

EXHIBIT

"A"

REAL ESTATE CONTRACT Gattis School Road Ph. 6 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between REALTEX VENTURES, INC., (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 0.359 acre (15,641 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 24);

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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of ONE HUNDRED FIFTY-ONE SEVEN HUNDRED EIGHTEEN and 00/100 Dollars (\$151,718.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, and for the cost of any damage to or curative measures for the remaining property of Seller, Purchaser shall pay the amount of ONE HUNDRED ONE THOUSAND THREE HUNDRED TWO and 00/100 Dollars (\$101,302.00)

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 January 31, 2020, 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) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide 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 and Additional Compensation.

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:

REALTEX VENTURES, INC.

By: James L. Mills
Name: James Mills
Its: manager
Date: 12-11-19

Address: 4606 Park Springs Blvd
Arlington TX 76017
Sk 110

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____

EXHIBIT A

County: Williamson
Parcel : 24
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 24

DESCRIPTION OF A 0.359 ACRE (15,641 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A (3.94 ACRES), MORNINGSIDE MEADOWS, SECTION FOUR, A SUBDIVISION OF RECORD IN CABINET R, SLIDES 232-233 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO REALTEX VENTURES, INC. RECORDED IN DOCUMENT NO. 2000021743 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.359 ACRE (15,641 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Bush Surveying" (GRID Coordinates determined as N=10154978.06, E=3153888.43 TxSPC Zone 4203) found 47.49 feet right of proposed Gattis School Road Baseline Station 187+97.01, being the common northerly corner of Lots 6 and 7 of Morningside Meadows, Section Three, a subdivision of record in Cabinet Q, Slide 391-393 of the Plat Records of Williamson County, Texas, same being in the southeasterly boundary line of said Lot 1, Block A, also being an angle point in the existing southerly right-of-way (ROW) line of Gattis School Road (ROW width varies), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Morningside Meadows, Section Three, with the proposed northerly ROW line of said Gattis School Road (ROW width varies), through the interior of said Lot 1, Block A, the following six (6) courses:

- 1) **S 84°31'04" W**, for a distance of **35.19** feet to an iron rod with aluminum cap stamped "ROW 4933" set 50.17 feet right of proposed Gattis School Road Baseline Station 187+61.92, for an angle point;
- 2) **S 88°24'39" W**, for a distance of **450.01** feet to an iron rod with aluminum cap stamped "ROW 4933" set 53.85 feet right of proposed Gattis School Road Baseline Station 183+11.92, for an angle point;
- 3) **S 02°18'12" E**, for a distance of **17.63** feet to an iron rod with aluminum cap stamped "ROW 4933" set 71.47 feet right of proposed Gattis School Road Baseline Station 183+12.29, for an angle point;
- 4) **S 89°05'42" W**, for a distance of **57.19** feet to an iron rod with aluminum cap stamped "ROW 4933" set 71.25 feet right of proposed Gattis School Road Baseline Station 182+55.10, for an angle point;
- 5) **S 23°04'42" W**, for a distance of **21.11** feet to an iron rod with aluminum cap stamped "ROW 4933" set 90.51 feet right of proposed Gattis School Road Baseline Station 182+46.45, for an angle point;

- 6) **S 78°06'35" W**, for a distance of **153.55** feet to an iron rod with aluminum cap stamped "ROW 4933" set 119.20 feet right of proposed Gattis School Road Baseline Station 180+95.60, being in the existing easterly ROW line of Red Bud Lane (County Road 122), (ROW width varies), same being the westerly boundary line of said Lot 1, for the southwesterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with the existing easterly ROW line of said Red Bud Lane, same being the westerly boundary line of said Lot 1, the following two (2) courses:

- 7) **N 01°55'35" W**, for a distance of **48.84** feet to a 1/2" iron rod found, being a point of curvature of a non-tangent curve to the right;
- 8) Along said non-tangent curve to the right, having a delta angle of **89°27'33"**, a radius of **25.00** feet, an arc length of **39.03** feet and a chord which bears **N 43°42'22" E**, for a distance of **35.19** feet to a calculated point of non-tangency in said existing southerly ROW line of Gattis School Road;
- 9) **THENCE**, with said existing southerly ROW line, same being the northerly boundary line of said Lot 1, **N 88°24'39" E**, for a distance of **684.45** feet to the calculated northeasterly corner of said Lot 1, being an angle point in said existing southerly ROW line, for the northeasterly corner of the herein described tract;
- 10) **THENCE**, with said existing southerly ROW line, same being the southeasterly boundary line of said Lot 1, **S 41°50'30" W**, for a distance of **10.48** feet to the **POINT OF BEGINNING**, containing 0.359 acre (15,641 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description 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 direct supervision.

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

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

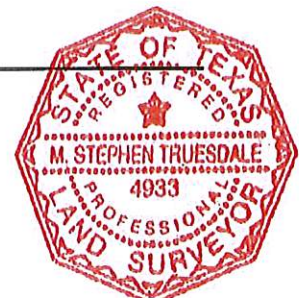


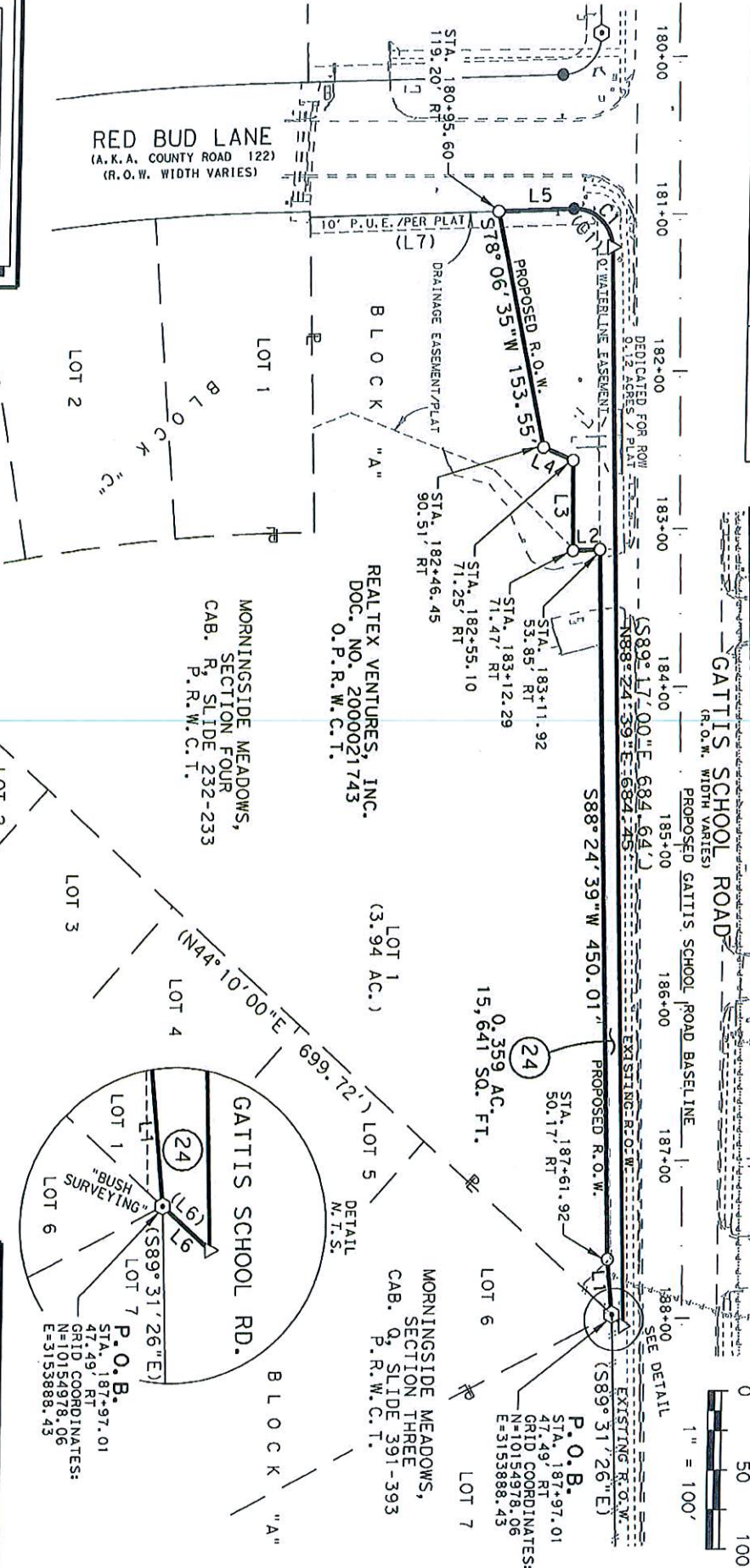
EXHIBIT	PLAT TO ACCOMPANY PARCEL DESCRIPTION
1	

NUMBER	DIRECTION	DISTANCE
L1	S84°31'04"W	35.19'
L2	S02°18'12"E	17.63'
L3	S89°05'42"W	57.19'
L4	S23°04'42"W	21.11'

NUMBER	DIRECTION	DISTANCE
L5	N01°55'35"W	48.84'
L6	S41°50'30"W	10.48'
(L6)	(S44°10'00"W)	(10.26')
(L7)	(N00°24'58"E)	(170.80')

SAMUEL JENKINS SURVEY
ABSTRACT NO. 347

Rev: 10/08/19
03/22/2018
PAGE 3 OF 4



IN LAND

GEODETICS

PROFESSIONAL LAND SURVEYORS

1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78661

PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

MORNINGSIDE MEADOWS, SECT 1
CAB. M, SLIDE 386-388
P.R.W.C.T.

**PARCEL PLAT SHOWING PROPERTY OF
REALTEX VENTURES, INC.**

PARCEL 24

S:\BROWN&GAY\GATTIS SCHOOL-REDBUD TO VIA SONOMA\PARCELS\PARCEL 24-BE\TEXT VENTURES-LOT 1\MOORUCTIONE USE\BROWN

EXHIBIT <i>A</i>	PLAT TO ACCOMPANY PARCEL DESCRIPTION
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£	CENTER LINE
ⓔ	PROPERTY LINE
)	RECORD INFORMATION
✓	LINE BREAK
✓	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS
O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL RECORDS, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS
	WILLIAMSON COUNTY, TEXAS

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1845382-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE NOVEMBER 8, 2018, ISSUE DATE NOVEMBER 16, 2018.

1. RESTRICTIVE COVENANTS: CABINET R, SLIDES 232-233, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10B. 10' WATERLINE EASEMENT ALONG THE NORTH PROPERTY LINE AS SHOWN ON THE PLAT AND DEDICATION AS SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.
- C. 10' PUBLIC UTILITY EASEMENT ALONG THE WEST PROPERTY LINE AS SHOWN ON THE PLAT AND DEDICATION AS SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.
- D. DRAINAGE EASEMENTS OF VARYING WIDTHS ACROSS THE MOST WESTERLY PORTION OF SUBJECT PROPERTY AS SHOWN ON THE PLAT AND DEDICATION AS SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.
- E. ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINES TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 848, PAGE 667, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- F. WATER DISTRIBUTION LINE TO MANVILLE WATER SUPPLY CORPORATION RECORDED IN VOLUME 11069, PAGE 364, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- G. DRAINAGE EASEMENT TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NO. 9619004, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

NAME	DATE
M. STEPHEN TRUESDALE	10/24/2011

REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.359	15,641
CALC/DEED AREA	3.94	171,626
REMAINDER AREA	3.581	155,985

GEODETICS

PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
REALTEX VENTURES, INC.

PARCEL 24

EXHIBIT "B"

Parcel 24

DEED

Gattis School Road Ph. 6 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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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 REALTEX VENTURES, INC., 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 0.359 acre (15,641 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 24)

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 Gattis School Road.

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 11 day of December, 2019.

[signature page follows]

GRANTOR:

REALTEX VENTURES, INC.

By: James L. Mills
Name: James Mills
Its: Manager

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Tarrant §
§

This instrument was acknowledged before me on this the 11 day of December, 2019 by James Mills, in the capacity and for the purposes and consideration recited therein.

TERRI MCGRATH
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 Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: