

EXHIBIT**"A"****REAL ESTATE CONTRACT**

Kenney Fort Blvd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and among **AVERY RANCH COMPANY, LTD.**, a Texas limited partnership; Marta C. Avery, **Trustee of the MARTA C. AVERY EXEMPT TRUST**, a sub-trust of the Charles N. Avery III Exempt Trust under the LSA Trust Agreement effective December 24, 1992; John S. Avery, **Trustee of the JOHN S. AVERY EXEMPT TRUST**; A. Nelson Avery, **Trustee of the A. NELSON AVERY EXEMPT TRUST**; and Lucille Christina Avery Fell, **Trustee of the LUCILLE CHRISTINA AVERY FELL EXEMPT TRUST** (collectively referred to in this Contract as "Seller", whether one or more) and the **ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT CORPORATION**, a Texas nonprofit corporation (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 2.91 acre tract of land out of and situated in the Willis Donahoe, Jr. Survey, Abstract No. 173, Williamson County, Texas; and being Lot 21, Block L, Final Plat of Avery Centre East Phase 1, Section 3, a subdivision in Williamson County, Texas according to the map or plat recorded as Document No. 2022139665, Official Records of Williamson County, Texas;

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 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 TWO HUNDRED NINETY-ONE THOUSAND and 00/100 Dollars (\$291,000.00).

Payment of Purchase Price

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

ARTICLE III CONDITIONS PRECEDENT

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 conditions in Section 3.02 below (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

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.

Conditions to Seller's Obligations

3.03. The obligations of Seller hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the conditions in Sections 3.04, 3.05, and 3.06 below (any of which may be waived in whole or in part by Seller at or prior to the Closing).

3.04. 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.

3.05 The land making up the Property shall have been subdivided as a separate lot of legal record by Century Land Holdings II, LLC, a Colorado limited liability company ("Century"), the current owner of the Property.

3.06 Seller shall have acquired title to the Property from Century.

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 current, actual knowledge of Seller:

(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.

(c) Century is the current owner of the Property. Century is obligated to convey the Property to Seller in advance of the Closing pursuant to a separate agreement.

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 Texas National Title Company (the "Title Company") on or before March 30, 2023, or at such other time, date, and place as Seller and Purchaser may agree in writing if necessary allow Seller to satisfy the Conditions Precedent (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 Round Rock Transportation and Economic Development Corporation a duly executed and acknowledged Deed in conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens and restrictions, except for those matters set forth in the Deed.

(2) The Deed shall be in the form as shown in Exhibit "A-1" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser at Closing 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 the terms of such policy 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 estimated upon (a) the basis of the tax rate for the current year applied to the latest assessed valuation and (b) the relative area of the Property as compared to the larger tax parcel of which it is a part, but shall otherwise be the continuing obligation of Seller, to the extent relating to the time period on and prior to the Closing Date. 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, requested Title Policy endorsements, 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. In the event Purchaser shall fail to diligently pursue and complete its obligations under Section 2.03 of this Contract, Seller will be entitled to any and all

rights and remedies available to Seller at law or in equity. For the avoidance of doubt, the foregoing sentence shall survive the Closing under this Contract.

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.

8.08. INTENTIONALLY DELETED.

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 board of directors of Purchaser, which date is indicated beneath the President's or other authorized signer'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 PAGES FOLLOW]

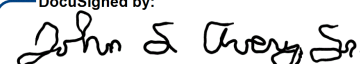
SELLER:

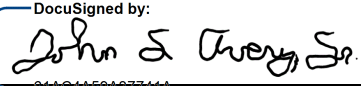
AVERY RANCH COMPANY, LTD.,

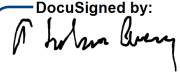
A Texas limited partnership


By: CJAC, Inc., a Texas corporation,

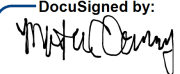
Its: General Partner

DocuSigned by:

By: _____
Name: John S. Avery
Its: President
Date: 2/6/2023

DocuSigned by:

John S. Avery, Trustee of the
John S. Avery Exempt Trust
Date: 2/6/2023

DocuSigned by:

A. Nelson Avery, Trustee of the
A. Nelson Avery Exempt Trust
Date: 2/6/2023

DocuSigned by:

Lucille Christina Avery Fell, Trustee of the
Lucille Christina Avery Fell Exempt Trust
Date: 2/6/2023

DocuSigned by:

Marta C. Avery, Trustee of the
Marta C. Avery Exempt Trust, a sub-trust of the
Charles N. Avery III Exempt Trust under the
LSA Trust Agreement effective December 24, 1992
Date: 2/6/2023

Address: c/o Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Ave., Suite 1300
Austin, Texas 78701

PURCHASER:

ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT
CORPORATION, a Texas nonprofit corporation

By: _____
Craig Morgan, President

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

Date: _____

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 Kenney Fort Blvd.

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, subject to the matters set forth herein, Grantor does hereby bind itself and its 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, but not otherwise.

Except as otherwise set forth herein and in the Real Estate Contract between Grantor and City of Round Rock, Texas for the property (the “Contract”), the property is being conveyed and sold by Grantor and purchased and accepted by City of Round Rock, Texas on an “as-is, where-is and with all faults” basis, and with any and all conditions and defects which may exist, and without the existence of and without reliance upon any representation, warranty, agreement, or statement by Grantor or anyone acting on behalf of Grantor including, without limitation, any broker, engineer, surveyor, appraiser or environmental consultants. City of Round Rock, Texas has the right under the terms of the Contract to thoroughly inspect and examine the property to the extent deemed necessary by City of Round Rock, Texas in order to enable City of Round Rock, Texas to evaluate the purchase of the property for City of Round Rock, Texas’ intended use. City of Round Rock, Texas is relying solely upon such inspections, examinations and evaluations of the property by City of Round Rock, Texas and/or City of Round Rock, Texas’ representatives in purchasing the property and shall hold Grantor harmless of any and all existing conditions and defects relative to the property.

[signature pages follow]

EXECUTED AND DELIVERED to be effective this ____ day of _____, 2023.

GRANTOR:

AVERY RANCH COMPANY, LTD.,
A Texas limited partnership

By: CJAC, Inc., a Texas corporation,
Its: General Partner

By: _____
John S. Avery
President of CJAC, Inc.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023, by **John S. Avery**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Avery Ranch Company, Ltd., a Texas limited partnership, as the President of CJAC, Inc., its General Partner, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

Notary Public -State of Texas

(Signatures and Acknowledgements of the remaining Grantors follow)

GRANTOR:

John S. Avery, **Trustee of the
John S. Avery Exempt Trust**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____,
2023, by **John S. Avery**, Trustee of the John S. Avery Exempt Trust.

Notary Public - State of Texas

GRANTOR:

A. Nelson Avery, **Trustee of the
A. Nelson Avery Exempt Trust**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by A. **Nelson Avery**, Trustee of the A. Nelson Avery Exempt Trust.

Notary Public - State of Texas

GRANTOR:

**Lucille Christina Avery Fell, Trustee of the
Lucille Christina Avery Fell Exempt Trust**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by **Lucille Christina Avery Fell**, Trustee of the Lucille Christina Avery Fell Exempt Trust.

Notary Public - State of Texas

GRANTOR:

Marta C. Avery, **Trustee of the**
Marta C. Avery Exempt Trust, a sub-trust of the
Charles N. Avery III Exempt Trust under the LSA
Trust Agreement effective December 24, 1992

CALIFORNIA ACKNOWLEDGMENT:

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACCEPTED AND AGREED TO BY:

ROUND ROCK TRANSPORTATION AND ECONOMIC DEVELOPMENT
CORPORATION, a Texas nonprofit corporation:

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

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

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

