrees to purchase and to pay for, for use as a public right-of-way and no other purpose, the tract(s) of land described as follows:

All of that certain 0.103 acre (4,487 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**);

together with all and singular the rights and appurtenances pertaining to the property on a non-exclusive basis such that the conveyance hereof does not diminish the rights pertaining to the adjacent property returned by Seller, 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 Parcel 3 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 TWENTY-ONE THOUSAND FIVE HUNDRED THIRTY-SEVEN and 00/100 Dollars (\$121,537.00).

Payment of Purchase Price

2.02. The full amount of the Purchase Price shall be payable by Purchaser to Seller in cash at the Closing.

ARTICLE III CLOSING CONDITIONS

3.01. 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.

3.02. Purchaser 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 Purchaser prior to or as of the Closing.

ARTICLE IV EMINENT DOMAIN

4.01. 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 National Title Company (the "Title Company") on or before October 30, 2022 (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 Purchaser a duly executed and acknowledged Special Warranty Deed (the "Deed") conveying Seller's right, title and interest to all of the Property described in Exhibit "A", free and clear of any and all monetary liens created by Seller.

(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; 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";

(provided that Seller has no obligation to take any action pertaining thereto or satisfy any requirements thereunder except as expressly set forth herein).

- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (1) Pay the full amount of the Purchase Price to Seller in cash.

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, which directly result from 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.

ARTICLE VI BREACH BY SELLER

In the event Seller should fail to fully and timely perform any of its obligations hereunder or should fail to consummate the sale of the Property for any reason, except due to 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 perform any of its obligations hereunder or should fail to consummate the purchase of the Property, except due to Seller's default, Seller shall have the right to enforce specific performance of this Contract or 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 \$5,000 as liquidated damages for any failure by Purchaser hereunder.

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 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 entire agreement of the parties pertaining to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the parties with respect thereto. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding on the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

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. Seller shall have the right to void this Contract if not approved as provided on or before October 31, 2022.

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.

Legal Holidays

8.12 Notwithstanding anything contained herein to the contrary, if any date of performance or any deadline date which is set forth herein falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

Attorneys' Fees

8.13 In the event it becomes necessary for either party to file a suit to enforce this contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

[signature page follows]

SELLER:

**HEB Grocery Company n/k/a
H-E-B, LP, a Texas limited partnership**

Address: H-E-B, LP
646 S. Flores Street
San Antonio, Texas 78204
Attention: Benjamin R. Scott
Telephone: (210) 938-8766

16

By:

DocuSigned by:

BS

3066F0DA5D814F5

DS
JA

Name: Benjamin R. Scott

Its: Vice President of Real Estate

with a copy to: Golden Steves & Gordon LLP
200 E. Basse Road, Suite 200
San Antonio, Texas 78209
Attention: Ami E. Gordon
Telephone: (210) 745-3710

PURCHASER:

CITY OF ROUND ROCK, TEXAS

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

By:

Name: Craig Morgan

Its: Mayor

Date:

EXHIBIT "A"

[attached]

EXHIBIT

County: Williamson
Parcel : 3
Project: Red Bud Lane

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION OF A 0.103 ACRE (4,487 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 2 OF THE STONECREST RETAIL SUBDIVISION RECORDED IN CABINET V, SLIDES 360-361 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS (P.R.W.C.T.) DESCRIBED IN SPECIAL WARRANTY DEED (TRACT 1 PARCEL1) TO HEB GROCERY COMPANY, LP RECORDED IN DOCUMENT NO. 2007095692 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.103 ACRE (4,487 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a cotton gin spindle found, being an ell corner in the northerly boundary line of said Lot 2, same being an ell corner in the easterly boundary line of Lot 1 of said subdivision;

THENCE, with the common boundary line of said Lot 2, and said Lot 1, N 87°29'18" E, for a distance of 45.64 feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set (Grid Coordinates determined as N=10,155,849.99, E=3,153,055.17 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 with said Proposed ROW line and continuing with said common boundary line **N 87°29'18" E**, for a distance of **13.69** feet to an "X" cut in concrete found in the existing westerly ROW line of Red Bud Lane (ROW width varies), being an angle point in the easterly line of said Lot 1, for the northeast corner of said Lot 2 and of the herein described parcel;
- 2) **THENCE**, with the easterly boundary line of said Lot 2, same being said existing westerly ROW line, **S 02°34'33" E**, for a distance of **320.19** feet to a mag nail found, being the northeast corner of Lot 3 of said subdivision, same being the southeast corner of said Lot 2 and of the herein described parcel;
- 3) **THENCE**, departing said existing ROW line, with the common boundary line of said Lot 2 and said Lot 3, **S 86°56'26" W**, for a distance of **14.33** feet to an iron rod with aluminum cap stamped "CORR ROW 4933" set, and from which, an iron rod with plastic cap stamped "Spoooner 5922" found in said common boundary line bears **S86°56'26" W**, at a distance of **12.57** feet;
- 4) **THENCE**, through the interior of said Lot 2, **N 02°27'42" W**, for a distance of **320.32** feet to the **POINT OF BEGINNING**, containing **0.103** acre (**4,487** 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.

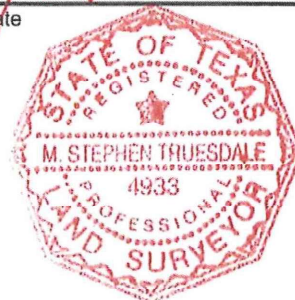
THE STATE OF TEXAS §
COUNTY OF WILLIAMSON § § KNOW ALL MEN BY THESE PRESENTS:

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.

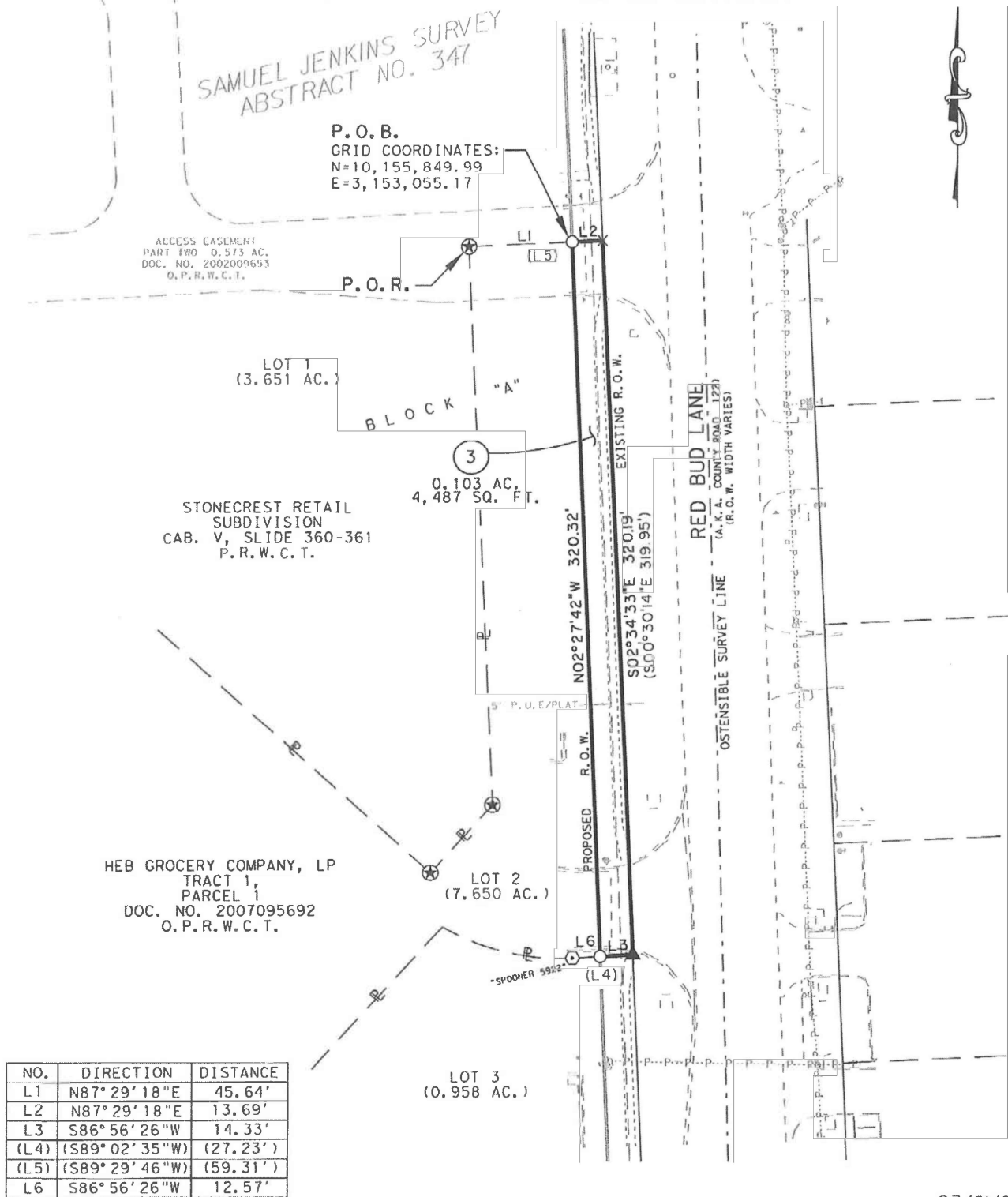
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Triesdale
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, TX 78681
S:\LJA\Aredbud-Gattis-Evergreen\Parcels\Parcel 3.Doc.

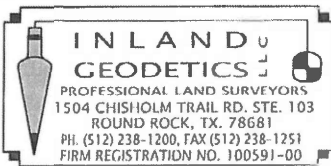
Date _____



PLAT TO ACCOMPANY PARCEL DESCRIPTION



07/21/2022



PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

PARCEL 3
0.103 ACRES
4,487 Sq. Ft.

SCALE
1" = 60'

PROJECT
RED BUD LANE

COUNTY
WILLIAMSON

PAGE 2 OF 3

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

▲	GOD NAIL FOUND	—	LINE BREAK
○	IRON ROD WITH ALUMINUM CAP	P.O.B.	POINT OF BEGINNING
⊙	STAMPED "CORR ROW 4933" SET	P.O.R.	POINT OF REFERENCE
⊗	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS
⊗	COTTON GIN SPINDLE FOUND	D.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
X	X CUT IN CONCRETE FOUND	O.R.W.C.T.	DEED RECORDS
△	CALCULATED POINT	O.P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
—	PROPERTY LINE		OFFICIAL RECORDS
↔	DENOTES COMMON OWNERSHIP		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 OF NO. T-162267, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, ISSUE DATE MAY 2, 2022.

1. RESTRICTIVE COVENANTS: CABINET V, SLIDE 360, PLAT RECORDS, DOCUMENT NO(S). 199961930, 2001019243, 2001003876, 2002009653, 2002035940, 2007095693, & 2019047552, SUBJECT TO, 2001019244 & 2002009654, DO NOT AFFECT, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

10(2), A 5 FOOT PUBLIC UTILITY EASEMENT ALONG THE EAST PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET V, SLIDE 360, THE PLAT RECORDS OF WILLIAMSON COUNTY, AFFECTS AS SHOWN.

3. DEDICATION OF 0.491 ACRES FOR ADDITIONAL RIGHT-OF-WAY ALONG THE EASTERLY PROPERTY LINE, AS SHOWN ON PLAT RECORDED IN CABINET V, SLIDE 360, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

4. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT NO. 199961930, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

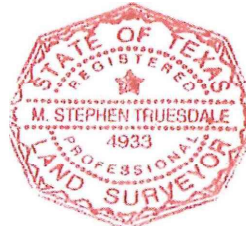
5. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN POST-CLOSING AGREEMENT OF RECORD IN DOCUMENT NO. 199961930 AND AMENDED IN DOCUMENT NO. 2001020940, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

6. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT AND DEVELOPMENT PLAN FOR WESTON PLANNED UNIT DEVELOPMENT NO. 45 OF RECORD IN DOCUMENT NO. 2001003876, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

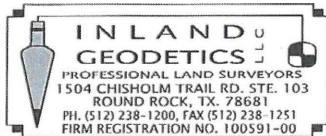
7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DECLARATION OF RESTRICTIONS, EASEMENTS AND OPERATING AGREEMENT OF RECORD IN DOCUMENT NO. 2001019243 AND AMENDED IN DOCUMENT NO. 2002009653 & 2019047552, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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 22 July 2022
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



07/21/2022



PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

SCALE
1" = 60'

PROJECT
RED BUD LANE

COUNTY
WILLIAMSON

PARCEL 3
0.103 ACRES
4,487 Sq. Ft.

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EXHIBIT "B"

Parcel 3

DEED

Red Bud 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 **HEB GROCERY COMPANY, LP n/k/a H-E-B, LP**, a Texas limited partnership 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**, for use as public right-of-way and no other purpose, 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 0.103 acre (4,487 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**)

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/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 __day of _____, 2022.

[signature page follows]

GRANTOR:

HEB Grocery Company, LP, n/k/a
H-E-B, LP, a Texas limited partnership

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

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This instrument was acknowledged before me on this the ____ day of _____,
2022 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: