

EXHIBIT

"A"

CONTRACT FOR PURCHASE AND SALE (401 and 425 University Boulevard, Round Rock, Texas)

THIS CONTRACT FOR PURCHASE AND SALE (this "**Contract**"), is made and entered into by and between **HRT PROPERTIES OF TEXAS, LTD.**, a Texas limited partnership ("**Seller**") and **THE CITY OF ROUND ROCK, TEXAS**, a municipal corporation located in Williamson and Travis Counties ("**Purchaser**").

Recitals

A. Reference is made to the "Chandler Creek Medical Pavilion, Final Plat of 1.84 Acres and a Replat of Lots 1A through 1D, Amended Resubdivision of Lot 1, Block B, Oakmont Centre Section Three and Lot 2, Block B, Oakmont Centre Section Three" filed on April 21, 2009, and recorded in Cabinet FF, Slides 329-331 of the Plat Records of Williamson County, Texas (the "**Plat**").

B. Seller owns the real property identified as Lot 1A, Block B, as shown on the Plat ("**Lot 1A**"), and the real property identified as Lot 1B, Block B, shown on the Plat ("**Lot 1B**"; Lot 1A and Lot 1B are sometimes individually referred to in this Contract as a "**Property**" and collectively as the "**Properties**").

C. In connection with Purchaser's planned roadway construction project along University Boulevard in Round Rock, Texas, Purchaser wishes to acquire in fee simple from Seller (1) the portion of Lot 1A described on Schedule C-1 (the "**Lot 1A Right of Way**"), and (2) the portion of Lot 1B described on Schedule C-2 (the "**Lot 1B Right of Way**"; the Lot 1A Right of Way and the Lot 1B Right of Way are sometimes individually referred to in this Contract as a "**Right of Way**" and collectively as the "**Rights of Way**").

D. In lieu of Purchaser instituting an eminent domain proceeding(s) to acquire the Rights of Way, Seller is willing to sell, and Purchaser is willing to purchase, the Rights of Way for the consideration contained in this Contract, and on the terms and conditions contained in this Contract.

THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Rights of Way. Seller agrees to sell and Purchaser agrees to purchase the Rights of Way on the terms and conditions contained in this Contract.

2. Purchase Price; Additional Consideration.

(a) The total monetary purchase price ("**Purchase Price**") shall be equal to \$159,502.00, with (a) \$95,048.00 of the Purchase Price allocated to the Lot 1A Right of Way, and (b) \$64,454.00 of the Purchase Price allocated to the Lot 1B Right of Way.

(b) As additional consideration for the sale of the Rights of Way, Purchaser agrees to grant and/or obtain the adjustments and variances described on Schedule 2(b) attached hereto (collectively, the "**Variances**"). The Variances must be detailed in a written instrument

acceptable to both parties and recorded at Closing so that they benefit each Property and run with the land on a going-forward basis.

3. Closing.

(a) The closing of the sale contemplated herein (the "Closing") shall be held at the offices of Texas American Title Company (the "Title Company") at its Round Rock office on a date and time mutually agreeable to the parties, but in no event later than July 17, 2015 (the "Outside Closing Date"). The date the Closing occurs is referred to in this Contract as the "Closing Date". If the Closing has not occurred on or before the Outside Closing Date for any reason other than a default by one of the parties (in which case the provisions of Section 12 shall control), then at the election of either party this Contract shall terminate, and neither party shall have any further duty, obligation, or liability to the other under this Contract except for such duties, obligations, or liabilities which expressly survive the termination of this Contract.

(b) At Closing, Seller shall convey the Rights of Way to Purchaser by special warranty deed (the "Deed"), and shall deliver a closing statement showing the Purchase Price and itemizing the costs and prorations described in this Contract (the "Closing Statement"). At Closing, Purchaser shall deliver the Purchase Price, the Closing Statement, and a written instrument in recordable form evidencing the Variances. The Deed shall be in the form attached hereto on Schedule 3(b).

4. Closing Costs.

(a) All Closing costs shall be paid by Purchaser, including all of its due diligence costs (including the costs of the Survey (defined below), if applicable), all closing and escrow charges, all recording fees, transfer and similar taxes, the costs of the Title Commitment and the Title Policy (both as defined below), and the costs of any endorsements to the Title Policy, if applicable. Purchaser and Seller shall each be responsible for their own attorneys' fees and expenses.

(b) Real property ad valorem taxes and assessments against the Lot 1A Right of Way for the year in which the Closing occurs shall be prorated as of the Closing Date by the Williamson County Tax Office, collected by the Title Company from the Purchase Price at Closing, and submitted to the appropriate tax collecting authority for payment. If the Closing occurs before the tax rate is fixed for the then current year, the proration of the Lot 1A Right of Way Taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

(c) Similarly, real property ad valorem taxes and assessments against the Lot 1B Right of Way for the year in which the Closing occurs shall be prorated as of the Closing Date by the Williamson County Tax Office, collected by the Title Company from the Purchase Price at Closing, and submitted to the appropriate tax collecting authority for payment. If the Closing occurs before the tax rate is fixed for the then current year, the proration of the Lot 1B Right of Way Taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

5. Possession. Possession of the Rights of Way shall be delivered to Purchaser on the Closing Date.

6. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that as of the Effective Date and the Closing Date, to Seller's actual knowledge (with no duty to investigate further):

(a) There are no parties in possession of the Rights of Way as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions (collectively, "Laws") relating to the Rights of Way, or any part thereof.

7. Title; Survey; Other Diligence Items.

(a) Purchaser has caused to be performed a survey ("Survey") of the Rights of Way, which are attached hereto on Schedule C-1 and Schedule C-2.

(b) Purchaser may, at its election, procure a title commitment (the "Title Commitment") to issue a Texas Owner's Title Policy (the "Title Policy") at Closing. In addition to the conditions precedent benefiting Purchaser contained in Section 9(a), Purchaser's obligation to consummate the transactions contemplated in this Contract are conditioned upon the Title Company being irrevocably obligated to issue the Title Policy at Closing free and clear of any and all liens and restrictions, except for the following: (i) all Laws, (ii) any exceptions approved in writing by Purchaser, and (iii) the standard pre-printed exceptions contained in the usual form of the Title Policy, provided that with respect to such standard pre-printed exceptions, (A) the boundary and survey exception shall be deleted, assuming Purchaser obtains the Survey and pays the costs of any necessary endorsement, (B) the exception as to restrictive covenants shall be endorsed "None of Record", assuming the same is true and Purchaser pays the costs of any necessary endorsement, 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", if that is in fact the case and assuming Purchaser pays for any necessary endorsement. Should Purchaser object to any title or Survey matter, Seller shall provide Purchaser with any reasonable assistance requested to cure such matters, but Purchaser shall be solely responsible for all costs associated with any curative items. Should Seller not cure such matters, the same shall not be a default by Seller, but Purchaser shall have the benefit of the condition precedent described above, as well as the condition precedent contained in Section 9(a) below.

8. Entry Upon Rights of Way. At all times prior to Closing, Purchaser shall have the right to enter upon the Rights of Way (and access through the Properties as is reasonably necessary to enter the Rights of Way), personally or through agents, employees and contractors, for the purpose of making boundary line and/or topographical surveys, conducting soil and/or environmental tests, taking photographs and in general performing such other acts with respect to the Rights of Way and its environs as are deemed necessary or appropriate by Purchaser in its reasonable discretion. Purchaser shall bear the costs of such acts and, to the extent allowed by law, shall indemnify, defend and hold Seller harmless against any and all losses, claims or

expenses (including reasonable attorneys' fees) resulting from personal injury or property damage caused by Purchaser, its agents, employees or contractors. Purchaser shall repair any damage to the Rights of Way and/or Properties caused by Purchaser or its agents, employees or contractors resulting from the entry permitted by this section and restore the Rights of Way and/or Properties to the condition existing prior to such entry. The obligations contained in this Section shall survive the termination of this Contract.

9. Conditions Precedent.

(a) Purchaser's obligation to consummate the transactions contemplated in this Contract are conditioned upon (i) Seller having 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 at or prior to Closing, and (ii) the status of title to the Rights of Way being acceptable to Purchaser in its sole discretion.

(b) Seller's obligation to consummate the transactions contemplated in this Contract are conditioned upon (i) Purchaser having 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 at or prior to Closing, (ii) Purchaser granting and/or obtaining the Variances, and (iii) the Variances being detailed in a recordable, written instrument acceptable to both parties in their sole discretion.

(c) If a party's conditions precedent to Closing have not been met on or prior to the Closing, and provided the same does not constitute a default under this Contract (in which case the provisions of Section 12 shall control), then this Contract shall terminate upon such party's written notice to the other, and neither party shall have any further duty, obligation, or liability under this Contract, except for such duties, obligations, or liabilities which expressly survive the termination of this Contract.

10. Risk of Loss. All risk of loss with respect to the Rights of Way shall remain with the Seller until the Closing Date, after which all risk of loss shall be with Purchaser.

11. Nature of Sale. The Rights of Way are being sold to Purchaser in their "AS IS, WHERE IS" condition, with all faults, without any representation or warranty of any kind, except (a) as contained in this Contract, which representations and warranties shall merge with the Deed, and (b) the covenants of title contained in the Deed. Except for the representations and warranties contained in this Contract and the covenants of title contained in the Deed, Purchaser waives, and Seller expressly disclaims, all representations and warranties with respect to the Rights of Way, including the warranties of habitability and fitness for a particular purpose. PURCHASER, ON BEHALF OF ITSELF, ITS SUCCESSORS IN TITLE AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER PURCHASER, HEREBY WAIVES, RELEASES AND DISCHARGES SELLER FROM ALL CLAIMS THAT PURCHASER, ITS SUCCESSORS IN TITLE OR PARTIES CLAIMING BY, THROUGH OR UNDER PURCHASER HAS OR MAY HAVE AGAINST SELLER RELATING TO THE RIGHTS OF WAY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING, NOT LIMITED TO, CLAIMS ARISING OR RESULTING FROM THE PRESENCE ON OR DISCHARGE FROM THE RIGHTS OF WAY OF ANY HAZARDOUS

OR TOXIC SUBSTANCES, MATERIALS, WASTES, POLLUTANTS OR CONTAMINANTS OR FROM THE ENVIRONMENTAL CONDITION OF THE RIGHTS OF WAY, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY. The provisions of this Section 11 shall be incorporated into the Deed and in all cases shall survive the Closing indefinitely.

12. Default. If this transaction fails to close by reason of Seller's failure to perform its obligations hereunder, Purchaser shall have the right, at its election and as its sole and exclusive remedy, to either (a) enforce specific performance of this Contract, or (b) terminate this Contract by giving Seller written notice thereof. If this transaction fails to close by reason of Purchaser's failure to perform its obligations hereunder, Seller shall have the right to terminate this Contract by giving Purchaser written notice thereof as its sole remedy.

13. Notice. Any notice or consent authorized or required by this Contract shall be in writing and: (i) sent via facsimile; or (ii) sent postage prepaid by certified mail, return receipt requested; or (iii) sent by a nationally recognized overnight carrier that guarantees next day delivery, directed to the other party at the address or fax number set forth in this Section 13 or such other parties, addresses or fax numbers as may be designated by either Purchaser or Seller by notice given from time to time in accordance with this Section 13.

To Purchaser:

The City of Round Rock, Texas
Attn: John Dean
2008 Enterprise Drive
Round Rock, Texas 78664
Fax: (512) 218-5536

With a required copy to:

Sheets & Crossfield, P.C.
Attn: Don Childs
309 East Main Street
Round Rock, Texas 78664
Fax: (512) 225-8986

To Seller:

HRT Properties of Texas, Ltd.
Attn: Robert E. Hull
3310 West End Avenue, Suite 700
Nashville, Tennessee 37203
Fax: (615) 690-8410

With a required copy to:

HRT Properties of Texas, Ltd.
Attn: Stephen E. Cox, Jr.
3310 West End Avenue, Suite 700
Nashville, Tennessee 37203
Fax: (615) 463-7739

Notice delivered pursuant to subsection (i) of this section shall be deemed received upon written confirmation of delivery generated by the sending machine, provided that any notice received on a non-business day or after 5:00 p.m. at the receiving locale on a business day shall not be deemed received until the next business day. Notice given pursuant to subsections (ii) and (iii) of this Section shall be deemed delivered upon receipt by the recipient or the refusal to accept delivery of the same by recipient, as the case may be.

14. Real Estate Commission. Each party represents and warrants that it has no agreement with any broker, finder, real estate agent, or other similar person in connection with the sale and purchase contemplated herein. Purchaser shall indemnify, defend, and hold Seller harmless from and against any claim, loss, suit, cost, expense, or other damage resulting from or arising out of Purchaser's breach of the foregoing representation and warranty. Seller shall indemnify, defend, and hold Purchaser harmless from and against any claim, loss, suit, cost, expense, or other damage resulting from or arising out of Seller's breach of the foregoing representation and warranty.

15. Time of the Essence. Time is of the essence of this Contract.

16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to that state's conflicts of laws principals.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto with respect to the matters to which it pertains and may be amended only by written agreement signed by both Purchaser and Seller.

18. Assignment. Neither party may assign this Contract or its rights hereunder.

19. Execution and Delivery. The "**Effective Date**" shall be the latest date that this Contract is executed by either party. This Contract may be executed in counterpart and delivered via facsimile.

20. Interpretation. The section headings used herein are for convenience purposes only and do not constitute matters to be construed in interpreting this Contract. This Contract was drafted by Seller for convenience purposes only and shall not be construed for or against Seller on such basis. In this Contract, the singular includes the plural and the plural the singular; words importing any gender include the other gender; references to statutes, regulations or ordinances are to be construed as including all provisions consolidating, amending or replacing the referenced statute, regulation or ordinance; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments to or changes in such agreements or instruments; references to persons include their permitted successors and assigns; use of the terms "include" or "including" are deemed modified by the phrase "without limitation" in each instance; references to a "Section" "paragraph" or "article" shall mean a provision of this Contract unless otherwise expressly stated; the terms "herein" and "hereof" refer to this Contract; references to all schedules and exhibits in this Contract mean the schedules and exhibits attached to this Contract (unless stated otherwise), each of which are fully incorporated into this Contract.

21. Recitals. The recitals are incorporated into this Contract.

(Signatures on the following pages)

IN WITNESS WHEREOF, Seller has executed this Contract on the date set forth below.

HRT PROPERTIES OF TEXAS, LTD., a Texas
limited partnership

By: Healthcare Acquisition of Texas, Inc., its
general partner

By: Robert E. Hull

Printed Name: Robert E. Hull

Date: 05/06/15

IN WITNESS WHEREOF, Purchaser has executed this Contract on the date set forth below.

THE CITY OF ROUND ROCK, TEXAS

By: _____

Its: _____

Date: _____

SCHEDULE C-1

Lot 1A Right of Way

(This Schedule consists of the metes and bounds description of the Lot 1A Right of Way and the Survey depiction of the same)

EXHIBIT "A"

17.5 Foot Wide Right-Of-Way Acquisition

**METES AND BOUNDS DESCRIPTION
OF A
0.077 ACRE TRACT OF LAND OUT OF THE
HRT PROPERTIES OF TEXAS, LTD. TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.077 ACRE (3,335 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.077 ACRE TRACT BEING A PORTION OF LOT 1A, BLOCK B, CHANDLER CREEK MEDICAL PAVILION, FILED ON APRIL 21, 2009, AND RECORDED IN CABINET FF, SLIDES 329-331 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.077 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND (PARCEL 2) DESCRIBED IN A SPECIAL WARRANTY DEED TO HRT PROPERTIES OF TEXAS, LTD., FILED SEPTEMBER 29, 2006, AND RECORDED IN DOCUMENT NO. 2006085080 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.077 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with orange collar stamped "Baker-Aicklen Round Rock, TX" found marking the northwest corner of said Lot 1A and the herein described tract, same being the northernmost northeast corner of Lot 1B, Block B of said Chandler Creek Medical Pavilion, said point also being on the southerly right-of-way (R.O.W.) line of University Boulevard (a variable width R.O.W.);

THENCE North 69° 25' 31" East, with the common southerly R.O.W. line of said University Boulevard (Blvd.) and the northerly line of said Lot 1A, Block B, a distance of 181.80 feet to a calculated point for the northeast corner of the herein described tract, said point also marking the northwest end of a corner clip at the intersection of southerly R.O.W. line of said University Blvd. and the westerly R.O.W. line of Sunrise Road (a variable width R.O.W.);

THENCE South 65° 40' 11" East, with the northeast line of said Lot 1A, Block B, and with said corner clip, a distance of 24.79 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" (hereafter referred to as "CORR cap") set for the southeast corner of the herein described;

THENCE South 69° 25' 31" West, traveling across the interior of said Lot 1A, Block B, and with the proposed southerly R.O.W. line of said University Blvd., a distance of 199.36 feet to a 1/2-inch iron rod with "CORR cap" set for the southwest corner of the herein described tract, said point being on the common westerly line of said Lot 1A, Block B and the northernmost easterly line of said Lot 1B, Block B;

THENCE North 20° 34' 29" West, with the common westerly line of said Lot 1A, Block B and the northernmost easterly line of said Lot 1B, Block B, a distance of 17.50 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.077 acre (3,335 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas in August of 2014.

Exhibit "A" continued
Description of a 0.077 acre tract

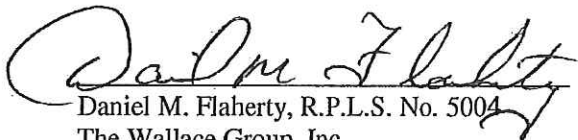
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone -- NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4700 attached hereto 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 direction and supervision.

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



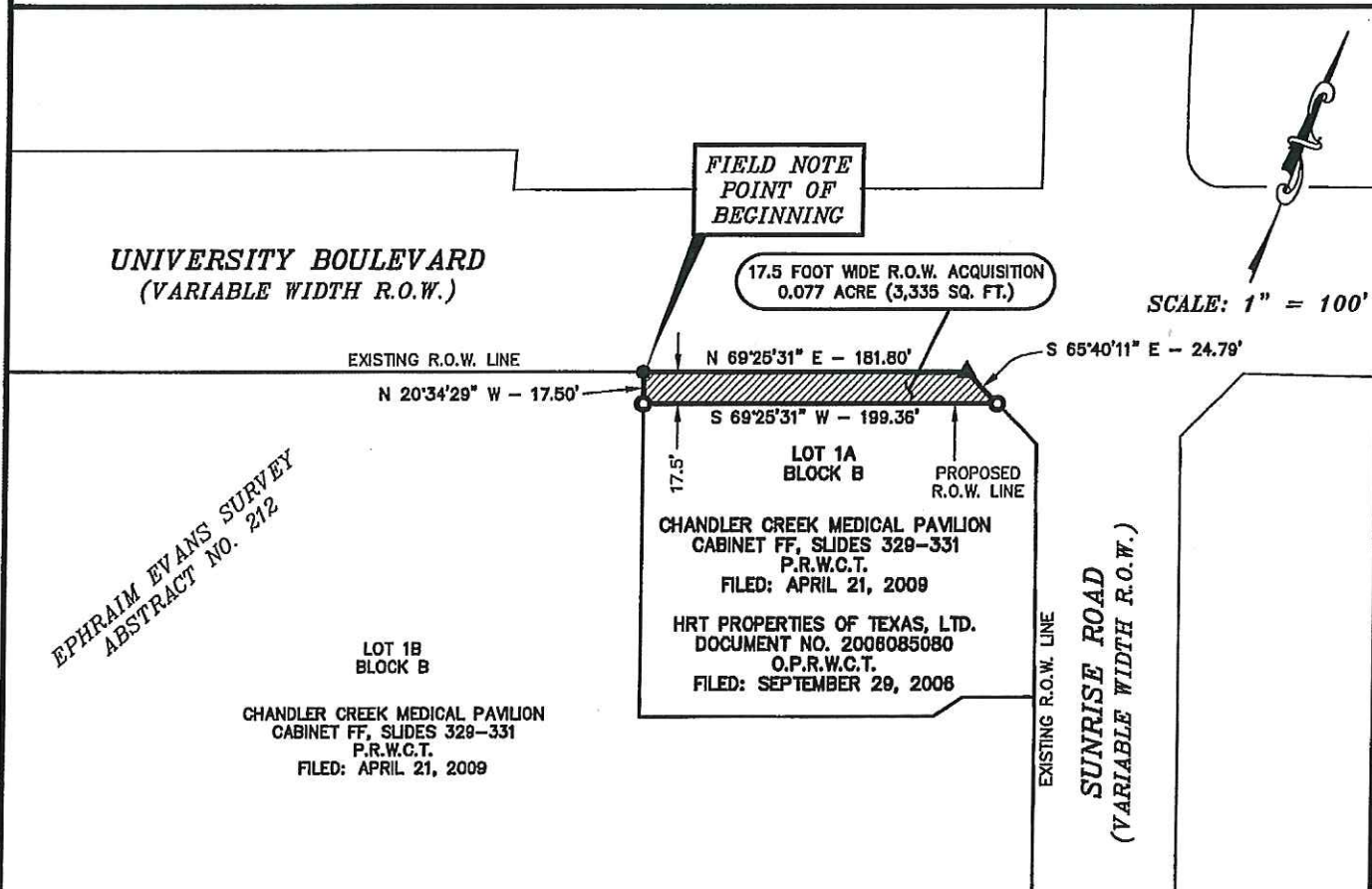
Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
See attached Plat No. A-4700
22824-FN03.doc



08-13-2014
Date

EXHIBIT "A"

(17.5 FOOT WIDE RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 0.077 ACRE (3,335 SQ. FT.) TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



LEGEND

GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) 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.

- = FOUND 1/2" IRON ROD WITH ORANGE COLLAR
STAMPED "BAKED-AICKLEN ROUND ROCK, TX"
- = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED
"CORR ROW"
- ▲ = CALCULATED POINT
- P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



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

TBPE F-54

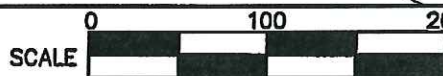
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT
THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND
SURVEYS IN THE STATE OF TEXAS. THIS THE 13TH DAY OF AUGUST, 2014.

SURVEYED: 08-11-2014

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



© 2014 ALL RIGHTS RESERVED

PLAT NO. A-4700

DRAFT DATE 08-13-2014

DRAWN BY TAB

WORK ORDER NO. 22824

FIELDBOOK/P.G. 195/9

TAB # A-4700

DIGITAL FILE 22824R-PARCELS

F/N # 22824-FN03

SCHEDULE C-2

Lot 1B Right of Way

(This Schedule consists of the metes and bounds description of the Lot 1B Right of Way and the Survey depiction of the same)

EXHIBIT "A"

17.5 Foot Wide Right-Of-Way Acquisition

**METES AND BOUNDS DESCRIPTION
OF A**

**0.057 ACRE TRACT OF LAND OUT OF THE
HRT PROPERTIES OF TEXAS, LTD. TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.057 ACRE (2,479 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.057 ACRE TRACT BEING A PORTION OF LOT 1B, BLOCK B, CHANDLER CREEK MEDICAL PAVILION, FILED ON APRIL 21, 2009, AND RECORDED IN CABINET FF, SLIDES 329-331 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.057 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND (PARCEL 2) DESCRIBED IN A SPECIAL WARRANTY DEED TO HRT PROPERTIES OF TEXAS, LTD., FILED SEPTEMBER 29, 2006, AND RECORDED IN DOCUMENT NO. 2006085080 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.057 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with orange collar stamped "Baker-Aicklen Round Rock, TX" found marking the northernmost northeast corner of said Lot 1B and the northeast corner of the herein described tract, same being the northwest corner of Lot 1A, Block B of said Chandler Creek Medical Pavilion, said point also being on the southerly right-of-way (R.O.W.) line of University Boulevard (a variable width R.O.W.);

THENCE South 20° 34' 29" East, with the common northernmost easterly line of said Lot 1B, Block B and the westerly line of said Lot 1A, Block B, a distance of 17.50 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" (hereafter referred to as "CORR cap") set for the southeast corner of the herein described tract;

THENCE South 69° 25' 31" West, traveling across the interior of said Lot 1B, Block B, and with the proposed southerly R.O.W. line of said University Blvd., a distance of 141.66 feet to a 1/2-inch iron rod with "CORR cap" set for the southwest corner of the herein described tract;

THENCE North 20° 34' 29" West, continuing with the proposed R.O.W. line of said University Blvd., a distance of 17.50 feet to a 1/2-inch iron rod with "CORR cap" set for the northwest corner of the herein described tract, said point being on the common southerly R.O.W. line of said University Blvd. and the northerly line of said Lot 1B, Block B;

THENCE North 69° 25' 31" East, with the common southerly R.O.W. line of said University Blvd. and the northerly line of said Lot 1B, Block B, a distance of 141.66 feet to a calculated point for the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.057 acre (2,479 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, Inc., Round Rock, Texas in August of 2014.

Exhibit "A" continued
Description of a 0.057 acre tract

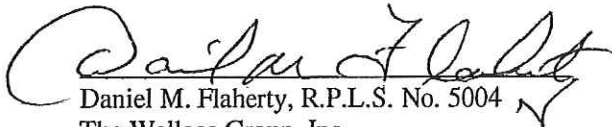
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4701 attached hereto 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 direction and supervision.

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



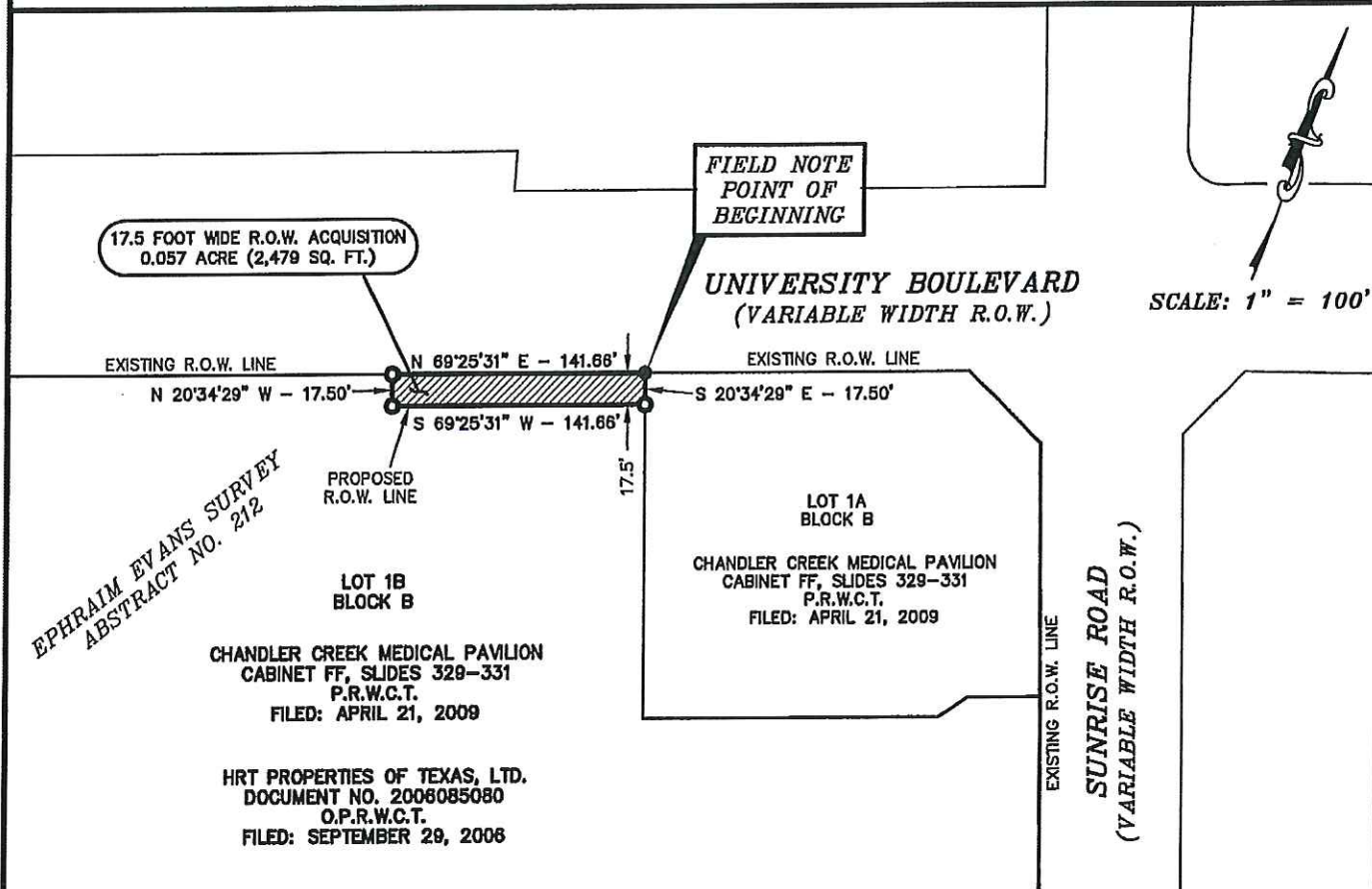
Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
See attached Plat No. A-4701
22824-FN04.doc



08-13-2014
Date

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LEGEND

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- 5.) 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.

- = FOUND 1/2" IRON ROD WITH ORANGE COLLAR STAMPED "BAKED-AICKLEN ROUND ROCK, TX"
- = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW"

P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T. = DEED RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T. = OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



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

TBPLS 10051701

TBPE F-54

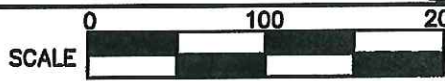
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 13TH DAY OF AUGUST, 2014.

SURVEYED: 08-11-2014

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



© 2014 ALL RIGHTS RESERVED

PLAT NO. A-4701

DRAFT DATE 08-13-2014

DRAWN BY TAB

WORK ORDER NO. 22824

FIELDBOOK/PG. 195/9

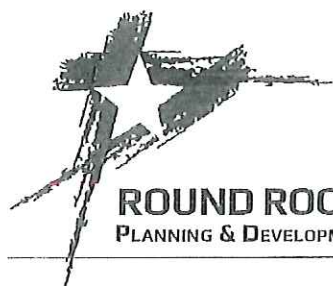
TAB # A-4701

DIGITAL FILE 22824R-PARCELS

F/N # 22824-FN04

SCHEDULE 2(a)

(Insert Administrative Adjustment Letter)



ROUND ROCK TEXAS

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

Mayor
Alan McGraw

Mayor Pro-Tem
George White

Councilmembers
Craig Morgan
Joe Clifford
Will Peckham
John Moman
Kris Whitfield

City Manager
Laurie Hadley, Interim

City Attorney
Stephan L. Sheets

May 5, 2015

Greg Smith
HRT Properties of Texas, Ltd.
3310 W. End Ave., Suite 700
Nashville, TX 37203

Re: Condemnation Administrative Adjustment: 425 & 451 University Blvd.
University Blvd. Improvement Project
Parcels 19 and 20

Dear Mr. Smith:

As you are aware, the City of Round Rock ("City") has proposed 0.057 acre (Parcel 19) and 0.077 acre (Parcel 20) right of way takings from the parent tracts located at the addresses identified above for the widening of University Blvd., said acquisitions being described in further detail in Exhibits "A & B" attached hereto, and evidenced in Document No. _____ and Document No. _____ in the _____ Records of Williamson County, Texas. These acquisitions will affect the properties also known as Lot 1A and Lot 1B, Block B, Chandler Creek Medical Pavilion, filed on April 21, 2009, and recorded in Cabinet FF, Slides 329-331 of the Plat Records of Williamson County, Texas.

The sites are owned by HRT Properties of Texas, Ltd., ("HRT") and while the areas in the near vicinity of Parcel 19 and Parcel 20 are currently vacant, I understand that you have been engaged in preliminary discussions with the City regarding proposed development site plans for these areas.

In response to your request for an Administrative Adjustment pursuant to Section 46-96 (b)(2) of the City's Code of Ordinances ("Code"), I have reviewed the effect of these acquisitions on the existing building setback requirements for those sites. As a result of the proposed right of way acquisitions it is my understanding that calculating the building setback and areas from the newly resulting property lines after the acquisition would impact your current conceptual site and development plans.

Therefore, after consideration of these issues, and based on the required criteria in Section 46-96 of the City's Code, I hereby grant the following Administrative Adjustment for the affected tracts:

1. During any development review and site permitting process the City shall measure the applicable building setback line from University Blvd. right of way from the currently

existing property line in effect prior to the acquisitions described herein, provided that no improvements shall be constructed within the right of way proposed to be acquired.

The City understands that you intend to re-subdivide Lot 1A and Lot 1B referenced above concurrent with or shortly following the City's granting of the foregoing Administrative Adjustments, and record a new plat in connection therewith. The modified setbacks described in this letter shall be identified on the resulting plat.

Any future modifications or alterations to the sites, or any resulting subdivision plat modifications after the date of this letter and which vary from those described in the paragraph numbered 1 above must be reviewed and approved by this office. Please feel free to call if you require any additional clarification or need further information.

You may wish to record this letter in the real property records for future reference on legal matters related to these lots.

Sincerely,

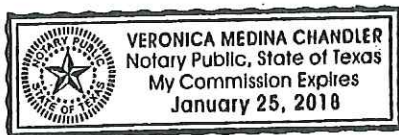


Brad Wiseman, AICP
Planning & Development Services Director

Acknowledgment

State of Texas §
 §
County of Williamson §

This instrument was acknowledged before me on this the 5th day of May, 2015 by Brad Wiseman, in the capacity and for the purposes and consideration recited herein.



Veronica M. Chandler
Notary Public, State of Texas

SCHEDULE 3(b)

Form of Deed

(See Attached)

SPECIAL WARRANTY DEED

University Blvd. 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 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 University Boulevard improvement project ("Project"); and,

WHEREAS, the purchase of the Property (defined below) 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, **HRT PROPERTIES OF TEXAS, LTD., 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 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, subject to the reservations from and exceptions to conveyance and warranty, Sold and by these presents do Grant, Bargain, Sell and Convey unto the CITY OF ROUND ROCK, TEXAS all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, the same not being the homestead of Grantor, being more particularly described as follows (the "Property"):

All of that certain 0.057 acre tract of land situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas, being a portion of Lot 1B, Block B, Chandler Creek Medical Pavilion, a subdivision in Williamson County, Texas according to the Map or Plat thereof recorded in Cabinet FF, Slides 329-331, Plat Records of Williamson County, Texas; said 0.057 acre of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 19**); and

All of that certain 0.077 acre tract of land situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas, being a portion of Lot 1A, Block B, Chandler Creek Medical Pavilion, a subdivision in Williamson County, Texas according to the Map or Plat thereof recorded in Cabinet FF, Slides 329-331, Plat Records of Williamson County, Texas; said 0.077 acre of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 20**);

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.

The Property is being conveyed in its "AS IS, WHERE IS" condition, with all faults, without any representation or warranty of any kind, except (a) as contained in that certain Contract for Purchase and Sale of Real Estate ("Contract") between the Grantor and Grantee, which representations and warranties shall merge with this Deed, and (b) the covenants of title contained in this Deed. Except for the representations and warranties contained in the Contract and the covenants of title contained in this Deed, Grantee waives, and Grantor expressly disclaims, all representations and warranties with respect to the Property, including the warranties of habitability and fitness for a particular purpose. GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS IN TITLE AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY WAIVES, RELEASES AND DISCHARGES GRANTOR FROM ALL CLAIMS THAT GRANTEE, ITS SUCCESSORS IN TITLE OR PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE HAS OR MAY HAVE AGAINST GRANTOR RELATING TO THE PROPERTY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING, NOT LIMITED TO, CLAIMS ARISING OR RESULTING FROM THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS, WASTES, POLLUTANTS OR CONTAMINANTS OR FROM THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY, TO THE EXTENT ALLOWED BY LAW.

TO HAVE AND TO HOLD the Property 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, except as to the reservations from and exceptions to conveyance and warranty, Warrant and Forever Defend all and singular the Property 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 _____, 2015.

[signature page follows]

HRT PROPERTIES OF TEXAS, LTD.,
a Texas limited partnership

By: Healthcare Acquisition of Texas, Inc., its
general partner

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on this the _____ day of _____,
2015, by _____, in the capacity and for the purposes and consideration therein
expressed.

Notary Public, State of _____

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: