

EXHIBIT

A

REAL ESTATE CONTRACT

North Mays Gap Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MS REALTY HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY** (referred to in this Contract as "Seller", whether one or more) and **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 0.0460-acre (2,003 square foot) tract of land, out of and situated in the Ephraim Evans Survey, Abstract No. 212, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**);

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 herein 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 ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of ONE HUNDRED THIRTY-THREE THOUSAND and 00/100 Dollars (\$133,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available 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.

3.03. Administrative Adjustment Letter. As an additional form of consideration for the Property interests conveyed herein under the threat of condemnation, Seller agrees to execute and record the July 18th, 2025, Administrative Adjustment letter (hereinafter referred to as "Admin Letter") in substantially the same form as shown in Exhibit "B" attached hereto and incorporated herein. Notwithstanding the foregoing, Seller agrees to replace the landscaping located in the Property elsewhere on Seller's remaining property in similar quantities and/or like materials.

3.04. Driveway Reconstruction. As an obligation that shall survive the Closing of this transaction, and as an additional form of consideration for the Property interests conveyed herein under the threat of condemnation, 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 the 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 "C" 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.

3.05. Irrigation Sleeve. As an additional form of consideration for the Property ultimately to be conveyed to Purchaser under the threat of condemnation, Purchaser agrees that as a part of the Roadway Construction Project, Grantee will install, at its own expense, an irrigation sleeve in the approximate locations described further in Exhibit "D" attached hereto and incorporated herein. Purchaser shall notify Seller seven (7) days prior to the installation of said irrigation sleeve, so that Seller may employ his contractor to do corresponding irrigation cure work once said sleeve is installed. Purchaser agrees that Seller shall be entitled to have its contractor work within the City right of way to perform this irrigation cure work. Notice to Seller hereunder shall be made by contacting Lafe Chaffee by phone at (512) 589-3884 and by email at

Lafe@MerchandiseSolutionsllc.com.

3.06. Purchaser Shall Restore. Purchaser shall restore any damage done to the Property caused by Purchaser or Purchaser's agents, whether foreseeable or unforeseeable, during construction and in performing the obligations of this Article III at Purchaser's own cost, and Purchaser agrees to leave Seller's remaining property in the same or better condition as existed prior to the commencement of construction.

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, and for which Seller shall deliver a partial release of lease document at Closing.

(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 under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Rise Title on or before September 1, 2025, 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 Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to City of Round Rock, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions and release of any lease agreement affecting the Property, 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 Special Warranty Deed shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in 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.
- (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"; and
- (d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if

any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. 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, which directly result from this Contract 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) Special Warranty 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, which date is indicated beneath the Mayor'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.

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

(a) PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED

TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE, COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS, ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;

(b) PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER'S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.

(c) PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND

(d) THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.

Contingent Possession and Use Agreement

8.13. 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 before September 1, 2025, to enter and possess the Property prior to completion of final 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 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.

SELLER:

MS REALTY HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: 

Name: Michael Schneider

Title: Member

Date: 7/24/2025

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Address: 221 Main Street

Round Rock, Texas 78664

Date: _____

EXHIBIT A

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0460 ACRE (2,003 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4-B OF THE REPLAT OF LOTS 2, 4, AND 6 OAKMONT CENTRE SECTION SEVEN SUBDIVISION, RECORDED IN CABINET T, SLIDES 274-275 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND DESCRIBED IN A SPECIAL WARRANTY DEED TO MS REALTY HOLDINGS, LLC, RECORDED IN DOCUMENT NO 2020035393 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0460 ACRE (2,003 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a MAG Nail with washer stamped "CORR-ROW 5630" set 35.50 feet right of N. Mays St. Baseline Station 81+09.50, on the proposed easterly right-of-way (ROW) of N. Mays St. (R.O.W. varies), and the existing easterly ROW line of N. Mays St. (formerly Oakmont Drive) (60 foot ROW), same being the south line of said Lot 4-B, (Grid Coordinates determined as N=10,175,684.12, E=3,130,103.94), for the southeast corner and **POINT OF BEGINNING** of the herein described parcel, from which a capped 1/2 inch iron rod stamped "ROW-5050" found at an angle point on said existing ROW line, same being the southerly line of said Lot 4-B, for the northwest corner of the remainder of Lot 3A, Block A, of the REPLAT OF OAKMONT LOT 3, BLOCK A OAKMONT CENTRE SECTION FIVE subdivision, recorded in Cabinet Z, Slides 161-162, of said Plat Records, bears N 79°09'47" E, a distance of 16.20 feet;

1) **THENCE, S 79°09'47" W**, with said existing easterly ROW line of N. Mays St., same line being said south boundary line of Lot 4-B, a distance of **6.60 feet** to a PK Nail found, for the southwest corner of said Lot 4-B, and for the southwest corner of the herein described parcel;

THENCE, with said existing easterly ROW line, same being the west boundary line of said Lot 4-B, the following three (3) courses and distances:

- 2) **N 16°38'11" E**, a distance of **54.80 feet**, to a MAG Nail with washer stamped "Baker Aicklen Assoc" found, for the beginning of a curve to the left;
- 3) along said curve to the left, having a radius of **433.27 feet**, a delta angle of **37°27'05"**, an arc length of **283.21 feet**, and a chord which bears **N 02°09'33" W**, a distance of **278.19 feet**, to a 1/2" iron rod found, for a point of tangency;
- 4) **N 20°56'37" W**, a distance of **22.26 feet**, to an X cut in concrete found, being the southwest corner of Lot 4-A of said REPLAT OF LOTS 2, 4, AND 6 OAKMONT CENTRE SECTION SEVEN subdivision, same point being the northwest corner of said Lot 4-B, for the northwest corner of the herein described parcel;
- 5) **THENCE, N 69°06'37" E**, departing the existing ROW line of said N. Mays St., with the common boundary line of said Lot 4-B and said Lot 4-A, a distance of **5.62 feet** to a MAG Nail with washer stamped "CORR-ROW 5630" set being 35.50 feet right of N. Mays St. Baseline Station 84+47.49, for the northeast corner of the herein described parcel, from which a capped 1/2 inch iron rod stamped "Baker-Aicklen Assoc" found, for the southeast corner of said Lot 4-A, bears N 69°06'37" E a distance of 449.19 feet;

County: Williamson
Parcel: 5, MS Realty
Highway: N. Mays Extension

10/18/2023
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THENCE, departing the south line of said Lot 4-A, through the interior of said Lot 4-B, the following three (3) courses and distances:

- 6) **S 20°54'21" E**, a distance of **22.66 feet**, to a MAG Nail with washer stamped "CORR-ROW 5630" set, at the beginning of a curve to the right, being 35.50 feet right of N. Mays St. Baseline Station 84+24.84;
- 7) along said curve to the right, having a radius of **435.50 feet**, a delta angle of **36°54'47"**, an arc length of **280.57 feet**, and a chord which bears **S 02°26'57" E**, a distance of **275.75 feet**, to a MAG Nail with washer stamped "CORR-ROW 5630" set, for a point of tangency being 35.50 feet right of N. Mays St. Baseline Station 81+67.13;
- 8) **S 16°00'26" W**, a distance of **57.63 feet**, to the **POINT OF BEGINNING**, containing 0.0460 acres (2,003 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 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.

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



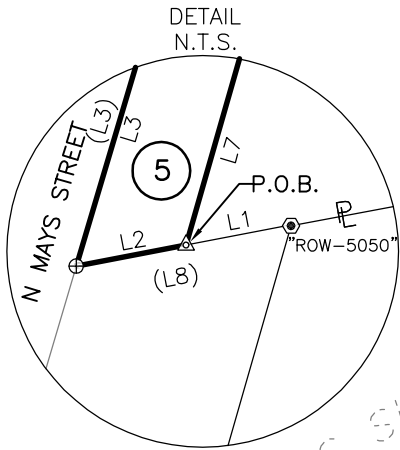
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PLAT TO ACCOMPANY DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N79°09'47"E	16.20'
L2	S79°09'47"W	6.60'
L3	N16°38'11"E	54.80'
(L3)	(N18°25'50"E)	(54.80')
L4	N20°56'37"W	22.26'
(L4)	(N19°01'31"W)	(22.25')
L5	N69°06'37"E	5.62'
L6	S20°54'21"E	22.66'
L7	S16°00'26"W	57.63'
(L8)	(N79°22'53"E)	(22.77')

50 0 50 100

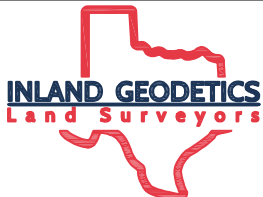
SCALE 1" = 100'

EPHRAIM EVANS SURVEY
ABSTRACT NO. 212

NUMBER	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	433.27'	37°27'05"	283.21'	N02°09'33"W	278.19'
(C1)	(433.27')	(37°26'55")	(283.19')	(N00°11'25"W)	(278.17')
C2	435.50'	36°54'47"	280.57'	S02°26'57"E	275.75'

PROJECT NO.: KPA-001

10/18/2023



PARCEL PLAT SHOWING PROPERTY OF

MS REALTY HOLDINGS, LLC

PARCEL 5
0.0460 AC.
2,003 SQ. FT.SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
N. MAYS EXT

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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 SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF 23040014RTROW, ISSUED BY RISE TITLE INSURANCE COMPANY, EFFECTIVE DATE MAY 16, 2023; ISSUE DATE MAY 19, 2023.

SCHEDULE B, ITEM 1:

RESTRICTIVE COVENANTS: CABINET I, SLIDE 296, CABINET T, SLIDE 274, PLAT RECORDS; VOLUME 952, PAGE 142, VOLUME 961, PAGE 1, VOLUME 1019, PAGE 578, VOLUME 976, PAGE 230, VOLUME 1034, PAGE 709, VOLUME 1340, PAGE 873, VOLUME 1340, PAGE 877, VOLUME 1340, PAGE 882, VOLUME 1340, PAGE 887, VOLUME 1344, PAGE 732, VOLUME 1344, PAGE 737, VOLUME 1344, PAGE 742,

CLERK'S FILE NO. 2001003055, 2013068699, 2016010516, 2021190918, 2021190919, OFFICIAL PUBLIC 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 T, SLIDE 274, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS:

15' PUBLIC UTILITY EASEMENT ALONG THE WEST PROPERTY LINE. (SHOWN)

15' FIRE LINE EASEMENT TRAVERSING PROPERTY.

(DOES NOT AFFECT)

15' UTILITY EASEMENT TRAVERSING PROPERTY.

(SHOWN)

15' OVERHEAD ELECTRIC EASEMENT TRAVERSING PROPERTY. (DOES NOT AFFECT)

G. THE TERMS, PROVISIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND LIEN FOR ASSESSMENTS AS SHOWN IN RESTRICTIONS RECORDED IN VOLUME 952, PAGE 142, VOLUME 961, PAGE 1, VOLUME 1019, PAGE 578, VOLUME 976, PAGE 230, VOLUME 1034, PAGE 709, VOLUME 1340, PAGE 873, VOLUME 1340, PAGE 877, VOLUME 1340, PAGE 882, VOLUME 1340, PAGE 887, VOLUME 1344, PAGE 732, VOLUME 1344, PAGE 737, VOLUME 1344, PAGE 742, CLERK'S FILE NO. 2001003055, 2013068699, 2016010516, 2021190918, 2021190919, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO.

H. SUBJECT TO ALL DEFINITIONS, EASEMENT, COVENANTS, LIMITATIONS, CONDITIONS, RIGHTS, PRIVILEGES, OBLIGATIONS, LIABILITIES, AND ALL OTHER TERMS AND PROVISIONS OF THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN CLERK'S FILE NO. 2013068699, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

I. EASEMENT AS SHOWN IN INSTRUMENT TO CITY OF ROUND ROCK, DATED JANUARY 15, 1985 AND FILED IN VOLUME 1199, PAGE 250, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

J. EASEMENT AS SHOWN IN INSTRUMENT TO CITY OF ROUND ROCK, DATED JANUARY 15, 1985 AND FILED IN VOLUME 1199, PAGE 262, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

K. EASEMENT AS SHOWN IN INSTRUMENT TO CITY OF ROUND ROCK, DATED JANUARY 15, 1985 AND FILED IN VOLUME 1199, PAGE 270, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SHOWN)

L. TERMS AND PROVISIONS OF DEED RECORDATION ACKNOWLEDGMENT - EDWARDS AQUIFER PROTECTION PLAN DATED NOVEMBER 27, 2000, FILED DECEMBER 14, 2000, RECORDED IN CLERK'S FILE NO. 2000082864, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

M. TERMS AND PROVISIONS OF EASEMENT AGREEMENT DATED JANUARY 2, 2002, RECORDED IN CLERK'S FILE NO. 2002019798, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (EASEMENT AS SHOWN)

PROJECT NO.: KPA-001

10/18/2023

PARCEL PLAT SHOWING PROPERTY OF

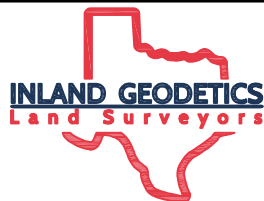
MS REALTY HOLDINGS, LLC

PARCEL 5
0.0460 AC.
2,003 SQ. FT.

WILLIAMSON COUNTY

PROJECT
N. MAYS EXT

PAGE 4 OF 5



PLAT TO ACCOMPANY DESCRIPTION

N. TERMS AND PROVISIONS OF RECIPROCAL EASEMENT AND OPERATING AGREEMENT BY AND BETWEEN LARO PROPERTIES, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND MS REALTY HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY DATED APRIL 7, 2020, FILED APRIL 7, 2020, RECORDED IN CLERK'S FILE NO. 2020035394, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SHOWN, BLANKET)

O. TERMS AND PROVISIONS OF SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT FOR UNRECORDED LEASES BY AND BETWEEN STREAMLINE TECHNICAL SERVICES, INC., TENANT, CHANDLER CREEK, L.P., A DELAWARE LIMITED PARTNERSHIP, LANDLORD AND BANK OF AMERICA, N.A., LENDER DATED JULY 11, 2005, FILED JULY 18, 2005, RECORDED IN CLERK'S FILE NO. 2005054784, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

P. TERMS AND PROVISIONS OF SUBORDINATION AGREEMENT – UNRECORDED LEASE BY AND BETWEEN STREAMLINE TECHNICAL SERVICES, LTD., LESSEE, STREAMLINE INVESTMENTS, LTD., BORROWER AND BANK OF AMERICA, N.A., LENDER DATED MAY 12, 2006, FILED MAY 19, 2006, RECORDED IN CLERK'S FILE NO. 2006040610, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

Q. TERMS AND PROVISIONS OF ASSIGNMENT AND SUBORDINATION OF UNRECORDED LEASES AGREEMENT BY AND BETWEEN STREAMLINE INVESTMENTS, LTD., LANDLORD, STREAMLINE TECHNICAL SERVICES, LTD., TENANT AND CAPITAL CERTIFIED DEVELOPMENT CORPORATION, LENDER DATED JUNE 29, 2006, FILED JULY 7, 2006, RECORDED IN CLERK'S FILE NO. 2006056552, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

R. ANY RIGHTS, LIENS, OR CLAIMS IN FAVOR OF UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT, 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)

LEGEND

X	'X' FOUND IN CONCRETE
⊙	1/2" IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND
⊙	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "CORR-ROW" SET
△	MAG NAIL WITH WASHER STAMPED "CORR-ROW 5630" SET
⊕	PK NAIL FOUND
△	MAG NAIL FOUND
P	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
P.O.B.	POINT OF BEGINNING
W.L.E.	WATER LINE EASEMENT
()	RECORD INFORMATION
— —	BREAKLINE

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.

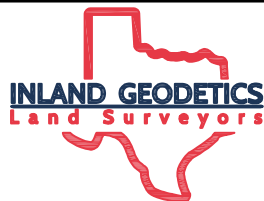
INLAND GEODETICS

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



PROJECT NO.: KPA-001

10/18/2023



PARCEL PLAT SHOWING PROPERTY OF

MS REALTY HOLDINGS, LLC

WILLIAMSON COUNTY

PROJECT
N. MAYS EXT

PARCEL 5
0.0460 AC.
2,003 SQ. FT.

PAGE 5 OF 5

EXHIBIT B



Mayor
Craig Morgan

Mayor Pro-Tem
Kristin Stevens

Councilmembers
Michelle Ly
Rene Flores
Melissa Fleming
Frank Ortega
Hilda Montgomery

City Manager
Brooks Bennett

City Attorney
Stephanie Sandre

July 18, 2025

MS Realty Holdings, LLC
c/o Texas Protax Austin, INC
115 Bella Cima Dr.
Austin, TX 78734

**RE: Administrative Adjustment – MS Realty Holdings, LLC Property, Parcel 5, North Mays Street Project, Round Rock, TX 78664
S7577 - Oakmont Centre Sec 7 Lts 2,4 & 6 Replat, BLOCK A, Lot 4B, ACRES 3.486 (WCAD Parcel No. R405709)**

MS Realty Holdings, LLC:

The above-referenced property is governed by the City of Round Rock Zoning and Development Code (hereinafter “Code”) and the Design and Construction Standards (“DACS”). With the proposed City-initiated roadway project to expand North Mays Street, and the city’s proposed acquisition of land, the property will no longer be compliant with driveway throat depth and parking lot buffer landscaping as noted in the Code and DACS.

Chapter 10, Section 10-52 of the Round Rock Zoning and Development Code allows an administrative adjustment for property subject to condemnation, where governmental condemnation results in zoning law noncompliance. Specifically, access to public roads (which includes driveways) and landscaping are identified as a category subject to an administrative adjustment due to governmental condemnation. It is therefore staff’s professional opinion that the reduction of the driveway throat depth and reduction of the landscaping buffer area will be harmonious with the character and scale of the surrounding area. Furthermore, we hereby find that this complies with the established criteria for an Administrative Adjustment as noted in Section 10-52:

- a) *Consistent with this Code zoning regulations.* The proposed adjustment is in harmony with the general plan and purpose and intent of this Code.
 - b) *Harmonious with character and scale of surrounding area.* The proposed adjustment to schematic architectural, signage and landscaping designs shall be harmonious with the character of the surrounding area.
 - c) *General impacts.* The likely future impact that the proposed adjustment may have on the following systems and public services: Public infrastructure such as roads, parking facilities, water and wastewater systems, police and fire protection, solid waste collection, and the ability of existing infrastructure and existing services to adequately service the property in question.
 - d) *Traffic related impacts.* The proposed adjustment does not interfere with the free flow of traffic or create a public safety hazard.
 - e) *Condemning authority impact.* The likely cost to the condemning authority if the application is disapproved.
-

In accordance with Section 10-52 of the Round Rock Zoning and Development Code, the City hereby **grants** an Administrative Adjustment to the driveway throat depth and parking lot landscape buffer sections of the DACS and Code due to the city's acquisition of land within the proposed North Mays Street project being constructed by the City for public use. Future redevelopment of the site will have to comply with lawfully adopted Codes and ordinances in effect at that time, but this administrative adjustment allows the noncompliant driveway throat depth and landscaping buffer to remain as-is without any corrective action required.

We recommend you record this letter in the Williamson County Courthouse for future reference on legal matters related to this action.

Sincerely,

Bradley Dushkin, AICP
Director of Planning & Development Services

cc: Michael Thane, Executive Director of Public Works
Gerald Pohlmeier, Asst. Director Transportation Infrastructure

ACKNOWLEDGMENT

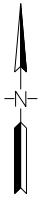
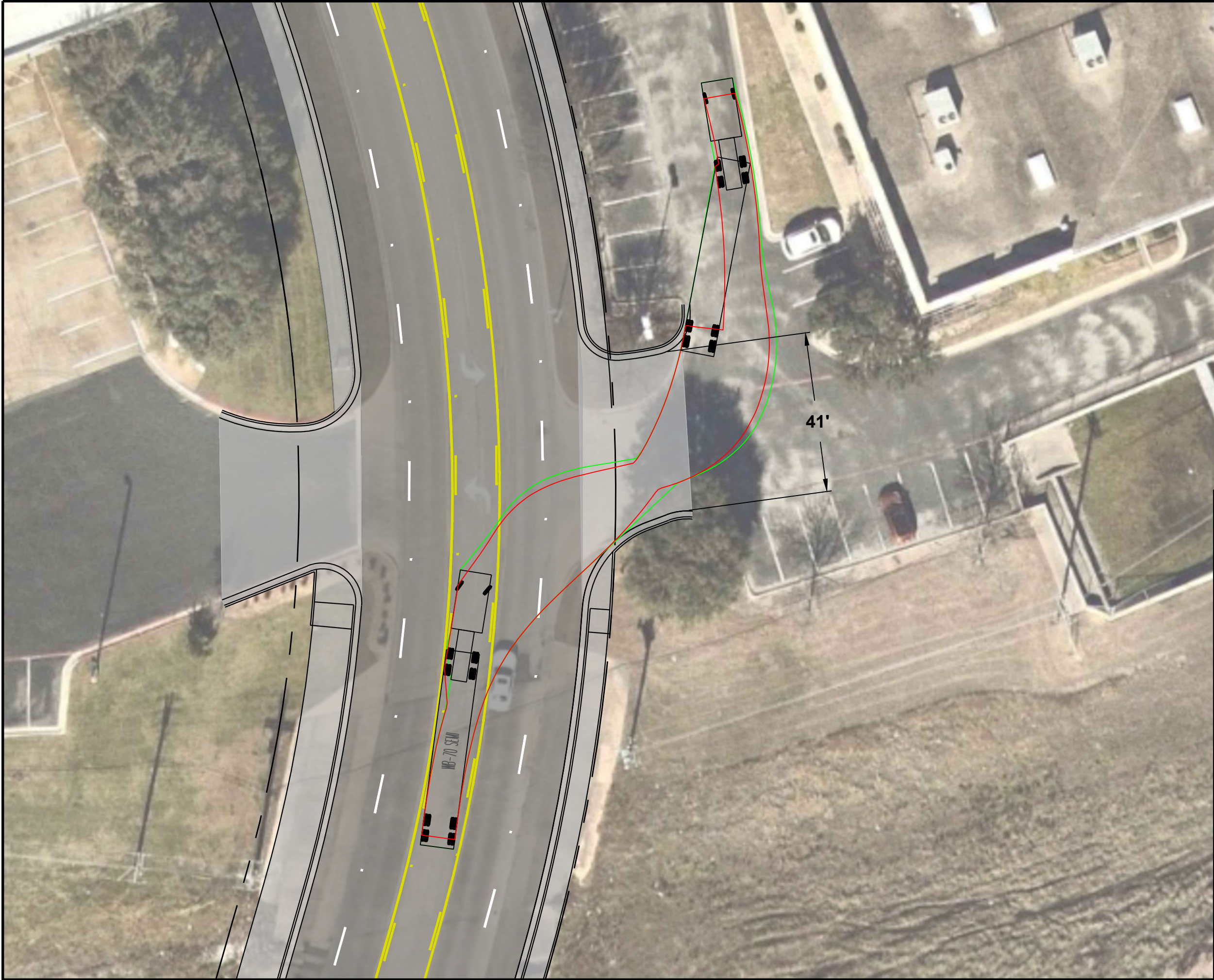
STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Bradley Dushkin, AICP, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

EXHIBIT C

6/5/2025 1:13:09 PM P:\Round Rock\2020\2020-167 N. Mays Widening\CAD\EXHIBITS\AUTO TURN EXHIBIT PROP-WIDER DRIVEWAY.dwg

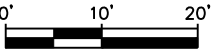


LEGEND

NORTH BOUND -TIRE PATH



NORTH BOUND -VEHICLE WIDTH



SCALE: 1"=20'



KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

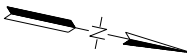
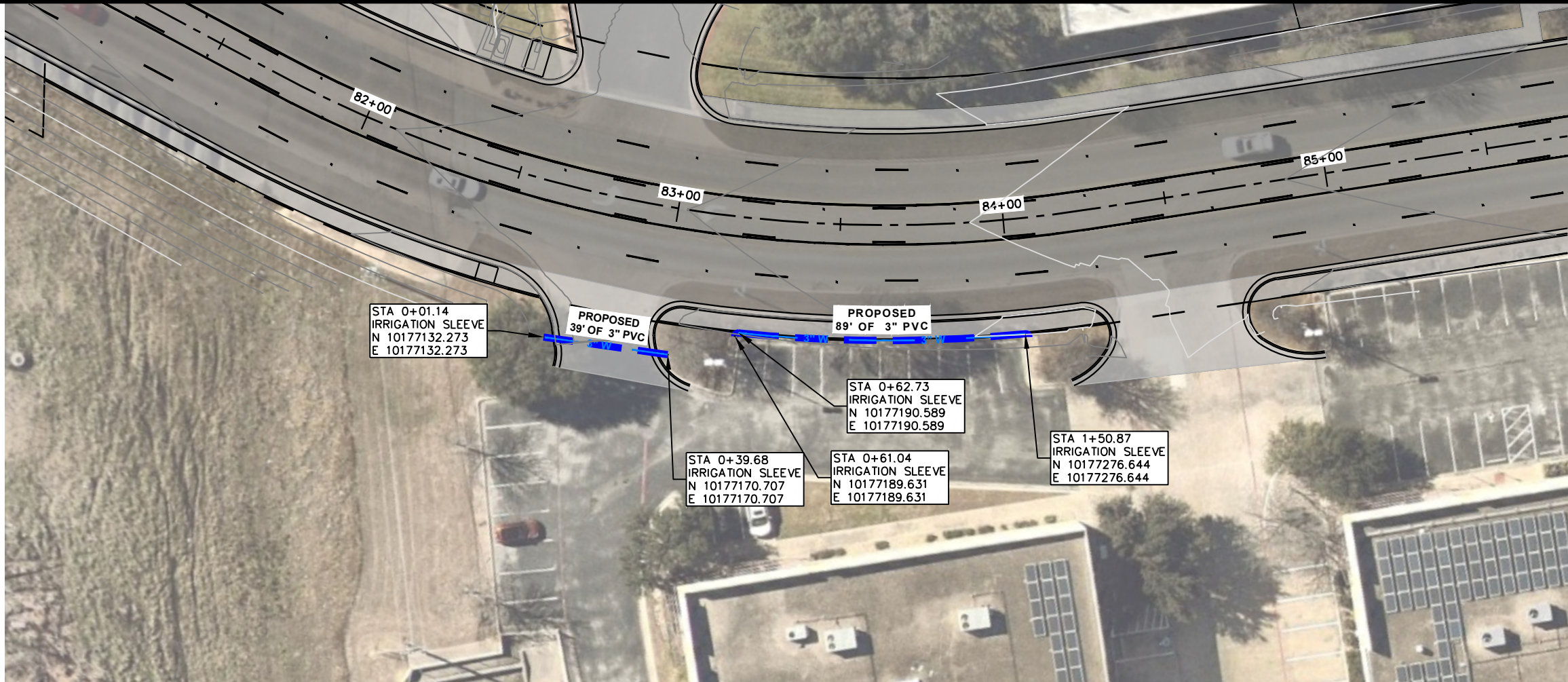
NORTH MAYS EXTENSION
AUTO DRIVE EXHIBIT
PROPOSED DRIVEWAYS

PARCEL #5: R405709
MS REALTY HOLDINGS LLC
3851 N MAYS ST, ROUND ROCK, TX 78665

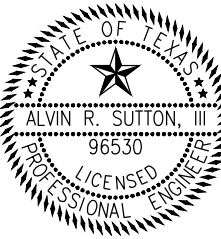
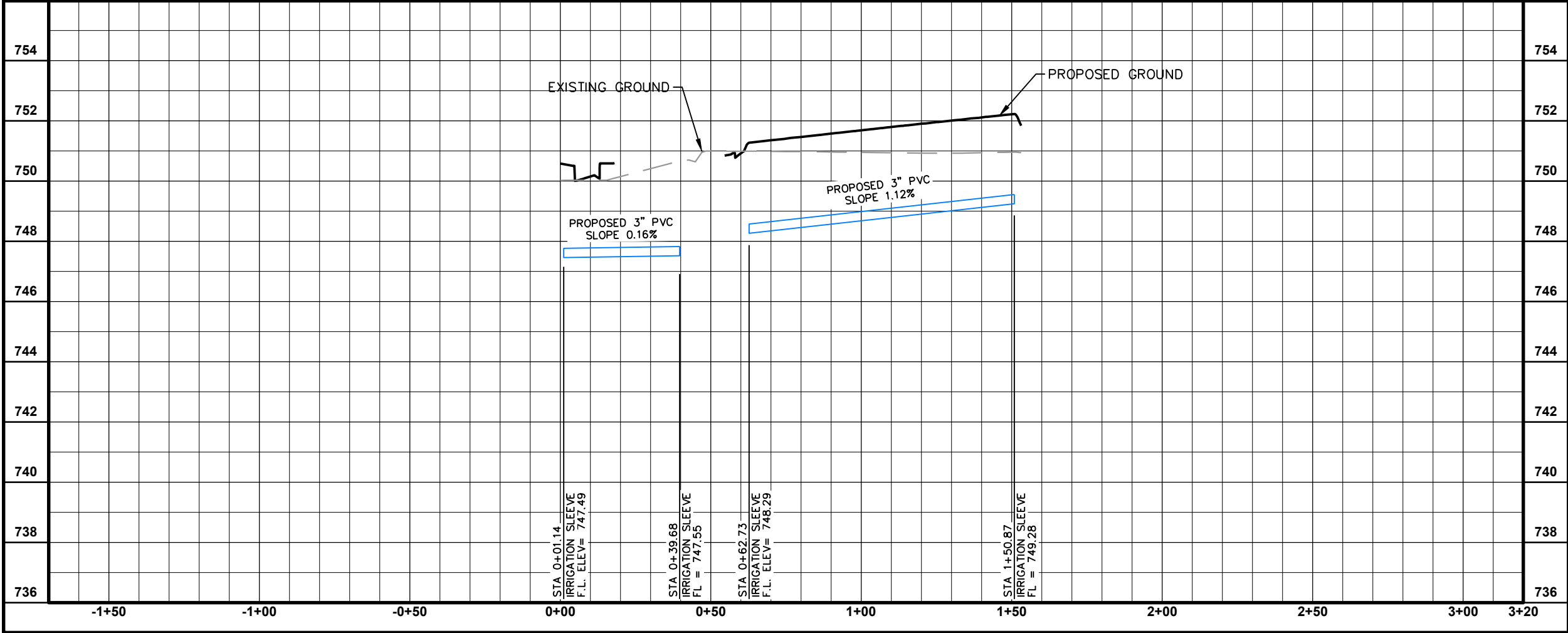
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
XXX				###
DRAWN	STATE	DIST. NO.	COUNTY	
XXX	TEXAS		WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	HIGHWAY NO.
XXX				

EXHIBIT D

5/2/2025 10:32:47 AM P:\Round Rock\2020\2020-167 N. Mays Widening\CAD\EXHIBITS\PARCEL 5 AND 7 - AERIAL SCHEMATIC --PROPOSED IRRIGATION SLEEVES.dwg



0' 20' 40'
SCALE: 1"=40' - HORZ
1"=4' - VERT



KPA KASBERG, PATRICK & ASSOCIATES, LP
CONSULTING ENGINEERS
GEORGETOWN, TEXAS 78626

NORTH MAYS EXTENSION
PROPOSED
IRRIGATION SLEEVE
BEGIN TO END

SCALE HORIZONTAL: 1"=40'
VERTICAL: 1"=4' SHEET 1 OF 1

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
ARS			60
DRAWN	STATE	DIST. NO.	COUNTY
KJR	TEXAS		WILLIAMSON
CHECK	CONTROL	SECTION	JOB
SMB			HIGHWAY NO.

EXHIBIT E

DEED
North Mays Gap 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **MS REALTY HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **CITY OF ROUND ROCK, TEXAS**, all that certain tract(s) or parcel(s) 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 0.0460-acre (2,003 square foot) tract of land, out of and situated in the Ephraim Evans Survey, Abstract No. 212, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, 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 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 Grantee's roadway facilities and all 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, 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:

MS REALTY HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2025 by _____, 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, Texas
Attn: City Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: