

EXHIBIT

"A"

REAL ESTATE CONTRACT

North Mays Street Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **WEED INSTRUMENT CO., INC., A TEXAS CORPORATION DOING BUSINESS AS ULTRA ELECTRONICS, NUCLEAR SENSORS & PROCESS INSTRUMENTATION** (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 0.1872-acre (8,155 square foot) tract of land out of and situated in the David Curry Survey, Abstract No. 130 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 1**);

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 AND SPECIAL PROVISIONS

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 TWO HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$225,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

2.03. Driveway Reconstruction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to North Mays Street, upon the Property it shall cause a replacement driveway to be built between the edge of proposed roadway improvements and the remaining property of Seller. The driveway shall otherwise be constructed in the location and according to the specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Agreement Seller shall allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

**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; and

4.02. The Property 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 Rise Title Company on or before September 2, 2024, 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 Exhibit "A" 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 and incorporated herein.

(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. 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

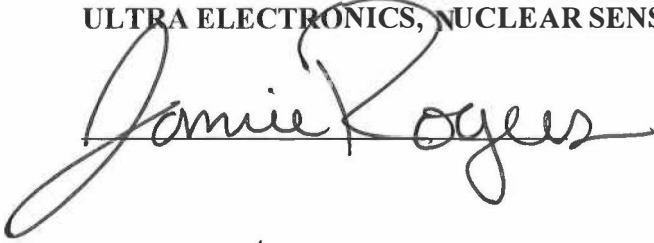
8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

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 September 2, 2024, 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 purchase transaction closing.

SELLER:

**WEED INSTRUMENT CO., INC., A TEXAS CORPORATION DOING BUSINESS AS
ULTRA ELECTRONICS, NUCLEAR SENSORS & PROCESS INSTRUMENTATION**

A handwritten signature in black ink that reads "Jamie Rogers". The signature is written in a cursive style with a large, looping initial "J".

Date: 7/30/2024

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____

County: Williamson
Parcel: 1, Ultra Electronics-NSPI
Highway: N. Mays Extension

03/06/2024
Page 1 of 5

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1872 ACRE (8,155 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2-A OF THE REPLAT OF AMORRON PARK II LOT 1 & DKRC SUBDIVISION LOT 2, RECORDED IN CABINET M, SLIDES 59-60, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN A GENERAL WARRANTY DEED TO WEED INSTRUMENT CO., INC (KNOWN AS ULTRA ELECTRONICS-NSPI PER WILLIAMSON COUNTY APPRAISAL DISTRICT), RECORDED IN VOLUME 2726, PAGE 89, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1872 ACRE (8,155 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with aluminum cap stamped "CORR" found 50.22 feet left of N Mays Street Baseline Station 17+13.03, (Grid Coordinates determined as N=10,169,702.45, E=3,128,966.98), on the proposed westerly right-of-way (ROW) of N Mays Street (ROW varies), at its intersection with the north boundary line of Lot 2A, of the REPLAT OF AMANDA SUBDIVISION LOT 2 & 3, BLOCK "A", recorded in Cabinet K, Slides 29-30, of the Plat Records of Williamson County, Texas, said point also being the southerly boundary line of said Lot 2-A, and for the northwest corner of that certain called 0.224 acre tract of land described in a Special Warranty Deed to the City of Round Rock of record in Document No. 2009060866, of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described parcel and from which point a 1/2 inch iron rod found being the southeast corner of Lot 1, of the final plat of DKRC SUBDIVISION, recorded in Cabinet M, Slides 9-10, of the Plat Records of Williamson County, Texas, said point being the southwest corner of said Lot 2-A, said point also being the north boundary line of Lot 1, Block "A", AMANDA SUBDIVISION, recorded in Cabinet J, Slides 221-222, of the Plat Records of Williamson County, Texas bears S 69°43'59" W, a distance of 437.20 feet;

THENCE, departing the existing ROW line of said N Mays Street (ROW varies), with the proposed westerly ROW line of said N Mays Street, over and across said Lot 2-A, the following ten (10) courses:

- 1) along a curve to the right, having a radius of **649.00 feet**, a delta angle of **04°49'23"**, an arc length of **54.63 feet**, and a chord which bears **N 08°47'59" E**, a distance of **54.61 feet**, to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set, for a point of tangency being 49.00 feet left of N Mays Street Baseline Station 17+63.55;
- 2) **N 10°00'41" E**, a distance of **126.40 feet**, to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set, for a point of curvature to the left being 49.00 feet left of N Mays Street Baseline Station 18+89.95;
- 3) with a curve turning to the left with a radius of **551.00 feet**, a delta angle of **14°19'47"**, with an arc length of **137.80 feet**, and a chord which bears **N 02°50'48" E**, a distance of **137.45 feet**; to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set, being 49.00 feet left of N Mays Street Baseline Station 20+40.16;
- 4) **N 77°16'26" E** a distance of **2.97 feet** to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set, being 46.47 feet left of N Mays Street Baseline Station 20+40.72;
- 5) **N 13°19'12" W** a distance of **21.52 feet** to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set, at the beginning of a non-tangent curve to the left, being 49.00 feet left of N Mays Street Baseline Station 20+63.78;
- 6) with a curve to the left with a radius of **551.00 feet**, a delta angle of **06°07'59"**, an arc length of **58.98 feet**, and a chord which bears **N 09°38'28" W**, a distance of **58.95 feet**, to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set, being 49.00 feet left of N Mays Street Baseline Station 21+27.28;
- 7) **N 12°42'28" W**, a distance of **155.50 feet**, to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set being 49.00 feet left of N Mays Street Baseline Station 22+83.37;
- 8) **N 61°17'48" W**, a distance of **58.50 feet**, to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set being 92.87 feet left of N Mays Street Baseline Station 23+22.06;
- 9) **S 70°06'52" W**, a distance of **89.16 feet**, to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set being 181.33 feet left of N Mays Street Baseline Station 23+10.92;
- 10) **N 19°53'08" W**, a distance of **9.04 feet**, to a 5/8 inch iron rod with aluminum cap stamped "CORR-ROW" set on the existing southerly ROW line of Jeffrey Way (60' ROW width), as shown on Cabinet D, Slide 399, said Plat Records, being 182.47 feet left of N Mays Street Baseline Station 23+19.97, for the northwest corner of the herein described parcel, from which a 1/2 inch iron rod found with plastic cap stamped "BAKER AICKLEN ASSOC"

County: Williamson
Parcel: 1, Ultra Electronics-NSPI
Highway: N. Mays Extension

03/06/2024
Page 2 of 5

found being the northeasterly corner of said Lot 1, DKRC Subdivision, same point being the northwesterly corner of said Lot 2-A, bears S 69°45'23" W, along said southerly ROW line of Jeffery Way, a distance of 416.66 feet;

THENCE, departing said proposed ROW line, with said existing southerly ROW line of Jeffrey Way, same line being the north boundary line of said Lot 2-A, the following four (4) courses:

- 11) **N 69°45'23" E**, a distance of **82.71 feet**, to a 1/2 inch iron rod found for the beginning of a curve to the right;
- 12) along said curve to the right, having a radius of **20.00 feet**, a delta angle of **50°42'47"**, an arc length of **17.70 feet**, and a chord which bears **S 84°37'29" E**, a distance of **17.13 feet**, to a 1/2 inch iron rod found for a point of reverse curvature;
- 13) along a curve to the left, having a radius of **60.00 feet**, a delta angle of **26°38'36"**, an arc length of **27.90 feet**, and a chord which bears **S 72°31'37" E**, a distance of **27.65 feet**, to a 1/2 inch iron rod found for a point of reverse curvature;
- 14) along a curve to the right, having a radius of **25.00 feet**, a delta angle of **72°51'15"**, an arc length of **31.79 feet**, and a chord which bears **S 49°23'10" E**, a distance of **29.69 feet**, to a 1/2 inch iron rod found for a point of tangency on the existing westerly ROW line of N Mays Street (ROW width varies), and on the easterly boundary line of said Lot 2-A;

THENCE, departing said existing southerly ROW line of Jeffrey Way, with said existing westerly ROW line of N Mays Street, same line being said east boundary line of Lot 2-A, the following three (3) courses:

- 15) **S 12°52'45" E**, a distance of **230.23 feet**, to a 1/2 inch iron rod found for the beginning of a curve to the right;
 - 16) along said curve to the right, having a radius of **300.89 feet**, a delta angle of **22°48'03"**, an arc length of **119.74 feet**, and a chord which bears **S 01°30'20" E**, a distance of **118.95 feet**, to a 1/2 inch iron rod found for point of tangency;
 - 17) **S 09°55'16" W**, a distance of **206.95 feet**, to a calculated point, being the southeast corner of said Lot 2-A, for the southeast corner of the herein described parcel;
- 18) **THENCE, S 69°43'59" W**, continuing with said west ROW line of N Mays, same line being the common line of said 0.224 City of Round Rock tract, and said Lot 2-A, a distance of **16.14 feet**, to the **POINT OF BEGINNING**, containing 0.1872 acres (8,155 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

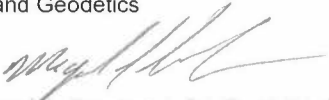
Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD_83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99987384.

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

That I, Miguel A. Escobar, 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 January 2023.

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

Inland Geodetics

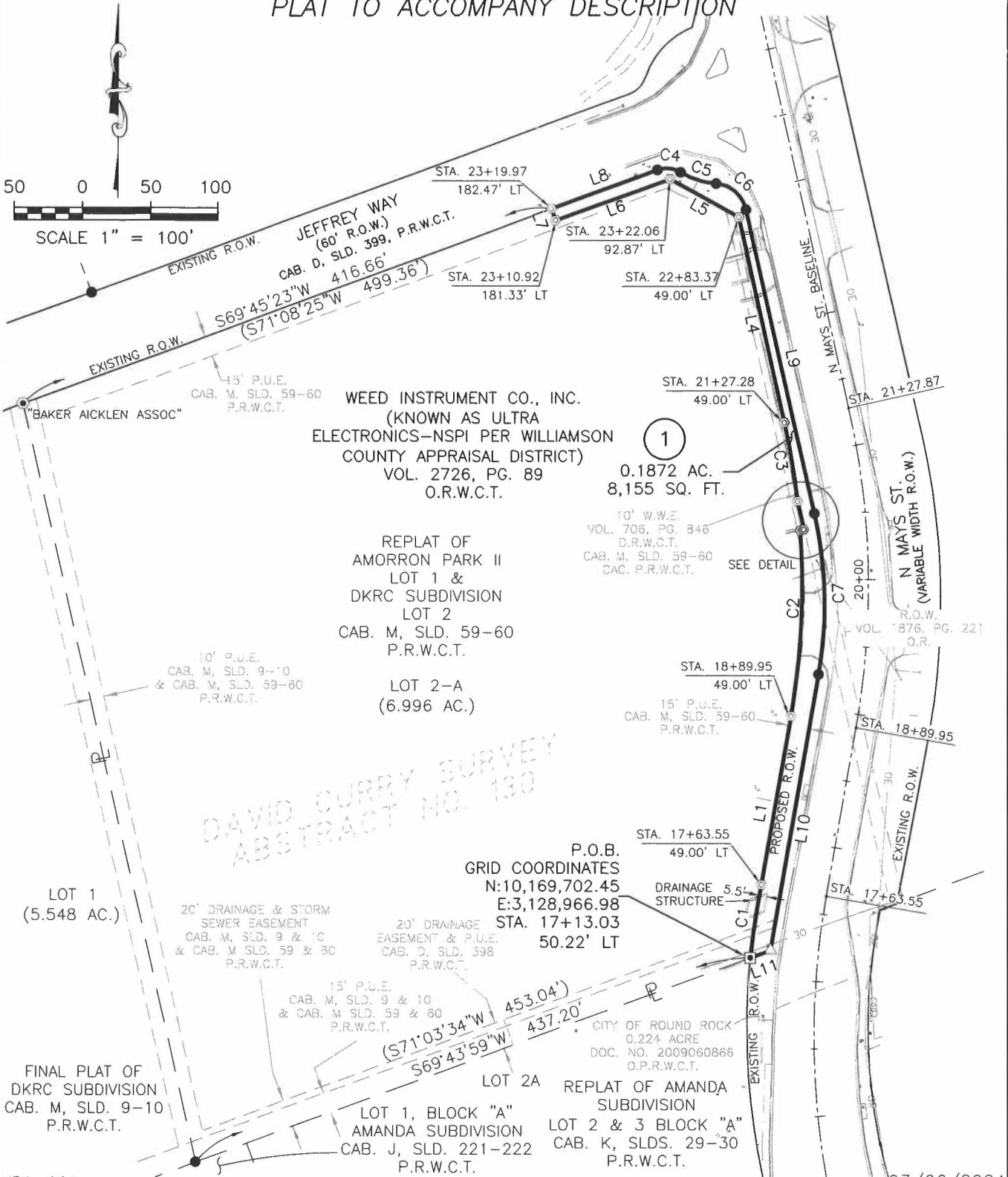

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Project No. KPA-001



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EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION



KPA-001

03/06/2024



PARCEL PLAT SHOWING PROPERTY OF

ULTRA ELECTRONICS-NSPI

PARCEL 1
 0.1872 AC.
 8,155 SQ. FT.

SCALE
 1" = 100'

WILLIAMSON COUNTY

PROJECT
 N. MAYS EXT

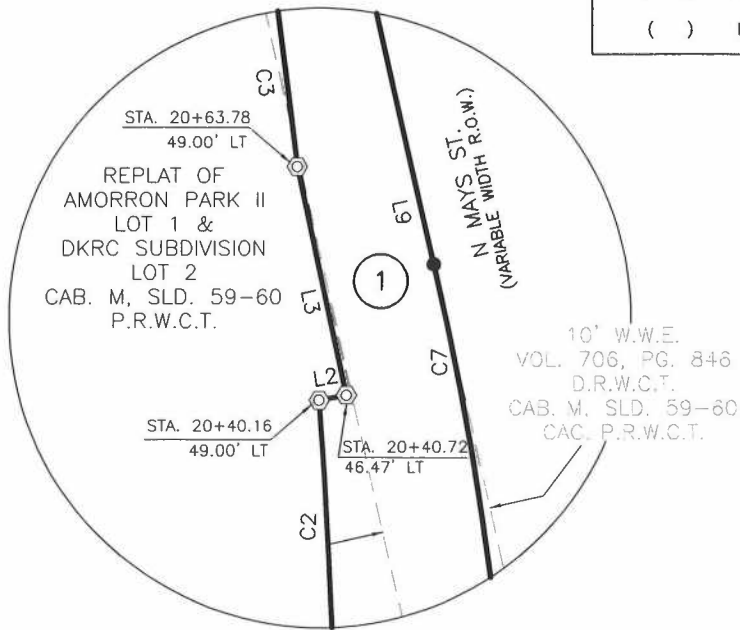
PAGE 3 OF 5

EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ◻ IRON ROD W/ ALUMINUM CAP STAMPED "CORR" FOUND
- ◉ 1/2" IRON ROD WITH CAP FOUND (AS NOTED)
- 1/2" IRON ROD FOUND
- ⊙ 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "CORR-ROW" SET
- ┌ PROPERTY LINE
- P.R.W.C.T. PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS, WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION



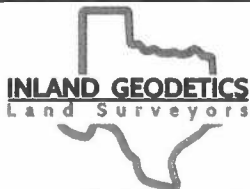
DETAIL
(NOT TO SCALE)

LINE	BEARING	DISTANCE
L1	N 10°00'41" E	126.40'
L2	N 77°16'26" E	2.97'
L3	N 13°19'12" W	21.52'
L4	N 12°42'28" W	155.50'
L5	N 61°17'48" W	58.50'
L6	S 70°06'52" W	89.16'
L7	N 19°53'08" W	9.04'
L8	N 69°45'23" E	82.71'
L9	S 12°52'45" E	230.23'
(L9)	(S 11°29'43" E)	(230.23')
L10	S 09°55'16" W	206.95'
(L10)	(S 11°18'18" W)	(207.22')
L11	S 69°43'59" W	16.14'
(L11)	(S69°45'55"W)	(15.96')

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	649.00'	4°49'23"	54.63'	N 08°47'59" E	54.61'
C2	551.00'	14°19'47"	137.80'	N 02°50'48" E	137.45'
C3	551.00'	6°07'59"	58.98'	N 09°38'28" W	58.95'
C4	20.00'	50°42'47"	17.70'	S 84°37'29" E	17.13'
(C4)	(20.00')	(50°43'36")	(17.71')	(S83°14'27"E)	(17.13')
C5	60.00'	26°38'36"	27.90'	S 72°31'37" E	27.65'
(C5)	(60.00')	(26°38'40")	(27.90')	(S71°08'35"E)	(27.65')
C6	25.00'	72°51'15"	31.79'	S 49°23'10" E	29.69'
(C6)	(25.00')	(72°51'08")	(31.79')	(S48°00'08"E)	(29.69')
C7	300.89'	22°48'03"	119.74'	S 01°30'20" E	118.95'
(C7)	(300.89')	(22°48'02")	(119.74')	(S00°07'18"E)	(118.95')

KPA-001

03/06/2024



PARCEL PLAT SHOWING PROPERTY OF

ULTRA ELECTRONICS-NSPI

PARCEL 1
0.1872 AC.
8,155 SQ. FT.

WILLIAMSON COUNTY

PROJECT
N. MAYS EXT

PAGE 4 OF 5

EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99987384.
2. THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF A SEPARATE METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT.


THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF 23050008RTR0, ISSUED BY RISE TITLE INSURANCE COMPANY, EFFECTIVE DATE MAY 16, 2023, ISSUE DATE MAY 19, 2023.

SCHEDULE B, ITEM 1:
 RESTRICTIVE COVENANTS: VOLUME 422, PAGE 581, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION, OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.

- SCHEDULE B, ITEM 10:
- A. RIGHTS OF PARTIES IN POSSESSION.
 - B. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.
 - C. RIGHTS OF PUBLIC, THE STATE OF TEXAS AND THE MUNICIPALITY IN AND TO THAT PORTION OF SUBJECT PROPERTY, IF ANY, LYING WITHIN THE BOUNDARIES OF ANY ROADWAY, PUBLIC OR PRIVATE.
 - D. ANY VISIBLE AND APPARENT EASEMENTS ON OR ACROSS THE PROPERTY HEREIN DESCRIBED, WHICH ARE NOT SHOWN OF RECORD.
 - E. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
 - F. THE FOLLOWING MATTER(S) AFFECTING THE SUBJECT PROPERTY AS SHOWN ON PLAT/MAP RECORDED IN CABINET M, SLIDE 59, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS:
 15' PUBLIC UTILITY EASEMENT ALONG THE NORTH,

- SOUTH AND EAST PROPERTY LINE(S). (SHOWN)
 20' DRAINAGE AND STORM SEWER EASEMENT ALONG THE SOUTH PROPERTY LINE. (SHOWN)
 20' DRAINAGE AND PUBLIC UTILITY EASEMENT ALONG THE SOUTH PROPERTY LINE. (SHOWN)
- G. EASEMENT AS SHOWN IN INSTRUMENT FILED IN VOLUME 422, PAGE 581, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)
 - H. WASTEWATER EASEMENT AS SHOWN IN INSTRUMENT FROM THERON S. BRADFORD, TRUSTEE TO BJ-HUGHES, INC., A CORPORATION CHARTER UNDER THE LAWS OF THE STATE OF DELAWARE, DATED APRIL 10, 1978 AND FILED IN VOLUME 706, PAGE 846, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS SHOWN ON PLAT RECORDED IN CABINET M, SLIDE 59, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS. (SHOWN)
 - I. POLLUTION ABATEMENT PLAN RECORDED IN CLERK'S FILE NO. 9532807, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)
 - J. ANY RIGHTS, LIENS, OR CLAIMS IN FAVOR OF UPPER BRUSHY CREEK WCID, INCLUDING BUT NOT LIMITED TO ANY LIEN SECURING THE PAYMENT OF ASSESSMENTS LEVIED AGAINST THE LAND IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE, WHICH PROVIDES THAT SAID LIEN IS: "(1) A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED; (2) SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT, LIENS OR CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT, OR MUNICIPAL AD VALOREM TAXES: (§372.018 (B), TEXAS LOCAL GOVERNMENT CODE) (NOT A SURVEY MATTER)

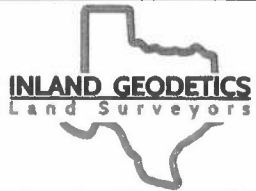
I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION ON JANUARY 2023.

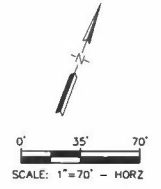
INLAND GEODETICS

 MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
 TEXAS REG. NO. 5630
 1504 CHISHOLM TRAIL RD #103
 ROUND ROCK, TX 78681
 TPBELS FIRM NO. 10059100



03/06/2024

KPA-001

	PARCEL PLAT SHOWING PROPERTY OF ULTRA ELECTRONICS-NSPI		PARCEL 1 0.1872 AC. 8,155 SQ. FT.
	WILLIAMSON COUNTY	PROJECT N. MAYS EXT	PAGE 5 OF 5



This document is released for the purpose of interim review under the authority of ALVIN R. SUTTON, III, P.E. 96530 on ----. It is not to be used for construction, bidding or permit purposes.



KPA KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
TEMPLE, TEXAS 76501

NORTH MAYS EXTENSION
PARCEL #1: R347956
ULTRA ELECTRONICS-NSPI
707 JEFFREY WAY ROUND ROCK 78665

DESIGN	FEU NO	FEDERAL AID PROJECT NO.	SHEET NO.
ASK			115
DRAWN	STATE	COUNTY	
BJR	TEXAS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB
ARS			

11/22/2023
 P:\A\Round Rock\2020\2020-187 - N. Mays, Williamson, CAD\EXHIBITS\PARCEL_1.dwg
 P:\A\Round Rock\2020\2020-187 - N. Mays, Williamson, CAD\EXHIBITS\PARCEL_1.dwg

EXHIBIT B

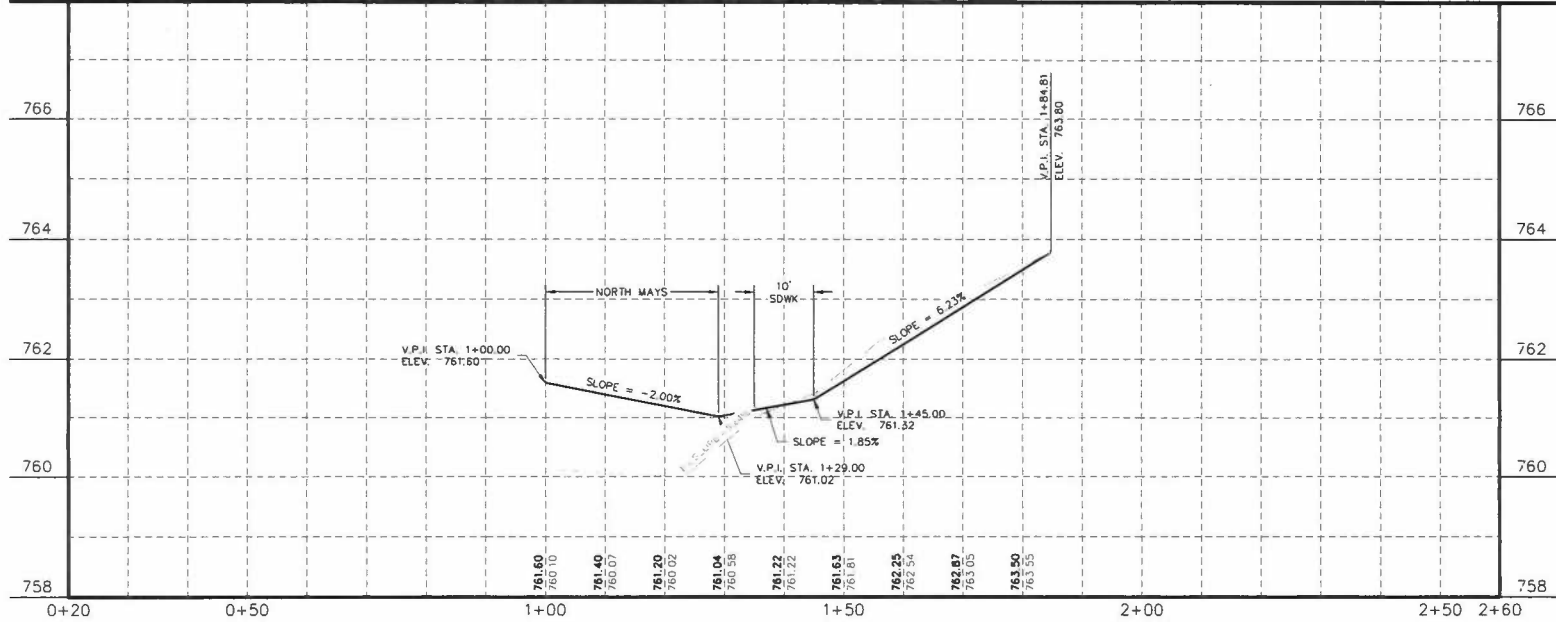
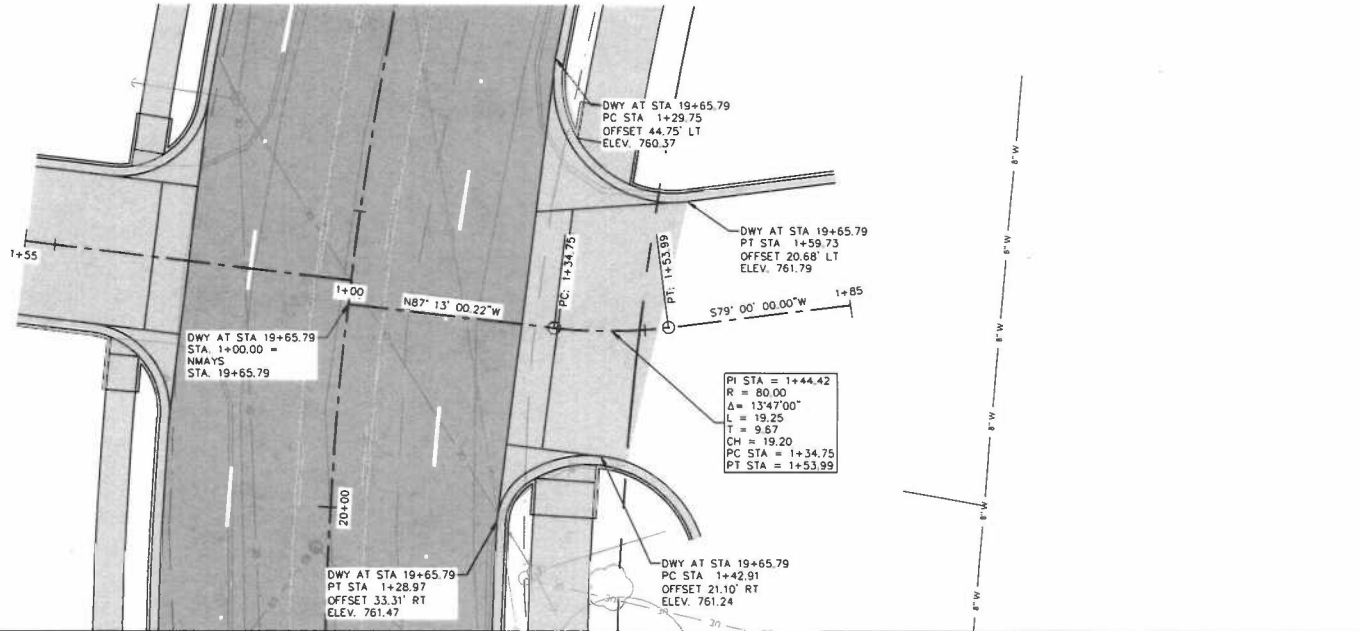


EXHIBIT C

Parcel 1

DEED

North Mays Street – 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 **WEED INSTRUMENT CO., INC., A TEXAS CORPORATION DOING BUSINESS AS ULTRA ELECTRONICS, NUCLEAR SENSORS & PROCESS INSTRUMENTATION**, 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 0.1872-acre (8,155 square foot) tract of land out of and situated in the David Curry Survey, Abstract No. 130 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**).

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 North Mays Street.

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 30 day of July, 2024.

[signature page follows]

GRANTOR:

WEED INSTRUMENT CO., INC., A TEXAS CORPORATION DOING BUSINESS AS ULTRA ELECTRONICS, NUCLEAR SENSORS & PROCESS INSTRUMENTATION

By: Jamie Rogers
Name: Jamie Rogers
Its: VP US Energy

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

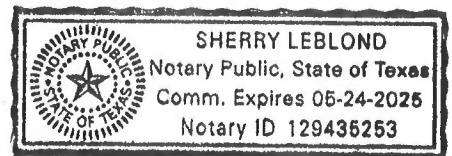
COUNTY OF Williamson

This instrument was acknowledged before me on this the 20 day of July, 2024 by Jamie Rogers, in the capacity and for the purposes and consideration recited therein.

Sherry LeBlond
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: