

EXHIBIT
"A"

Parcel 6B

REAL ESTATE CONTRACT
University Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SCOTT & WHITE MEMORIAL HOSPITAL f/k/a Scott and White Memorial Hospital and Scott, Sherwood and Brindley Foundation, (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 0.042 acre (1,828 square foot) tract of land out of and situated in the Ephraim Evans Survey, Abstract No. 212 in Williamson County, Texas; being more fully described in Exhibit "A", attached hereto and incorporated herein **(Parcel 6B)**;

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, RESERVING to Seller, however, all oil, gas and other minerals in, under and that may be produced from the Property (the "Minerals"), for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", compensation for any improvements on the Property, and for any damage or cost of cure or reconfiguration of the remaining property of Seller shall be the sum of TWENTY EIGHT THOUSAND ONE HUNDRED EIGHTY FOUR and 00/100 Dollars (\$28,184.00).

Payment of Purchase Price

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

**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 Seller's actual, current knowledge (without any duty of investigation or inspection), 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.

4.02 PURCHASER ACKNOWLEDGES THAT IT IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS THERETO. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OR OF BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY,

MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY (OTHER THAN THE WARRANTY OF TITLE TO BE CONTAINED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT THE CLOSING), AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS "WITH ALL FAULTS". IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING.

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

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before April 28, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Special Warranty Deed conveying title in fee simple to all of the Property described in Exhibit "A", reserving the Minerals unto Seller, free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any restrictions, covenants, conditions, rights-of-way, easements, ordinances, maintenance charges and liens securing said charges, mineral and royalty grants and reservations, and all other matters, if any, of record in Williamson County, Texas, to the extent, but only to the extent, that the same are valid and subsisting and cover or related to the Property or some portion or interest therein, and all matters that could be discovered by an inspection or survey of the Property; 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) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;

- (b) The exception as to restrictive covenants shall be endorsed “None of Record”, if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed “Not Yet Due and Payable”.
- (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. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner’s Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney’s fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser’s default, Purchaser may enforce specific performance of this Contract.

**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 \$5,000.00 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. Neither party shall, without the consent of the other party, 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.

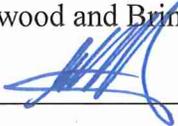
Counterparts

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.

[signature page follows]

SELLER:

SCOTT & WHITE MEMORIAL HOSPITAL,
f/k/a Scott and White Memorial Hospital and
Scott, Sherwood and Brindley Foundation

By:  _____

Printed Name: Shahin Motakef

Its: President

Date: 3-2-2017

Address:

Baylor Scott & White Health
MS-20-D642
2401 South 31st Street
Temple, Texas 76508
Attention: General Counsel, Central Texas
Division

With a copy to:

DuBois, Bryant & Campbell
303 Colorado, Suite 2300
Austin, Texas 78701
Attn: Travis Siebeneicher
Tel. No.: (512) 381-8062
Email: tsiebeneicher@dbcllp.com

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

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

Its: _____

Date: _____

EXHIBIT "A"

Variable Width Right-Of-Way Acquisition

**METES AND BOUNDS DESCRIPTION
OF A
0.042 ACRE TRACT OF LAND OUT OF THE
SCOTT AND WHITE MEMORIAL HOSPITAL AND
SCOTT, SHERWOOD AND BRINDLEY FOUNDATION TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.042 ACRE (1,828 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.042 ACRE TRACT BEING A PORTION OF LOT 2A, BLOCK A, REPLAT OF LOT 1, BLOCK A, SCOTT AND WHITE SUBDIVISION SECTION ONE, FILED ON MARCH 26, 2008, AND RECORDED IN CABINET EE, SLIDES 224-227 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.042 ACRE TRACT ALSO BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO SCOTT AND WHITE MEMORIAL HOSPITAL AND SCOTT, SHERWOOD AND BRINDLEY FOUNDATION, FILED ON JULY 25, 1997, AND RECORDED IN DOCUMENT NO. 9733254 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.); SAID 0.042 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point marking the southernmost southwest corner of said Lot 2A and being the southwest corner of the herein described tract, same being a corner of Lot 1A of said Block A, said point also being on the northerly right-of-way (R.O.W.) line of University Boulevard (a variable width R.O.W.), and from which a 1/2-inch iron rod with red collar stamped "Baker-Aicklen & Assoc" found marking an angle point on the south line of said Lot 1A bears South 73° 52' 45" West, at a distance of 149.73 feet;

THENCE in a Northerly direction, departing the northerly R.O.W. line of said University Boulevard (Blvd.), with the common line of said Lot 1A and said Lot 2A, and with a curve to the right, 27.56 feet along the arc of said curve to the right, having a radius of 200.00 feet, a central angle of 07° 53' 42", and a chord bearing and distance of North 18° 37' 35" West - 27.54 feet to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" (hereafter referred to as "CORR cap") set for the northwest corner of the herein described tract;

THENCE traveling across the interior of said Lot 2A, same being the proposed northerly R.O.W. line of said University Boulevard, the following five (5) calls:

- 1) (L1) North 69° 24' 27" East, a distance of 31.47 feet to a cut "X" in concrete set for a corner of the herein described tract;
- 2) (L2) North 08° 31' 54" West, a distance of 35.79 feet to a cut "X" in concrete set for a corner of the herein described tract;
- 3) (L3) North 83° 45' 12" East, a distance of 10.01 feet to a 1/2-inch iron rod with "CORR cap" set for the northernmost corner of the herein described tract;

Exhibit "A" continued
Description of a 0.042 acre tract

- 4) (L4) South 08° 31' 54" East, a distance of 16.62 feet to a 1/2-inch iron rod with "CORR cap" set for a corner of the herein described tract;
- 5) (L5) South 65° 42' 30" East, a distance of 9.61 feet to a 1/2-inch iron rod with "CORR cap" set for the northeast corner of the herein described tract;

THENCE in a Southerly direction, with the common line of said Lot 1A and said Lot 2A, and with a curve to the left, 37.10 feet along the arc of said curve to the left, having a radius of 150.00 feet, a central angle of 14° 10' 21", and a chord bearing and distance of South 16° 06' 20" East – 37.01 feet to a calculated point for the southernmost southeast corner of said Lot 2A and being the southeast corner of the herein described tract, same being a corner of said Lot 1A, said point also being on the northerly R.O.W. line of said University Blvd., and from which a cotton spindle found marking the southeast corner of said Lot 1A bears North 69° 16' 57" East, at a distance of 1,104.47 feet;

THENCE (L6) South 69° 16' 57" West, with the common northerly R.O.W. line of said University Blvd. and the southerly line of said Lot 2A, a distance of 50.04 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.042 acre (1,828 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in September of 2015.

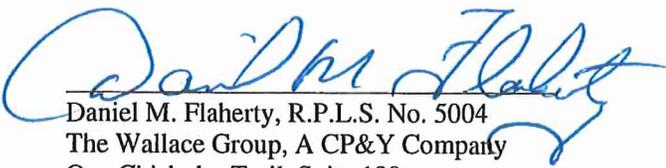
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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-4718 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.

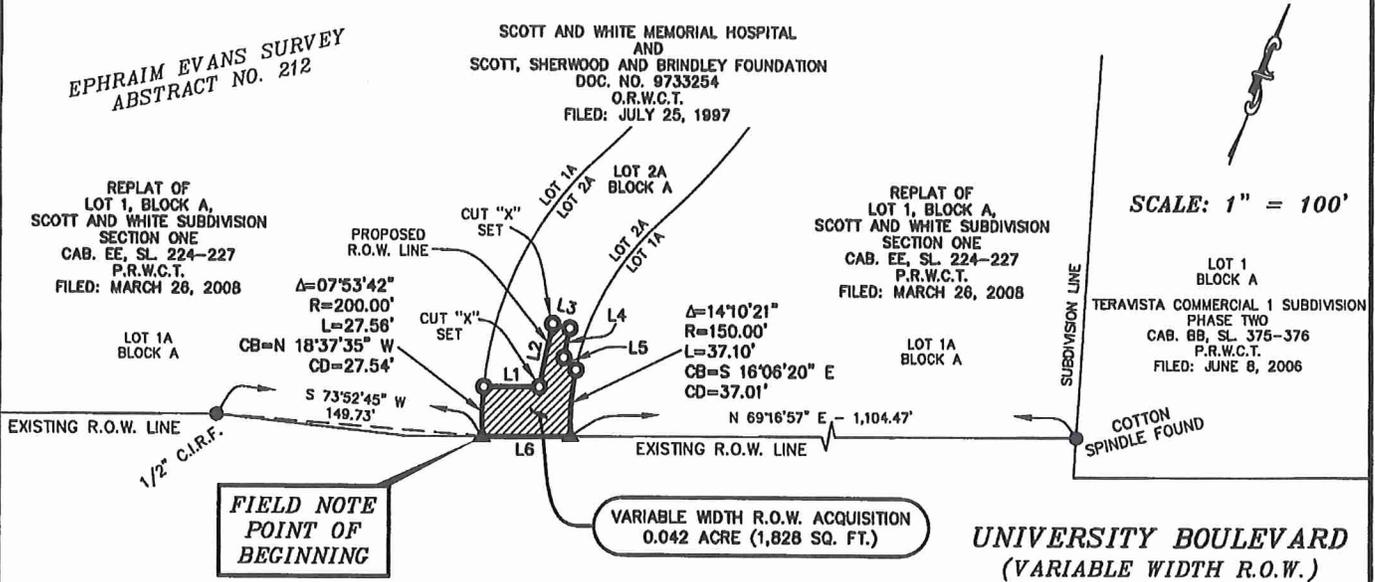


Daniel M. Flaherty, R.P.L.S. No. 5004
The Wallace Group, A CP&Y Company
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10051701
See attached Plat No. A-4718
22824-FN07.doc



09-28-2015
Date

EXHIBIT "A"
(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF
A 0.042 ACRE (1,828 SQ. FT.) TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	DIST.
L1	N 69°24'27" E	31.47'
L2	N 08°31'54" W	35.79'
L3	N 83°45'12" E	10.01'
L4	S 08°31'54" E	16.62'
L5	S 65°42'30" E	9.61'
L6	S 69°16'57" W	50.04'

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.

LEGEND

- = FOUND 1/2" IRON ROD WITH RED COLLAR STAMPED "BAKER-AICKLEN & ASSOC" UNLESS OTHERWISE NOTED
- = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW" UNLESS OTHERWISE NOTED
- ▲ = CALCULATED POINT
- C.I.R.F. = CAPPED IRON ROD FOUND
- 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
 engineers architects surveyors
 A CP&Y COMPANY

TBPLS 10051701

WACO KILLEEN DALLAS ROUND ROCK
 1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

TBPEF-54

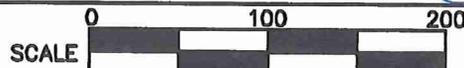
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 28TH DAY OF SEPTEMBER, 2015.

SURVEYED: OCTOBER, 2014
 SEPTEMBER, 2015

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



3 OF 3



SCALE

PLAT NO. A-4718 DRAFT DATE 09-28-2015 DRAWN BY DV
 WORK ORDER NO. 22824 FIELDBOOK/PG. 197/15 TAB # A-4718
 DIGITAL FILE 22824R-PARCELS F/N # 22824-FN07

© 2015 ALL RIGHTS RESERVED

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show, and all other matters that could be discovered by an inspection or survey of the property;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances), rights-of-ways, ordinances, maintenance charges and liens securing said charges, mineral and royalty grants and reservations, and all other matters, if any, 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 materially and adversely interfere with the intended use thereof or in any way materially and adversely 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 University Blvd., but shall not be used or exported from the Property for any other purpose.

GRANTEE ACKNOWLEDGES THAT IT IS PURCHASING THE PROPERTY ON AN “**AS IS, WHERE IS, WITH ALL FAULTS**” BASIS, AND THAT GRANTOR IS MAKING NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS THERETO. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OR OF BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY (OTHER THAN THE WARRANTY OF TITLE

CONTAINED IN THIS SPECIAL WARRANTY DEED), AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS "WITH ALL FAULTS". IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

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 successors and assigns to Warrant and Forever Defend all and singular the Property 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; provided, however, that this conveyance and warranty of Grantor herein contained are subject to the remainder of this Special Warranty Deed and the Reservations from and Exceptions to Conveyance and Warranty.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed to be effective as of this the ____ day of _____, 2017.

[Signature Page Follows]

