

EXHIBIT

"A"

REAL ESTATE CONTRACT

1. PARTIES. The parties to this Contract are:

- a. Sellers: **Joe Douglas Johnson**
Camilia Nicole Johnson
Corey Johnson, individually and as
Independent Executor of the Estate of Cora
Ellen Johnson
c/o Law Office of Tony A. Pitts
P.O. Box 5369
Round Rock, TX 78683
- b. Purchaser: **City of Round Rock**
221 E. Main St.
Round Rock, TX 78664
512-218-5400

2. PROPERTY. Sellers agrees to sell and convey, and Purchaser agrees to purchase and pay for certain real property in Round Rock, Williamson County, Texas, described as follows:

Tract I: Lots 6 and 7, Block 36, of CITY OF ROUND ROCK, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slides 190-191, Plat Records, Williamson County, Texas.

Tract II: Lots 8 and 9, Block 36, of CITY OF ROUND ROCK, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slides 190-191, Plat Records, Williamson County, Texas.

Tract III: Lot 10, Block 36, of CITY OF ROUND ROCK, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slides 190-191, Plat Records, Williamson County, Texas.

Tract IV: Lot 5, Block 36, of CITY OF ROUND ROCK, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slides 190-191, Plat Records, Williamson County, Texas.

Tract V: Lot 3, Block 36, of CITY OF ROUND ROCK, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slides 190-191, Plat Records, Williamson County, Texas.

Tract VI: Lot 1, Block 36, of CITY OF ROUND ROCK, Williamson County, Texas, according to the map or plat thereof recorded in Cabinet A, Slides 190-191, Plat Records, Williamson County, Texas.

Together, with all of Sellers' rights and appurtenances belonging therewith, hereinafter referred to as the "Property."

3. PURCHASE PRICE. Purchaser agrees to pay as the purchase price for the Property the sum of **\$4,200,000.00** in cash at Closing, which is to be apportioned as follows:

- a) \$1.8 million to Joe Douglas Johnson;
- b) \$1.2 million to Camilia Nicole Johnson; and
- c) \$1.2 million to Corey Johnson.

This apportionment is made subject to any and all costs payable by Sellers, which shall be taxed equally between them.

4. RELOCATION COST REIMBURSEMENT. Purchaser agrees to reimburse Sellers for their costs of moving and relocating in the amount of \$250,000.00 in cash at Closing, which shall be apportioned as follows:

- a) \$212,500.00 to Joe Douglas Johnson;
- b) \$25,000.00 to Camilia Nicole Johnson; and
- c) \$12,500.00 to Corey Johnson.

5. ESCROW DEPOSIT. Upon execution of this Contract, by both Sellers and Purchaser, Purchaser agrees to deliver a cash Escrow Deposit in the amount of \$5,000.00, to be held in escrow by the Title Company as Escrow Agent pursuant to the terms of this Contract. Failure by Purchaser to timely deposit the Escrow Deposit with the Title Company shall result in the automatic termination of this Contract, and neither party hereto shall have any further obligation thereunder. If requested by Purchaser, the Escrow Agent is authorized to place the Escrow Deposit in an interest bearing account at a financial institution whose accounts are insured by an agency of the federal government, and the interest earned on such funds shall be paid to the party entitled to receive the Escrow Deposit under the terms of this Contract.

6. INDEPENDENT CONTRACT CONSIDERATION. On or before the Effective Date, Purchaser shall deliver to Sellers in cash the sum of \$1,000.00 (the "Independent Contract Consideration"), which amount has been bargained for and agreed to as consideration for Purchaser's exclusive option to purchase the Property and the right of investigation and inspection granted herein, and for Sellers' execution and delivery of this Contract. The Independent Contract Consideration is in addition to and independent of all other consideration provided in this Contract, and is nonrefundable in all events.

7. TITLE COMMITMENT AND SURVEY.

a. Title Commitment. Within ten (10) days after the Effective Date, Purchaser shall cause a Commitment for Title Insurance ("Title Commitment") to be issued by Georgetown Title Company at 1717 N. Mays, Suite 100, Round Rock, TX 78664 (the "Title Company"). The Title Commitment shall set forth the status of the title of the Property and show all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, and any other matters affecting the Property. The Title Company shall furnish a copy of all documents referred to in the Title Commitment, including, but not limited to, deeds, lien instruments, plats, reservations, restrictions, and easements.

b. Survey. Within twenty days (20) days after the Effective Date, Purchaser shall cause a current Category 1A, Condition II survey or surveys of the Property acceptable to the Title Company for the purposes of issuing the Title Commitment ("Survey") prepared by a registered or licensed public surveyor. The Survey(s) shall include: (i) the perimeter boundaries and dimensions of the Property; (ii) the location of all improvements, any easements, set-back lines, encroachments, overlaps, roadways or waterway; and (iii) the location of any flood plain which exists on the Property or any portion thereof.

c. Review of Title Commitment and Survey. Purchaser shall have ten (10) days after receipt of the Title Commitment and Survey, in which to examine those documents and to specify to Sellers those items reflected thereon which Purchaser will accept as permitted exceptions to title ("Permitted Exceptions"), and those items which Purchaser finds objectionable ("Title Objections"), Sellers, at its discretion, may correct or remove all Title Objections, give Purchaser written notice thereof, and deliver an amended Title Commitment and Survey reflecting the correction or deletion of such matter. If Purchaser does not deliver to Sellers ten (10) days after receipt of the Title Commitment and supporting documents and updated survey, a written notice specifying those items which are Permitted Exceptions and Title Objections within the above-stated time period, then all of the items reflected on the Title Commitment shall be considered to be Permitted Exceptions.

d. Uncorrected Title Objections. If Sellers fails to cause all of the Title Objections to be corrected within fifteen (15) days after receipt of Purchaser's notice to Sellers of the Title Objections, Sellers shall give written notice to Purchaser that Sellers cannot or will not correct or remove all of the Title Objections, and Purchaser shall have the following rights only:

(1) Purchaser may terminate this Contract by giving Sellers written notice thereof within fifteen (15) days after receipt of written notice from Sellers, in which event the Escrow Deposit shall be returned to Purchaser, and both parties shall be released from all further obligations under this Contract; or

(2) Purchaser may elect to purchase the Property subject to the Title Objections not so corrected or removed, in which event the uncorrected and unremoved Title Objections shall be deemed waived by Purchaser and shall thereafter be Permitted Exceptions under this Contract.

8. FEASIBILITY PERIOD. Purchaser shall have until thirty (30) days after the Effective Date (the "Feasibility Period"), for the right of investigation and inspection of the Property to determine whether or not Purchaser desires to proceed with the purchase of the Property. Purchaser shall have the option of extending the Feasibility Period an additional thirty (30) days by paying an additional Escrow Deposit of \$5,000 to the Title Company.

a. Access and Indemnity. Purchaser and Purchaser's agents shall have the right of access to the Property during the Feasibility Period for the purpose of conducting such investigation and inspection. Purchaser agrees to provide Sellers with copies of all written tests, studies, investigations, and other reports conducted by Purchaser, Purchaser's engineers, and other representatives of Buyer pertaining to the Property. Purchaser shall not cause or permit damage or injury to be done to the Property, and Purchaser shall repair any damage or injury to the Property resulting from Purchaser's investigation and inspection of the Property. Purchaser shall indemnify and hold harmless Sellers on account of any claims, causes of action, damages, costs and expenses (including attorney's fees) arising out of or relating to the acts of Purchaser, its agents and employees under the provisions of this section. This indemnity shall survive the termination of this Contract.

b. Termination of Contract. If during or upon expiration of the Feasibility Period Purchaser determines not to go forward and close this transaction, then Purchaser shall, no later than the date of expiration of the Feasibility Period, give Sellers written notification of such. However, if Purchaser does not timely provide written notice to

Sellers of Purchaser's acceptance or non-acceptance of the Property by the expiration of the Feasibility Period by such date then it shall be conclusively deemed that the Property is suitable for Purchaser's intended use. If Purchaser gives timely written notice of its non-acceptance of the Property, the Earnest Money shall be refunded to the Purchaser, and both parties shall be released from all further obligations under this Contract. If for any reason Purchaser fails to close this transaction, Purchaser shall deliver to Sellers all written soil, utility, environmental and feasibility reports prepared by or for Purchaser related to the Property which are in possession or in control of Purchaser. It is agreed by the parties that in the event that this Contract is terminated after the expiration of the Feasibility Period, for any reason other than a default by Sellers, the Earnest Money shall be retained by Sellers as liquidated damages.

9. PRE-CLOSING REPRESENTATIONS OF SELLERS. Sellers have not made any representations or warranties of any kind to Purchaser not expressly contained in this Contract. Where the terms "to the best of Sellers' knowledge" or words of similar import are used herein, it shall mean Sellers' actual, current knowledge and not any constructive or imputed knowledge. Moreover, no inference or implication shall be drawn that Sellers have made any independent investigation with respect to the subject of the representation or warranty based on knowledge, and purchaser agrees that Sellers have no such duty. Subject to the foregoing, Sellers represent, covenant and warrant as follows:

a. The persons signing this Contract have the full right, power, and authority to enter into this Contract on behalf of Sellers.

b. The Property is free and clear of all mechanic's liens, liens, mortgages, or encumbrances of any nature except those which are to be satisfied on or before Closing.

c. Sellers have not entered into an earnest money contract with any other potential purchasers.

d. There is no suit, action, legal or other proceeding pending, or to the best of Sellers' knowledge, threatened, which affect title to the Property.

e. Sellers have no knowledge of any pending or threatened requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Property; Sellers have received no notice from any municipal, state, federal or other governmental authority of zoning, building, fire, water, use, health, environmental or other statute, ordinance, code or regulatory violations issued in respect of the Property which have not been heretofore corrected.

f. Sellers have never, nor, to Sellers' best knowledge, has any previous owner of the Property or any other party ever generated, stored or disposed of any Hazardous Substances on the Property or transported from the Property to any other location. Sellers shall upon the effective date hereof, deliver to Purchaser all written soil, utility, environmental and feasibility reports previously prepared relating to the Property, which are in the possession or under the control of Sellers. "Hazardous Substances" means any substance which is (i) designated, defined, classified, or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under the Resource Conservation and Recovery Act and/or the Comprehensive Environmental Response Compensation and Liability Act, (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PDB's, (iv) lead (v) friable asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials.

g. Sellers have not retained any person or firm to file a notice of protest against, or to commence any action to review, any real property tax assessment against the Property or any portion thereof and, to Sellers' best knowledge, no such action has been taken by or on behalf of any other party.

h. Sellers have not received any notice of any condemnation or similar proceedings having been instituted or threatened against the Property or any part thereof nor, to Sellers' best knowledge, is any such proceeding threatened or contemplated of which Sellers have not received formal notice.

i. There are no outstanding written or oral leases or agreements relating to the use or possession of the Property, except as set forth in Exhibit "A" hereto.

j. Sellers will not, without the prior written consent of Purchaser, permit any structural modifications or additions to the Property.

k. Sellers will promptly pay and discharge all ownership, leasing, operating, management and maintenance fees, costs and expenses incurred with respect to periods prior to the Closing, specifically including, without limitation, costs and expenses relating to materials supplied and labor performed.

l. At Closing, Sellers will have good and indefeasible title to the Property, subject only to the Permitted Exceptions and matters of record in the real property records of Williamson County, Texas.

m. There are no parties in possession of any portion of the Property except for the Sellers, Sellers' agents or employees, or Sellers' tenants. To the best of Sellers' knowledge, there are no adverse parties in possession of any portion of the Property whatsoever.

n. All assessments, payback agreements or other charges for utilities, roads, or the widening of such roads, or any other fees imposed by any governmental or quasi-governmental authority with respect to the Property which are due and payable have been paid in full and Sellers have knowledge of any future assessments or fees that may become due and payable.

10. PRE-CLOSING REPRESENTATIONS OF PURCHASER.

a. Purchaser's Authority. The person signing this Contract has the full right, power and authority to enter into this Contract on behalf of Purchaser.

11. CLOSING.

a. Date and Place. The Closing of the sale of the Property by Sellers to Purchaser shall occur on or before thirty (30) days after the expiration of the Feasibility Period. The Closing shall occur in the offices of the Title Company.

b. Sellers' Obligations at Closing. At the Closing, Sellers shall deliver, or cause to be delivered, to Purchaser the Following:

(1) General Warranty Deed. Sellers shall execute and deliver to the Title Company for recording General Warranty Deeds conveying the Property to Purchaser, subject to the Permitted Exceptions and all approved easements and restrictions of record which affect the Property.

(2) Owner's Title Policy. Sellers shall cause the Title Company to issue and deliver to Purchaser an owner's policy of title insurance ("Owner's Title Policy") in the amount of the Purchase Price insuring that Purchaser is owner of the Property, subject only to the Permitted Exceptions to be attached to the Deeds as an exhibit, and the standard printed exceptions included in the then current Owner Title Policy form promulgated by the State Board of Insurance. The standard exception for standby fees and taxes shall be limited to the year in which the Closing occurs.

(3) Certificate of Non-Foreign Status. Sellers shall deliver to Purchaser an affidavit on behalf of Sellers certifying the non-foreign status of Sellers.

(4) Closing Statement. Sellers shall execute and deliver to Purchaser and to the Title Company the closing statement in the form to be provided by the Title Company with the Purchase Price, closing costs, prorations and credits provided for in this Contract.

(5) Other Instruments. Sellers shall execute and deliver such other documents as are customarily executed in Texas in connection with the conveyance of real property, including all required releases, certificates, affidavits, and any other instruments required by the Title Company.

(6) Possession. Sellers shall deliver possession of the Property to Purchaser not later than ninety (90) days after the Closing Date. Sellers agree to cease operation of the bar at 200 E. Liberty Ave., Round Rock, TX 78664 on or before the Closing Date.

c. Purchaser's Obligations at Closing.

(1) Payment of Purchase Price. At the Closing, Purchaser shall pay the Purchase Price and the Relocation Cost Reimbursement, subject to any adjustments for prorations and other credits provided for in this Contract.

(2) Acceptance of Documents. Purchaser shall accept all documents executed and delivered by Sellers and the conveyances, transfers, and assignments evidenced thereby, and shall execute and deliver all such documents that require Purchaser's execution.

(3) Certificate of Authority. If required, Purchaser shall deliver to the Title Company a certificate of authority on behalf of Purchaser authorizing the transaction described in this Contract and the execution of the documents by the appropriate person, in form and substance reasonably required by the Title Company.

(4) Closing Statement. Purchaser shall execute and deliver to Sellers and to the Title Company the closing statement in the form to be provided by the Title Company with the Purchase Price, closing costs, prorations and credits provided for in this Contract.

d. Tax Proration. Real estate, ad valorem, and other state, county and municipal taxes, charges and assessments (special or otherwise), on the basis of the calendar year for which the same are levied, imposed or assessed, and regardless of when the same become a lien or are payable, shall be adjusted between Sellers and Purchaser and shall be prorated on a per diem basis as of midnight of the day preceding the date of Closing.

If the rate of any such taxes, rents, charges or assessments shall not be fixed prior to the Closing, the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding calendar year applied to the latest assessed valuation (or other basis of valuation) between Sellers and Purchaser, if necessary, when the actual tax figures are available.

e. Closing Costs. Sellers and Purchaser each agree to pay the following costs at the Closing:

(1) Paid By Sellers. Sellers agrees to pay the cost of preparing the General Warranty Deeds and other conveyance documents; the cost of preparing and recording any releases and other documents necessary to convey the Property in accordance with this Contract; the cost of curing any Title Objections; Sellers' attorney fees; and any other similar closing costs customarily paid by a seller of real property, save and except any escrow or closing fee charged by the Title Company.

(2) Paid By Purchaser. Purchaser agrees to pay the premium for the Owner's Title Policy, the cost of the Survey, recording fees, copies of restrictions and easements, Purchaser's attorney fees, the entirety of any escrow or closing fee charged by the Title Company, and any other similar closing costs customarily paid by a purchaser of real property.

12. SPECIAL PROVISIONS.

a. Bar Count. Sellers and Purchaser agree that, notwithstanding the sales transaction contemplated herein, Sellers shall retain their number for the bar count in downtown Round Rock, so long as they establish and/or continue to operate a bar within twelve (12) months after the Closing Date.

b. Dedication. Sellers and Purchaser acknowledge that it is the expressed intent of Purchaser in acquiring the Property to construct a public library upon it. In the event that Purchaser does, in fact, construct a public library upon the Property, Purchaser agrees to dedicate a prominent space in such library to Joe Lee Johnson and Mellownie Jefferson Johnson, which shall be evinced by a noticeable visual display no smaller 3" x 6" that clearly depicts their name, likeness, and a brief statement about their significance to the Round Rock community.

13. DEFAULTS AND REMEDIES.

a. Purchaser's Default and Sellers' Remedies. If Purchaser is in default under this Contract, Sellers may, at Sellers' sole option and as Sellers' sole remedy, terminate this Contract by written notice to Purchaser and receive the Escrow Deposit and Additional Escrow Deposit (which shall be delivered to Sellers by the Title Company on receipt of written notice from Sellers that Purchaser has defaulted under this Contract), it being agreed between Purchaser and Sellers that such amount shall be liquidated damages for a default of Purchaser under this Contract because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. This limitation of remedies provision shall not apply to or affect Purchaser's indemnities of Sellers in this Contract or Sellers' right to enforce, through specific performance or otherwise, the Special Provisions detailed in Paragraph 12 of this Contract.

b. Sellers' Default and Purchaser's Remedies. If Sellers are in default under this Contract, Purchaser may, at Purchaser's sole option and as Purchaser's sole remedy, do either of the following: (1) terminate this Contract by written notice delivered to Sellers on or before the date of Closing and receive the Escrow Deposit, which shall be delivered to Purchaser by the Title Company on receipt of written notice from Purchaser that Sellers have defaulted under this Contract, or (2) enforce specific performance of this Contract against Sellers.

c. Attorney's Fees. If either party to this Contract defaults in the performance required hereunder, and the non-defaulting party employs an attorney to enforce the terms hereof, such non-defaulting party shall be entitled to reasonable attorney's fees from the defaulting party.

14. BROKERS AND COMMISSIONS.

a. Broker. Sellers agrees to indemnify and hold Purchaser harmless from any broker commission. Any and all broker commissions are the sole obligation of Purchaser.

b. Notice. As required by the Texas Real Estate License Act, a broker has advised Purchaser that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection, or that Purchaser should be furnished with or obtain a policy of title insurance. By signing this Contract, Purchaser acknowledges receipt of this notice.

15. MISCELLANEOUS.

a. Assignment of Contract. This Contract may not be assigned by Purchaser without the prior written consent of Sellers.

b. Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing shall survive the Closing and shall not be merged therein.

c. Notice. Any notice required or permitted to be delivered under this Contract shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, telecopy, or hand delivery, or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Sellers or Purchaser, as the case may be, at the address stated in Section 1. Copies of all notices shall also be sent concurrently to Sellers' or Purchaser's attorney, as appropriate, at the following addresses:

Sellers' Attorney:

Tony Pitts
1901 E. Palm Valley Blvd.
Round Rock, Texas 78664
Telephone Number: (512) 825-5545
Facsimile Number: (512) 244-4355
Email: tapitts@taplawfirm.com

Purchaser's Attorney:

Steve Sheets
309 E. Main St.
Round Rock, TX 78664
Telephone Number: (512) 738-8727
Facsimile Number: (512) 255-8986
Email: steve@scrllaw.com

A party may change its address or the address of its attorney for notice upon written notice to the other party pursuant to the terms hereof.

d. Texas Law to Apply. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this contract are performable in Williamson County, Texas, which is the county of jurisdiction and venue for all disputes arising hereunder.

e. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the limitations in paragraph 15a.

f. Legal Construction. 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, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

g. Prior Agreements Superseded. This Contract constitutes the sole and only agreement of the parties to the Contract and supersedes any prior understanding or written or oral agreements between the parties concerning the purchase of the Property.

h. Gender. 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.

i. Effective Date. The Effective Date of this Contract shall be the date the Contract is escrowed with the title company together with the Earnest Money.

j. Calendar Days and Deadlines. As used herein, "days" shall mean and refer to calendar days but if a deadline falls or notice is required on a Saturday, Sunday or legal banking holiday, the deadline or notice shall be extended to the next calendar day which is neither a Saturday, Sunday nor a legal banking holiday.

k. Multiple Counterparts. Counterparts of this Contract may be executed in one or more counterparts, and all so executed shall constitute one (1) agreement, binding upon the parties hereto, and notwithstanding that all of the parties are not signatories to the same counterparts.

l. Joint Drafting of Agreement. This Agreement shall be deemed to have been drafted equally by the Parties and any ambiguities in this Agreement shall not be strictly construed against either of the Parties.

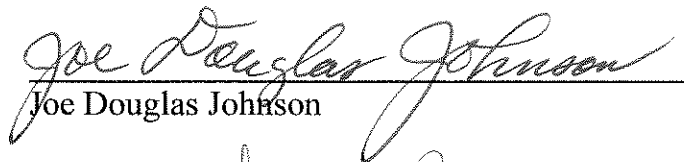
m. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

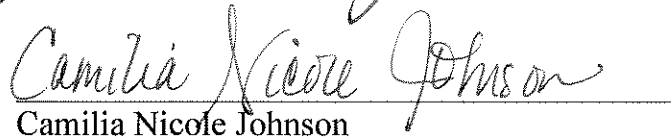
n. Modification/Amendment. This Agreement may not be amended or modified in any respect whatsoever except by a further agreement, in writing, fully executed by the parties, or their attorneys on their behalf.


16. EXECUTION OF CONTRACT. Purchaser acknowledges and agrees that this Contract shall not be binding upon Sellers unless and until this Contract has been fully executed by Sellers. Sellers acknowledge and agree that this Contract shall not be binding upon Purchaser unless and until this Contract has been executed by a duly authorized officer of Purchaser.

Executed by Sellers on March 25, 2019.

SELLERS:


Joe Douglas Johnson


Camilia Nicole Johnson


Corey Johnson, individually and as Independent
Executor of the Estate of Cora Ellen Johnson

Executed by Purchaser on _____, 2019.

PURCHASER:

CITY OF ROUND ROCK, TEXAS

BY: _____
Craig Morgan, Mayor