

EXHIBIT

"A"

REAL ESTATE CONTRACT CR 112 Right of Way + Remainder

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **NORTH PALOMA LAKE DEVELOPMENT, INC., a Texas corporation**, (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 0.319 acre (13,875 square foot) tract of land out of and situated in the John L. Justice Survey, Abstract No. 356 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**); and

All of that certain 3.821 tract of land out of and situated in the John L. Justice Survey, Abstract No. 356 in Williamson County, Texas; more fully described by metes and bounds title survey in Exhibit "B", attached hereto and incorporated herein (**Parcel 9R**);

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 Exhibits "A-B" 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, 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 ONE MILLION SIX HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED FORTY-FIVE and 00/100 Dollars (\$1,631,145.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds 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 current, actual knowledge of Seller's president:

(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 portion of the Property described in Exhibit "A" herein is being conveyed to Purchaser in lieu of and under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before July 15, 2023, or at such time, date, and place as Seller and Purchaser may agree, 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 Exhibits "A-B", free and clear of any and all monetary 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 "C" 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.

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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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 as incurred.

**ARTICLE VI
BREACH BY SELLER**

6.01. 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**

7.01. 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. Intentionally deleted.

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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after July 15, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

NORTH PALOMA LAKE DEVELOPMENT, INC.,
a Texas corporation

By: Blake Magee
Blake J. Magee, President

Address: 1011 N. Lamar Blvd.
Austin, Texas 78703

Date: May 23, 2023

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.319 ACRE (13,875 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN L. JUSTICE SURVEY, ABSTRACT NO. 356 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 92.18 ACRE TRACT IN SPECIAL WARRANTY DEED TO NORTH PALOMA LAKE DEVELOPMENT, INC. RECORDED IN DOCUMENT NO. 2014004361 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.319 ACRE (13,875 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "CORR-ROW" set 83.40 feet right of County Road (C.R.) 112 Baseline Station 94+43.45 (Grid Coordinates determined as N=10,180,159.04 E=3,150,209.92), in the proposed southerly Right-of-Way (ROW) line of C.R. 112 (variable width ROW), being an ell corner in the existing southerly ROW line of C.R. 112 (variable width ROW), same being the northeasterly corner of Lot 22 of the Paloma Lake Section 16 subdivision, recorded in Document No. 2017098995 of the Official Public Records of Williamson County, Texas, being the westerly line of said remainder of the 92.18 acre tract, for the most southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, departing said proposed ROW line, with the common line of said existing ROW line and the remainder of the 92.18 acre tract, N 30°14'35" W for a distance of 20.63 feet to an iron rod with plastic cap stamped "RJ" found, being the northeasterly corner of said remainder of the 92.18 acre tract, for the northwesterly corner of the herein described parcel;

THENCE, continuing with said existing southerly ROW line, being the common line of said remainder of the 92.18 acre tract, the following two (2) courses:

- 2) N 59°45'23" E for a distance of 594.83 feet to an iron rod with plastic cap stamped "RJ" found, being the northeasterly corner of the herein described parcel;
- 3) S 30°14'35" E for a distance of 26.02 feet to an iron rod with aluminum cap stamped "CORR-ROW" set 83.40 feet right of C.R. 112 Baseline Station 100+38.31, in said proposed ROW line, same being in the existing westerly ROW line of Paloma Lake Blvd. (65' ROW width), for the southeasterly corner of the herein described parcel;
- 4) **THENCE**, departing said existing ROW line, through the interior of said remainder of the 92.18 acre tract, with said proposed ROW line, S 60°16'32" W for a distance of 594.86 feet to the **POINT OF BEGINNING**, containing 0.319 acres (13,875 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.

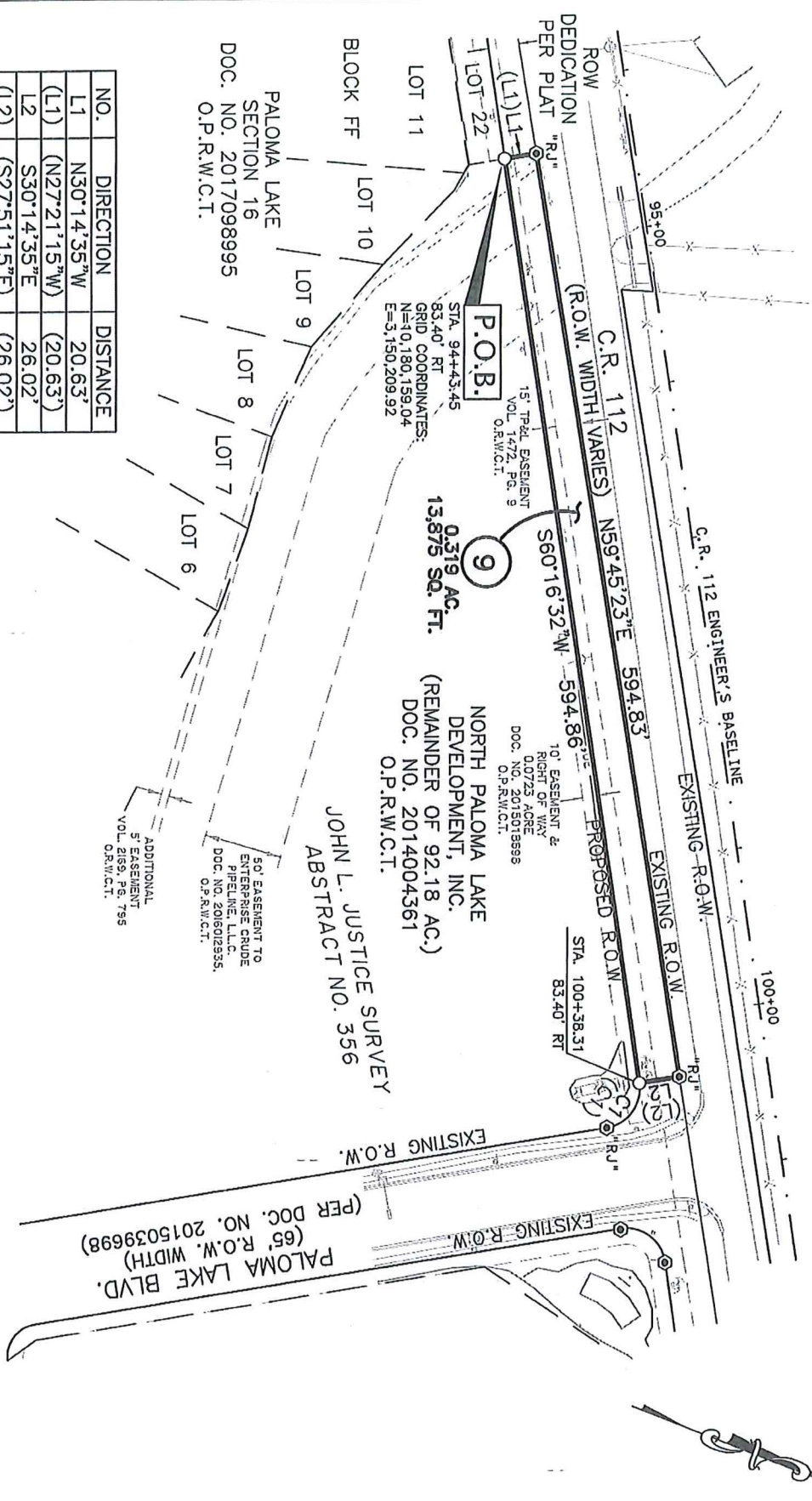
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

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

9 Jan 2023



EXHIBIT A
PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N30°14'35"W	20.63'
(L1)	(N27°21'15"W)	(20.63')
L2	S30°14'35"E	26.02'
(L2)	(S27°51'15"E)	(26.02')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	89°29'51"	25.00'	39.05'	35.20'	N74°58'02"W
(C1)	(89°30'45")	(25.00')	(39.06')	(35.20')	(N72°04'42"W)

PARCEL PLAT SHOWING PROPERTY OF

NORTH PALOMA LAKE DEVELOPMENT, INC.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
CR 112

PARCEL 9
0.319 AC.
13,875 SQ. FT.

PAGE 2 OF 4

01/03/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1304 CHISHOLM TRAIL, NO. STE. 103
ROUND ROCK, TX. 78681
PH: (512) 238-1200 FAX: (512) 238-1451
FIRM REGISTRATION NO. 100921-00

EXHIBIT A
PLAT TO ACCOMPANY DESCRIPTION

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2201286, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE SEPTEMBER 28, 2022, ISSUE DATE OCTOBER 06, 2022.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. 2013000628, OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, SUBJECT TO.

10C. PIPELINE EASEMENT AND RIGHT OF WAY GRANTED TO LONE STAR GAS COMPANY, AS SET FORTH AND DESCRIBED IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLAMSON COUNTY TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. EASEMENT AND RIGHT OF WAY FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, GRANTED TO TEXAS POWER & LIGHT COMPANY, AS SET FORTH AND DESCRIBED IN VOLUME 304, PAGE 256, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. EASEMENT AND RIGHT-OF-WAY FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, GRANTED TO TEXAS POWER & LIGHT COMPANY, AS SET FORTH AND DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 304, PAGE 257, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, DOES NOT AFFECT.

F. EASEMENT AND RIGHT-OF-WAY FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, GRANTED TO TEXAS POWER & LIGHT COMPANY, AS SET FORTH AND DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 304, PAGE 258, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. EASEMENT AND RIGHT-OF-WAY FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, GRANTED TO TEXAS POWER & LIGHT COMPANY, AS SET FORTH AND DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 386, PAGE 664, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. EASEMENT AND RIGHT-OF-WAY FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION AND TELEPHONE LINE, GRANTED TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY, AS SET FORTH AND DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 651, PAGE 33, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I. PIPELINE EASEMENT AND RIGHT-OF-WAY GRANTED TO SEMINOLE PIPELINE COMPANY, AS SET FORTH AND DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 840, PAGE 699, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, AS AMENDED BY SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT RECORDED IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

01/03/2023



<p>SCALE</p> <p>1" = 100'</p>	<p>PROJECT</p> <p>CR 112</p>
<p>PARCEL 9</p> <p>0.319 AC.</p> <p>13,875 SQ. FT.</p> <p>PAGE 3 OF 4</p>	

PARCEL PLAT SHOWING PROPERTY OF
NORTH PALOMA LAKE DEVELOPMENT, INC.

WILLAMSON COUNTY

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

<ul style="list-style-type: none"> ○ IRON ROD WITH ALUMINUM CAP STAMPED "CORR-ROW" SET ⊙ IRON ROD WITH PLASTIC CAP FOUND - AS NOTED ● 1/2" IRON ROD FOUND ⊠ TxDOT TYPE II CONCRETE MONUMENT FOUND △ CALCULATED POINT ⊞ PROPERTY LINE — LINE BREAK 	<ul style="list-style-type: none"> ↔ DENOTES COMMON OWNERSHIP POINT OF BEGINNING RECORD INFORMATION () 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
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J. EASEMENT AND RIGHT-OF-WAY FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE, GRANTED TO TEXAS POWER & LIGHT COMPANY, AS SET FORTH AND DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 1472, PAGE 9, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

K. EASEMENT AND RIGHT-OF-WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS FACILITIES, GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, AS SET FORTH AND DESCRIBED BY INSTRUMENT FILED FOR RECORD UNDER WILLIAMSON COUNTY CLERK'S FILE NO(S). 2015018698, AFFECTS AS SHOWN.

L. PIPELINE EASEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE LLC, AS SET FORTH AND DESCRIBED BY INSTRUMENT FILED FOR RECORD UNDER WILLIAMSON COUNTY CLERK'S FILE NO(S). 2016012935, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 9 Jan 2023

M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF
NORTH PALOMA LAKE DEVELOPMENT, INC.



SCALE
 1" = 100'

WILLIAMSON COUNTY

PROJECT
 CR 112

PARCEL 9
 0.319 AC.
 13,875 SQ. FT.
 PAGE 4 OF 4

01/03/2023

EXHIBIT "C"

Parcel 9 (Whole)

DEED

County Road 112 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 **NORTH PALOMA LAKE DEVELOPMENT, INC.** a Texas Corporation 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 (the "Property"):

All of that certain 0.319 acre (13,875 square foot) tract of land out of and situated in the John L. Justice Survey, Abstract No. 356 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**); and

All of that certain 3.821 acre tract of land out of and situated in the John L. Justice Survey, Abstract No. 356 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 9R**)

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.

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 by, through or under Grantor.

The portion of the Property described in Exhibit "A" attached hereto is being conveyed under the threat of and in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

NORTH PALMOA LAKE DEVELOPMENT, INC. a Texas Corporation

By: _____
Blake J. Magee, President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____,
2023 by Blake J. Magee, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
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: