

EXHIBIT

"A"

REAL ESTATE CONTRACT University Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BAEV-LASALLE ROUND ROCK UNIVERSITY BOULEVARD LLC, a Delaware limited liability company, (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 0.435 acre (18,961 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 3);

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 TWO HUNDRED SIXTY-SIX THOUSAND TWENTY-ONE and 00/100 Dollars (\$266,021.00).

Payment of Purchase Price

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

Special Provisions and Additional Compensation

2.03. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that part of the proposed roadway improvements to be constructed upon the Property shall consist of a "hooded" left turn lane entry into the remaining property of Seller, in the location and in substantial compliance with the specifications as shown in Exhibit "B" attached hereto and incorporated herein.

2.04. As an obligation which shall survive the Closing of this transaction, Purchaser agrees to abide by the following standards in maintaining the roadway facilities to be constructed in and on the Property:

- a. Other than to the extent temporary closure is necessary for facility construction or modification, an emergency or temporary maintenance (and in any such event reasonably minimizing the extent of said closure), all driveways to, from and on the Property shall remain open at all times, and shall never be closed by Purchaser, except with the express agreement of Seller or its successors and assigns.
- b. Facilities within and on the Property, including but not limited to concrete drives, curbing, walls and sidewalks, landscaping and other improvements shall be maintained to or above the standard of the surrounding improvements, in accordance with applicable laws, ordinances, and regulations, and shall otherwise be kept in good repair and maintenance all at Purchaser's sole cost and expense.
- c. Other than to the extent temporary closure is necessary for facility construction or modification, maintenance or an emergency (and in that event reasonably minimizing the extent of said closure), the connection of the roadway facilities installed in the Property shall remain accessible to University Boulevard at all times, and shall never be closed by Purchaser.

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 August 31, 2019, 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"). The parties' respective obligations to proceed to Closing under this Contract are contingent on the delivery of a recordable instrument, executed by the beneficiary under any mortgage or security instrument encumbering the Property (a "Mortgage"), releasing the lien of such Mortgage as to the Property only

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 title in fee simple to all of the Property described in Exhibit "A", free and clear of any mortgage liens.

(2) The Deed shall be in the form as shown in Exhibit "C" 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:

Baev-Lasalle Round Rock University Boulevard LLC,
a Delaware limited liability company

Address: 100 E. Pratt St., 20th Floor

Baltimore, MD 21202

By: 

Its: Vice President

Date: 9/25/19

By: _____

Its: _____

Date: _____

SELLER:

Baev-Lasalle Round Rock University Boulevard LLC,
a Delaware limited liability company

Address: _____

By: _____

Its: _____

Date: _____

By: Michael J. Myers

Its: PRESIDENT

Date: 9/26/19

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____

EXHIBIT "A"

Variable Width Right-of-Way Acquisition

METES AND BOUNDS DESCRIPTION OF A

0.435 ACRE TRACT OF LAND

LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

BEING A 0.435 ACRE (18,961 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.435 ACRE TRACT BEING A PORTION OF LOT 3, BLOCK A, UNIVERSITY COMMONS, FILED ON SEPTEMBER 30, 2013, AND RECORDED IN DOCUMENT NO. 2013093282 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.435 ACRE TRACT ALSO BEING A PORTION OF LOT 3 DESCRIBED IN A SPECIAL WARRANTY DEED TO BAEV-LASALLE ROUND ROCK UNIVERSITY BOULEVARD LLC, FILED ON JULY 24, 2014, AND RECORDED IN DOCUMENT NO. 2014058162 OF THE O.P.R.W.C.T.; SAID 0.435 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a PK nail with washer stamped "Bury & Partners" found for the common southwest corner of said Lot 3 and the easterly southeast corner of Lot 3A, Block A, Replat of Chandler Road Retail Subdivision Section One, filed on April 9, 2007, and recorded in Cabinet DD, Slides 72-73 of the Plat Records of Williamson County, Texas, being on the north right-of-way line (R.O.W.) of University Boulevard (variable width R.O.W.), for the southwest corner of the herein described tract;

THENCE North 20° 43' 10" West, with the common westerly line of said Lot 3 and in part with the easterly line of said Lot 3A and the easterly line of Lot 4, Block A, of said University Commons, a distance of 238.48 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for the northwest corner of the herein described tract;

THENCE traveling across the interior of said Lot 3, the following two calls:

- 1) North 69° 11' 27" East, a distance of 86.96 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for the northeast corner of the herein described tract;
- 2) South 20° 42' 30" East, a distance of 42.52 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" on the common southerly line of said Lot 3 and the northerly line of Lot 2, Block A, of said University Commons, for an angle point of the herein described tract;

THENCE with the common south and east lines of said Lot 3 and the north and west lines of said Lot 2, the following two calls:

- 1) South 69° 18' 51" West, a distance of 9.07 feet to a calculated point for an angle point of the herein described tract;
- 2) South 20° 42' 20" East, a distance of 196.13 feet to a found 1/2-inch iron rod with plastic yellow cap stamped "Bury" for the common most southerly southeast corner of said Lot 3 and the most westerly southwest corner of said Lot 2, for the southeast corner of the herein described tract;

Exhibit "A" continued
Description of a 0.435 acre tract

THENCE South 69° 17' 52" West, with the common southerly line of said Lot 3 and the northerly R.O.W. line of said University Boulevard, a distance of 77.84 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.435 acre (18,961 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 2015.

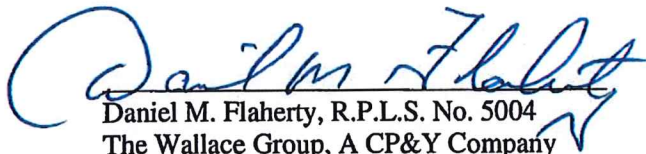
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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-4856 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-4856
22824-FN17.doc

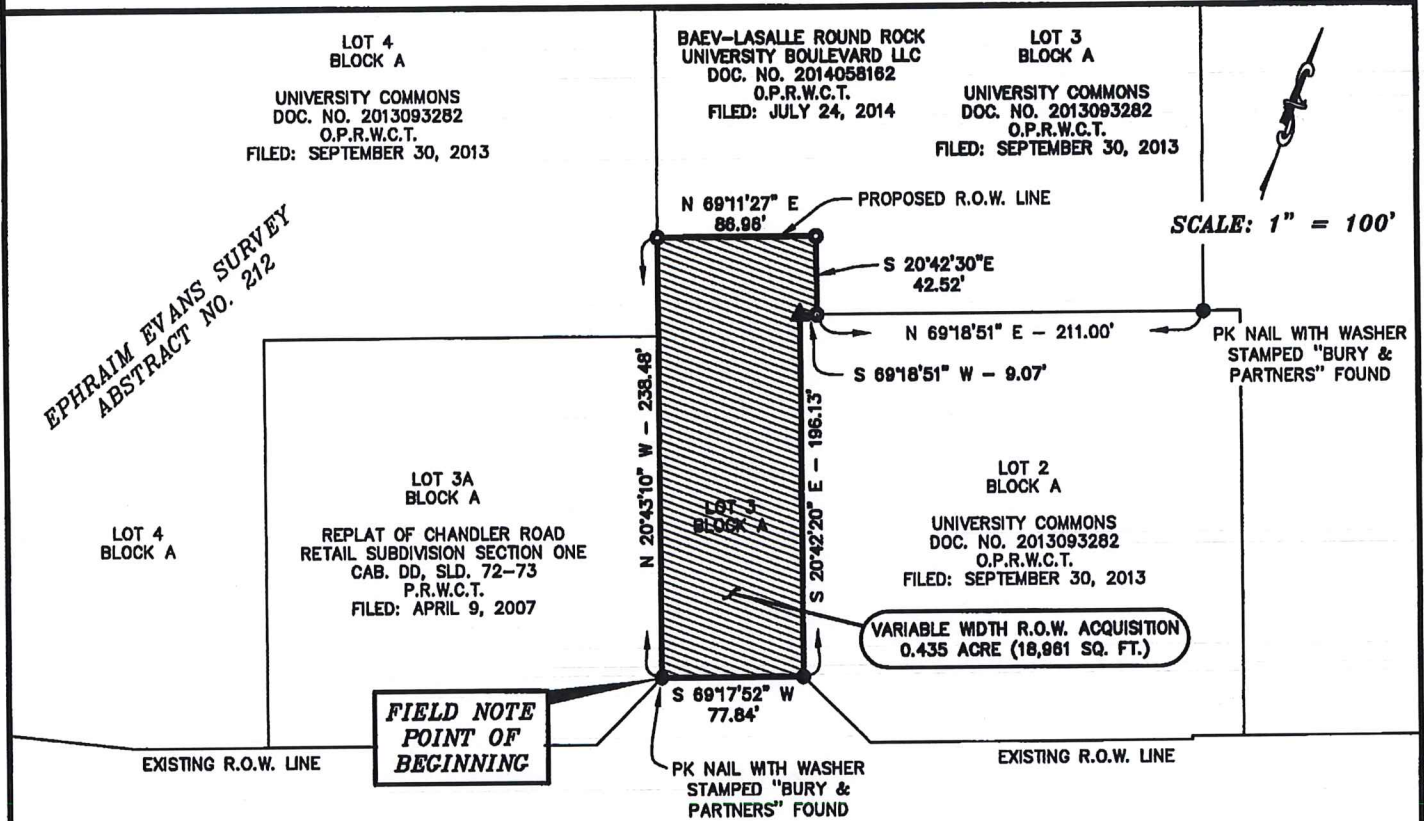


10-16-2015
Date

EXHIBIT "A"

(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION OF A 0.435 ACRE (18,961 SQ. FT.) TRACT OF LAND IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS



UNIVERSITY BOULEVARD (VARIABLE WIDTH R.O.W.)

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 PLASTIC YELLOW CAP STAMPED "BURY"
- = 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
engineers architects surveyors
A CP&Y COMPANY

WACO KILLEEN DALLAS ROUND ROCK

TBPLS 10051701

1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

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 16TH DAY OF OCTOBER, 2015.

SURVEYED: OCTOBER, 2015
OCTOBER, 2014

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



© 2015 ALL RIGHTS RESERVED

PLAT NO. A-4856

DRAFT DATE 10-16-2015

DRAWN BY TAB

WORK ORDER NO. 22824

FIELD BOOK/PAGE 190/35

TAB # A-4856

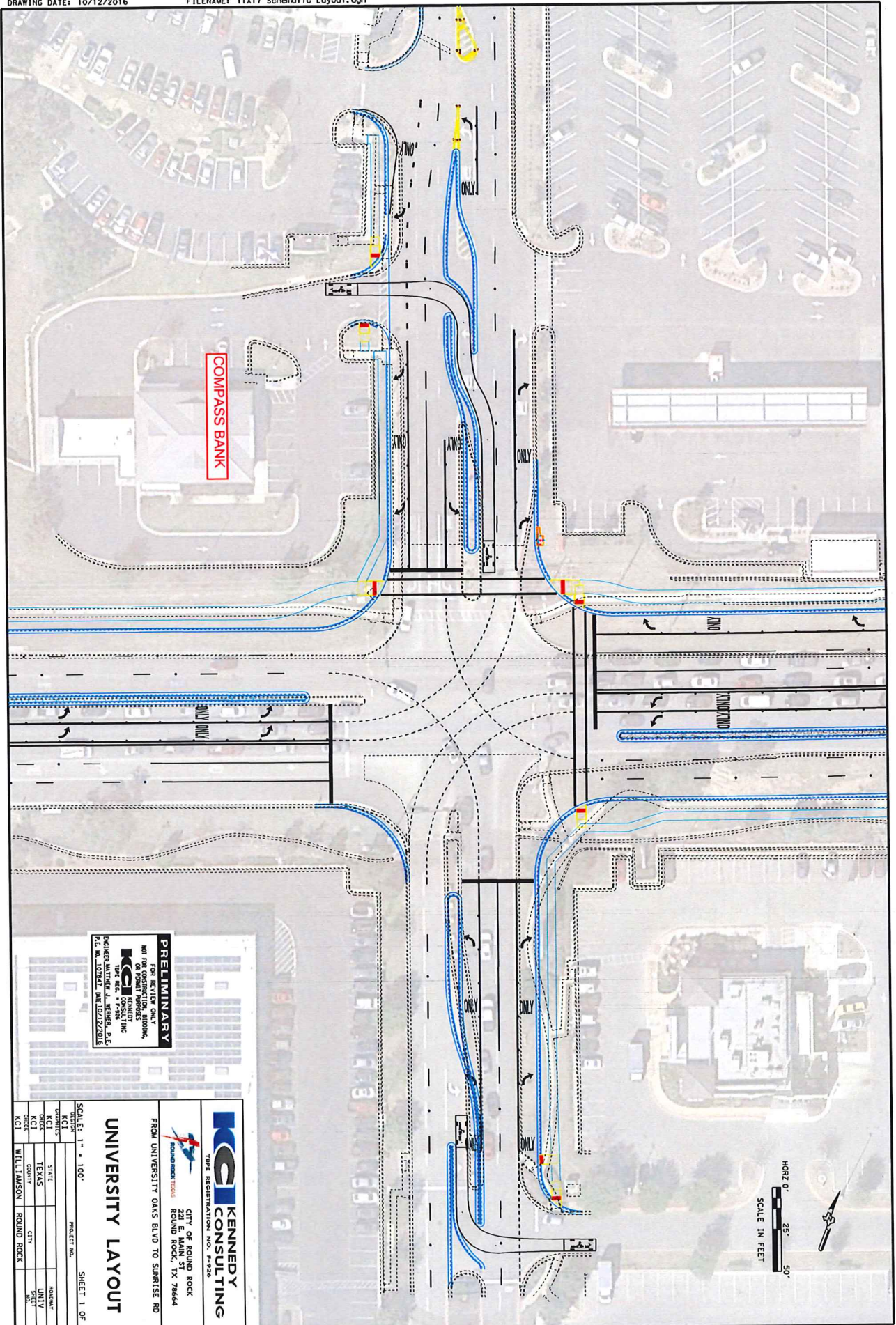
DIGITAL FILE 22824R-PARCELS

F/N # 23824-FN17

EXHIBIT "B"

DRAWING DATE: 10/12/2016

FILENAME: 11X17 Schematic Layout.dgn



PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
KCI KENNEDY CONSULTING INC.
TYPE RES. # P-926
DRAWN BY: M. J. WILSON, P.E.
DATE: 10/12/2016

KCI KENNEDY CONSULTING
TYPE REGISTRATION NO. P-926

CITY OF ROUND ROCK
221 E MAIN ST
ROUND ROCK, TX 78664

FROM UNIVERSITY OAKS BLVD TO SUNRISE RD

UNIVERSITY LAYOUT

SCALE: 1" = 100'

SHEET 1 OF 3

CLIENT	PROJECT NO.	ROUNDRAY
KCI		
STATE		UNIV
COUNTY		UNIV
CITY		UNIV
NO.		UNIV
WILLIAMSON	ROUND ROCK	

HORIZ 0°
25'
50'
SCALE IN FEET

EXHIBIT "C"

Parcel 3

DEED

University 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 BAEV-LASALLE ROUND ROCK UNIVERSITY BOULEVARD LLC, a Delaware limited liability company, 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 0.435 acre (18,961 square foot) tract in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**)

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 ____ day of _____, 2019.

[signature pages follow]

GRANTOR:

Baev-Lasalle Round Rock University Boulevard LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2019 by _____, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of _____

GRANTOR:

Baev-Lasalle Round Rock University Boulevard LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2019 by _____, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of _____

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: