

EXHIBIT

A

REAL ESTATE CONTRACT

CR 112 + Kenney Fort Boulevard Right of Way

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 3.736-acre (162,728 square foot) tract of land out of and situated in the Willis Donaho Survey, Abstract No. 173, in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 12**);

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, 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 FIVE HUNDRED THOUSAND and 00/100 Dollars (\$500,000.00).

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 Property 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 Heritage Title Company on or before October 15, 2025, 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 Special Warranty 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 but subject to the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) 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; 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.

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 September 25, 2025 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 J. Magee
Blake J. Magee, President

Address: P.O. Box 5397
Austin, Texas 78763-5397

Date: Aug 31, 2025

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

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

Date: _____

PROPERTY DESCRIPTION

DESCRIPTION OF A 3.736 ACRE (162,728 SQUARE FOOT) TRACT OF LAND, LOCATED IN THE WILLIS DONAHO SURVEY, ABSTRACT NO. 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 92.18 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO NORTH PALOMA LAKE DEVELOPMENT, INC. OF RECORD IN DOCUMENT NO. 2014004361, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (OPR) SAID 3.736 ACRE (162,728 SQUARE FOOT) TRACT OF LAND BEING SURVEYED ON THE GROUND IN MARCH THROUGH JUNE, 2025, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLs, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" found, being 254.58 feet right of County Road (CR) 112 Engineers Baseline Station 75+20.90, having Grid Coordinates of N=10,179,060.15, E=3,148,647.32 for a point on the southerly existing right-of-way line of CR 112, being the southwest corner of a called 0.401 acre tract described in a Deed, conveyed to the City of Round Rock in Document No. 2023051908, OPR, a point on an easterly boundary line of a remaining portion of a called 868.54 acre tract of land described in a Special Warranty Deed to Nelson Homestead Family Partnership, LTD. of record in Document No. 1998024076, of the Official Records of Williamson County, Texas, (OR), for the westernmost northwesterly corner of said 92.18 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- (1) **THENCE, North 52°36'54" East**, with the existing southerly right-of-way line of said CR 112, and the northerly boundary line of said 92.18 acre tract a distance of **100.00 feet**, to a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" found, for a point on the existing right-of-way line of said CR 112 at the southeast corner of said 0.401 acre tract, an exterior ell corner of a called 10.764 acre tract of land described in a Warranty Deed to Paloma Lake Municipal Utility District No. 1, of record in Document No. 2016073070, OPR, for a northeast corner of said 92.18 acre tract and the northeast corner of the herein described tract, from which point a 1/2-inch iron rod with aluminum cap stamped "CORR ROW" found for an angle point in the existing right-of-way line of said CR 112, and an angle point in the westerly boundary line of said 10.764 acre tract, bears North 52°36'54" East, a distance of 20.59 feet;
- (2) **THENCE, South 37°19'07" East**, with the westerly boundary line of said 10.764 acre tract, and an easterly boundary line of said 92.18 acre tract a distance of **4.41 feet**, to a calculated point, being 252.78 feet right of CR 112 Engineer's Baseline Station 76+29.85, for the beginning of a curve to the right;



- (3) **THENCE**, with said curve to the right, along the westerly boundary line of said 10.764 acre tract, the westerly right-of-way line of Saint Federico Way, a 60.00 foot width right-of-way, dedicated in PALOMA LAKE SECTION 8, a subdivision of record in Document No. 2016068617, OPR, the westerly boundary line of Lot 43, Block T, of said PALOMA LAKE SECTION 8, and an easterly boundary line of said 92.18 acre tract, at 752.00 feet pass a 1/2-inch iron rod with plastic cap stamped "RJ SURVEYING" found, for a point on the easterly boundary line of said 92.18 acre tract, for the southwesterly corner of said 10.764 acre tract, and for the northernmost northwesterly corner of Saint Federico Way, at 835.84 feet pass a 1/2-inch iron rod with illegible plastic cap found, for a point on the westerly boundary line of said Lot 43, for a point on an easterly boundary line of said 92.18 acre tract, and for the westernmost southwesterly corner of San Federico Way, continuing for a total arc distance of **1715.80 feet**, having a radius of **1050.20 feet**, a central angle of **093°36'33"**, and a chord that bears **South 09°22'30" West**, a chord distance of **1531.24 feet**, to a 1/2-inch iron rod with plastic cap stamped "RJ SURVEYING" found for a point on the easterly right-of-way line of CR 117, a variable width right-of-way, no dedication found, for the westernmost northwesterly corner of said Lot 43, for a southwesterly corner of said 92.18 acre tract, and for the southwesterly corner of the herein described tract from which point a 1/2-inch iron rod with illegible plastic cap found, for a point on the easterly right-of-way line of CR 117, the southwesterly corner of said Lot 43, for the northwesterly corner of Lot 26, Block T, said PALOMA LAKE SECTION 8 and for the northernmost northwesterly corner of Lot 27, Block T, said PALOMA LAKE SECTION 8, bears **South 21°07'47" East** a distance of 68.43 feet;
- (4) **THENCE, North 21°07'47" West**, with the existing easterly right-of-way line of CR 117, and a westerly boundary line of said 92.18 acre tract, a distance of **102.78 feet**, to a 1/2-inch iron rod with plastic cap stamped "RJ SURVEYING" found for a point on the easterly right-of-way line of CR 117, for the southeasterly corner of a called 27.03 acre tract described in a Special Warranty Deed to Nelson Homestead Family Partnership, LTD. of record in Document No. 1998028296, OPR, for a northwesterly corner of said 92.18 acre tract, for the westernmost northwesterly corner of the herein described tract, and for the beginning of a curve to the left;
- (5) **THENCE**, with said curve to the left, along the easterly boundary line of said 27.03 acre tract, the easterly boundary line of aforementioned 868.54 acre tract, and the westerly boundary line of said 92.18 acre tract, an arc distance of **1529.84 feet**, having a radius of **950.20 feet**, a central angle of **092°14'51"**, and a chord that bears **North 08°41'39" East**, a chord distance of **1369.88 feet**, to a 1/2-inch iron rod with plastic cap stamped "RJ SURVEYING" found for a point on an easterly boundary line of said 868.54 acre tract, and a westerly boundary line of said 92.18 acre tract;



Page 3 of 6
June 30, 2025
Parcel: 12
Highway: CR 112

EXHIBIT "A"

Proj. No. HDR-001
3.736 Acres (162,728 Square Feet)
Willis Donaho Jr. Survey, Abstract No. 173
Williamson County, Texas

(6) THENCE, North 37°19'07" West, a distance of 4.49 feet, to the POINT OF BEGINNING and containing 3.736 acres of land (162,728 square feet), more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83 (2011). All distances are surface values represented in US Survey Feet based on a Surface-to-Grid Combined Adjustment Factor of 0.99988073.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of March through June, 2025, under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 30th of June, 2025, A.D.

INLAND GEODETICS

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Inland Geodetics
06/30/2025

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630

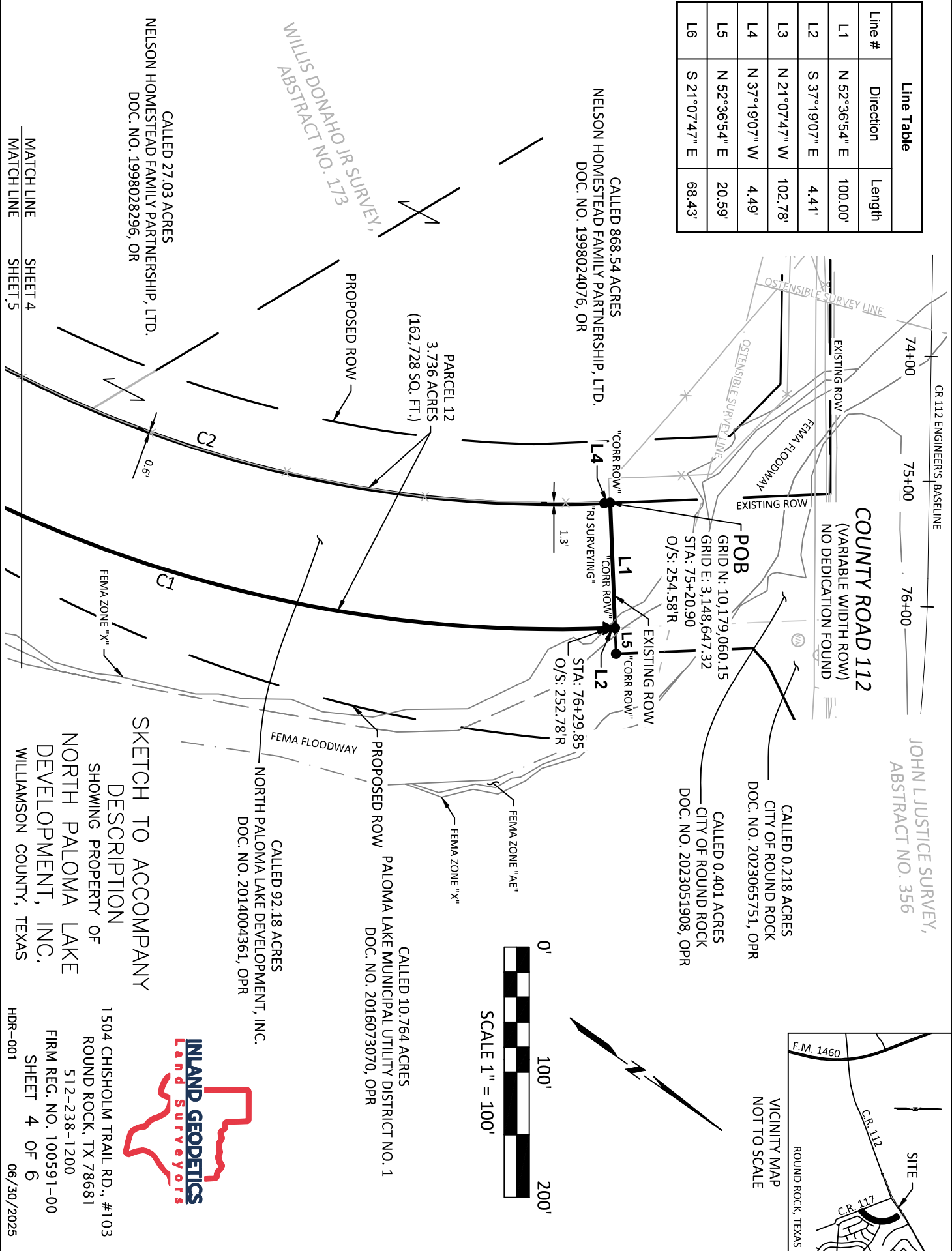
P:\Projects\HDR (HDR)\HDR-001 - CoRR CR 112 Widening\5 -Descriptions-Reports\PARCEL 12\HDR-001-P12-DESC.docx



1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
512-238-1200 office

EXHIBIT A

Line Table		
Line #	Direction	Length
L1	N 52°36'54" E	100.00'
L2	S 37°19'07" E	4.41'
L3	N 21°07'47" W	102.78'
L4	N 37°19'07" W	4.49'
L5	N 52°36'54" E	20.59'
L6	S 21°07'47" E	68.43'



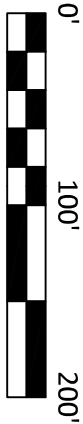
1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681

512-238-1200
FIRM REG. NO. 100591-00

SHEET 4 OF 6
HDR-001 06/30/2025

EXHIBIT **A**

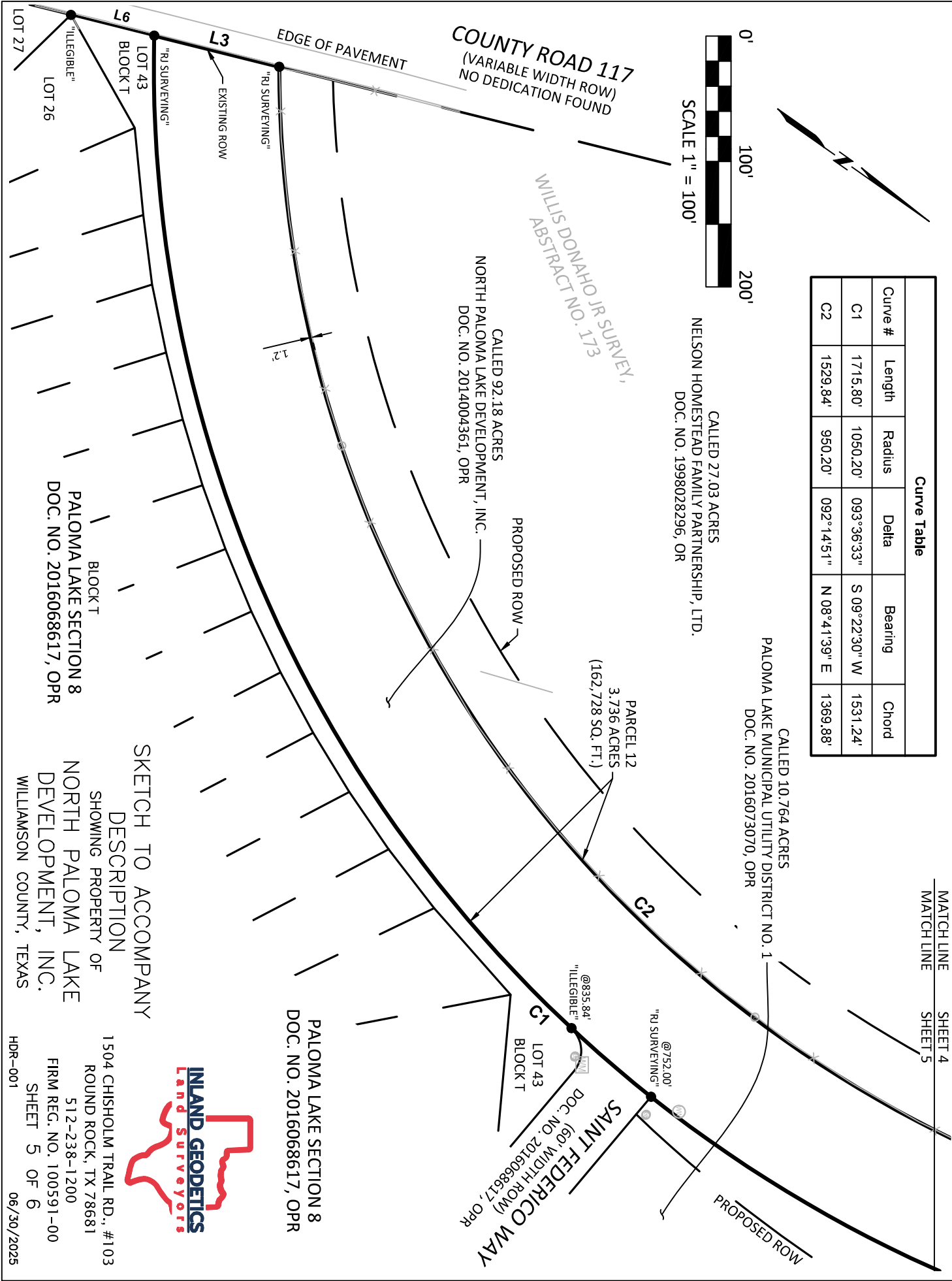
Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	1715.80'	1050.20'	093°36'33"	S 09°22'30" W	1531.24'
C2	1529.84'	950.20'	092°14'51"	N 08°41'39" E	1369.88'



SCALE 1" = 100'

CALLLED 27.03 ACRES
NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.
DOC. NO. 1998028296, OR

CALLLED 10.764 ACRES
PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1
DOC. NO. 2016073070, OPR



COUNTY ROAD 117
(VARIABLE WIDTH ROW)
NO DEDICATION FOUND

WILLIS DONAHO JR SURVEY,
ABSTRACT NO. 173

CALLLED 92.18 ACRES
NORTH PALOMA LAKE DEVELOPMENT, INC.
DOC. NO. 2014004361, OPR

PARCEL 12
3.736 ACRES
(162,728 SQ. FT.)

SAINT FEDERICO WAY
DOC. NO. 2016068617, OPR

PALOMA LAKE SECTION 8
DOC. NO. 2016068617, OPR

SKETCH TO ACCOMPANY

DESCRIPTION

1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681

512-238-1200

FIRM REG. NO. 100591-00

WILLIAMSON COUNTY, TEXAS

HDR-001

06/30/2025



MATCH LINE SHEET 4
MATCH LINE SHEET 5

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99988073.
2. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY ***** UNDER GF NO. ***** EFFECTIVE ***** ISSUED ***** THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.
3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN 7. ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

4. UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES TOGETHER WITH EVIDENCE FROM MARKINGS BY UTILITY COMPANIES CONTACTED THROUGH THE DIG TEST UTILITY LOCATING SERVICE. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND FROM MARCH, THROUGH JUNE, 2025 BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
06/30/2025

5. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (SHADED) - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND SPECIAL FLOOD HAZARD ZONE AE - BASE FLOOD ELEVATIONS AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0485F, THAT BEARS AN EFFECTIVE/REVISED DATE OF 12/20/2019. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

LEGEND

- IRON ROD FOUND (1/2" OR AS NOTED)
▲ CALCULATED POINT
WV WATER VALVE
WD FIRE HYDRANT
WP SIGN POST
WM WASTEWATER (SANITARY SEWER) MANHOLE
GS CLEAN OUT (SANITARY SEWER/WASTEWATER)
GV GAS VALVE
X WIRE FENCE
OE OVERHEAD WIRES
G UNDERGROUND GAS
WV UNDERGROUND WATER

- OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
OR OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

SKETCH TO ACCOMPANY

DESCRIPTION

SHOWING PROPERTY OF
NORTH PALOMA LAKE
DEVELOPMENT, INC.
WILLIAMSON COUNTY, TEXAS



1504 CHISHOLM TRAIL RD., #103
ROUND ROCK, TX 78681
512-238-1200
FIRM REG. NO. 100591-00
SHEET 6 OF 6
HDR-001 06/30/2025

EXHIBIT "B"

DEED

County Road 112 + Kenney Fort 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 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, has this day Sold and by these presents does 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 3.736 acre (162,728 square foot) tract of land out of and situated in the Willis Donaho Survey, Abstract No. 173, in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (Parcel 12).

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 roadway facilities and related appurtenances.

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, by, through or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

NORTH PALOMA LAKE DEVELOPMENT, INC., a Texas Corporation

By: _____
Blake J. Magee, President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of _____, 2025, by Blake J. Magee, President of NORTH PALOMA LAKE DEVELOPMENT, INC., a Texas corporation, 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:






NPALOMA(12)--contract for cr 112+KFB r.o.w. (\$500K) (AEV 8.27.25)

Final Audit Report

2025-08-31

Created:	2025-08-28
By:	Lisa Dworaczyk (lisad@scrllaw.com)
Status:	Signed
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"NPALOMA(12)--contract for cr 112+KFB r.o.w. (\$500K) (AEV 8.27.25)" History

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