

EXHIBIT

"A"

REAL ESTATE CONTRACT

Kenney Fort Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between THE FELLOWSHIP AT FOREST CREEK, (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 0.284 acre (12,371 square foot) tract of land out of and situated in the A. Thomas Survey, Abstract No. 609 in Williamson County, Texas; being a portion of a called 5.30 acre tract of land as described in a deed to the Fellowship at Forest Creek and recorded in document No. 2006109886 of the Official Public Records of said County; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", 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 FIFTY-EIGHT THOUSAND SEVEN HUNDRED and SIXTY-TWO and 00/100 Dollars (\$58,762.00).

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 best of Seller's knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before September 30, 2018, 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 or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

- (1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
 - (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.
- (2) The Deed shall be in the form as shown in Exhibit "B" attached hereto.
- (3) 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: (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.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts


8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

THE FELLOWSHIP AT FOREST CREEK

Address: 3379 Gattis School Rd
Round Rock, Tx 78664

By: 

Donnie Smith

Its: Pastor

Date: October 3, 2018

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

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

Printed Name: _____

Its: _____

Date: _____

EXHIBIT "A"
PARCEL 12

Variable Width Right-of-Way Acquisition

METES AND BOUNDS DESCRIPTION OF A
0.284 ACRE TRACT OF LAND OUT OF
THE FELLOWSHIP AT FOREST CREEK TRACT
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.284 ACRE TRACT OF LAND SITUATED IN THE A. THOMAS SURVEY ABSTRACT NO. 609, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A 5.30 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO THE FELLOWSHIP AT FOREST CREEK AND RECORDED IN DOCUMENT NO. 2006109886 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY; SAID 0.284 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2-inch iron rod with yellow cap stamped "B&G Surveying" found at the common northwest corner of said 5.30 acre tract and the northeast corner of a 5.27 acre tract of land as described in a deed to Lloyd Rodenbeck Jr. and wife, A. Rodenbeck and recorded in Document No. 199975263 of the Official Public Records of Williamson County, being on the south right-of-way line of Gattis School Road (variable width right-of-way) for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE with the common north line of said 5.30 acre tract and the south right-of-way line of Gattis School Road, **North 88° 13' 56" East**, a distance of **341.22 feet** to a 1/2-inch iron rod found for the common northeast corner of said 5.30 acre tract and the northeast corner of said 5.30 acre tract of land as described in a deed to The Fellowship at Forest Creek and recorded in Document No. 2002007409 of the Official Public Records of said County, for the northeast corner hereof;

THENCE with the common line between said 5.30 acre tracts, (L-1) **South 07° 38' 33" East**, a distance of **22.19 feet** to a 1/2-inch iron rod with aluminum cap stamped "C.O.R.R. R.O.W." for the southeast corner hereof;

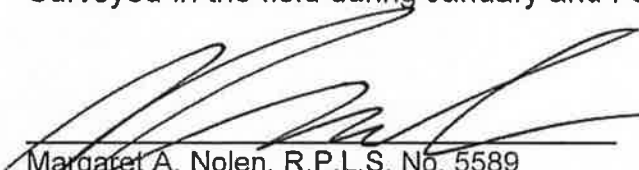
THENCE through the interior of said 5.30 acre tract recorded in Document No. 200610 South 83° 17' 58" West, a distance of **334.36 feet** to a 1/2-inch iron rod with aluminum stamped "C.O.R.R. R.O.W." set for the southwest corner hereof, from which a capped 1/2 inch rod found for the common southwest corner of said 5.30 acre tract recorded in Document No. 2006109886 and the southeast corner of said 5.27 acre tract bears, South 13° 17' 43" West, a distance of 728.74 feet;

THENCE with the common west line of said 5.30 acre tract and the east line of said 5.27 acre tract, (L-2) **North 13° 17' 43" West**, a distance of **51.88 feet** to the **POINT OF BEGINNING** containing 0.284 acre of land and based on the survey and exhibit drawing made by CP&Y

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

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

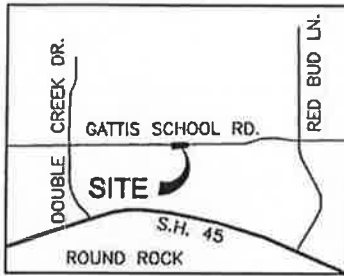
Surveyed in the field during January and February, 2018.


Margaret A. Nolen, R.P.L.S. No. 5589
CP&Y, Inc.
One Chisholm Trail, Suite 130
Round Rock, Texas 78681
Ph. (512) 248-0065
TBPLS Firm No. 10194125
Project No. 1500603



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LOCATION MAP



FIELD NOTE
POINT OF
BEGINNING

GATTIS SCHOOL ROAD
(VARIABLE WIDTH R.O.W.)

SCALE:

WITH YELLOW CAP STAMPED
"B&G SURVEYING" FOUND

CALLED 5.27 ACRES
LLOYD RODENBECK JR.
AND WIFE,
ANGELA RODENBECK
DOC. NO. 199975263
O.P.R.W.C.T.

(N 89°54'00" E - 340.18')
N 88°13'56" E - 341.22' R.O.W. LINE

TRACT LINE

PROPOSED
R.O.W. LINE

CALLED
THE I
AT FO
DOC. NO
O.F

VARIABLE WIDTH
RIGHT-OF-WAY ACQUISITION
0.284 ACRE

CALLED 5.30 ACRES
THE FELLOWSHIP AT FOREST CREEK
DOC. NO. 2006109886
O.P.R.W.C.T.

A. THOMAS SURV
ABSTRACT NO

LINE TABLE

LINE	BEARING	LENGTH
L-1	S 07°38'33" E	22.19'
L-2	N 13°17'43" W	51.88'

LEGEND

- = 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- = 1/2" IRON ROD WITH ALUMINUM CAP
STAMPED "C.O.R.R. R.O.W." SET
- R.O.W. = RIGHT-OF-WAY
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS,
WILLIAMSON COUNTY, TEXAS

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) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS SURVEY
- 4) BEARINGS ARE BASED ON THE TEXAS CENTRAL STATE PLANE COORDINATE SYSTEM NAD '83 (HARN '93), WHICH IS BASED ON LEICA GPS COOPERATIVE CORRS RTK NETWORK.

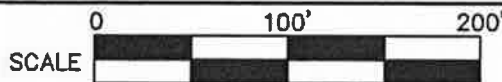


1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194125

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.

SURVEYED DURING:
JANUARY AND FEBRUARY, 2018

MARGARET A. NOLEN, R.P.L.S. NO. 5589



PLAT NO. A-5112 DRAFT DATE 01/31/2018
WORK ORDER NO. 1500603 FIELDBOOK 303
DIGITAL FILE 1500603R PARCEL 12 F/N # 15006

© 2018 ALL RIGHTS RESERVED



Exhibit B

Parcel 12

DEED

Kenney Fort Boulevard 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 THE FELLOWSHIP AT FOREST CREEK, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.284 acre (12,371 square foot) tract of land out of and situated in the A. Thomas Survey, Abstract No. 609 in Williamson County, Texas; being a portion of a called 5.30 acre tract of land as described in a deed to the Fellowship at Forest Creek and recorded in document No. 2006109886 of the Official Public Records of said County; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**);
)

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 University Boulevard.

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 3 day of October, 2018.

GRANTOR:

THE FELLOWSHIP AT FOREST CREEK

By: 

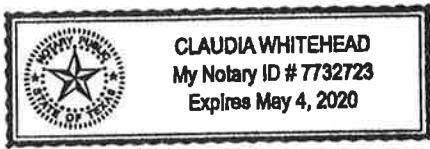
Printed Name: Donnie Smith

Its: Pastor

ACKNOWLEDGMENT

STATE OF Texas §
§ COUNTY OF Williamson §

This instrument was acknowledged before me on this the 3 day of October, 2018 by __, in the capacity and for the purposes and consideration recited therein.



Claudia Whitehead
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Manager
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: