

EXHIBIT

A

REAL ESTATE CONTRACT

CR 112 Right of Way—Parcel 3

THIS REAL ESTATE CONTRACT ("Contract") is made by NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (referred to in this Contract as "Seller"), 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

1.01 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 6.800-acre (296,151 Sq. Ft.) tract of land in the Thomas Glasscock Survey, Abstract No. 255, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**);

together with all and singular the rights and appurtenances pertaining to such real property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated thereon, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The Property is out of Seller's land identified as WCAD Parcel Nos. R381643 (65.64 acres), R442958 (14.74 acres), R451262 (1.41 acres), and R474962 (2.41 acres) (said real property, save and except the Property, being referred to in this Contract as the "Remainder Property").

1.02 Purchaser is acquiring the Property to use for the expansion of County Road 112 (the "CR 112 Improvements") and the construction of related drainage improvements and utility adjustments. In connection therewith and as an antecedent to this Contract, Seller and Purchaser entered into that certain Possession and Use Agreement for Transportation Purposes dated October 16, 2023, a Memorandum of which was recorded under Document No. 2023088946, Real Property Records of Williamson County, Texas ("PUA"). The PUA will remain in effect during the term of this Contract but will terminate upon the occurrence of Closing (as hereinafter defined).

ARTICLE II CONSIDERATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements on the Property, and any damage or cost of cure for the Remainder Property as a result of this conveyance (but not damage to the Remainder Property resulting from Purchaser's construction activities upon the Property following Closing) shall be the sum of ONE MILLION

FOUR HUNDRED EIGHTY THOUSAND SEVEN HUNDRED FIFTY-FIVE and 00/100 Dollars. (\$1,480,755.00).

The Purchase Price for the replacement of fencing on the boundary of the Remainder Property of Seller shall be the additional sum of SIXTY-THOUSAND FOUR HUNDRED SIX and 25/100 Dollars (\$60,406.25).

Pursuant to the terms of the PUA, Purchaser has previously paid to Seller the amount of \$905,727.00, which amount was to be credited against any final Purchase Price. **Therefore, the net Purchase Price now due and owing from Purchaser under this Contract is SIX HUNDRED THOUSAND FOUR HUNDRED THIRTY-FOUR and 25/100 Dollars (\$635,434.25).**

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional consideration for this transaction, Purchaser agrees to accept title to the Property subject to certain restrictive covenants as set forth in the Deed (as hereinafter defined).

2.04. Intentionally omitted.

2.05. Intentionally omitted.

ARTICLE III CLOSING CONDITIONS

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):

(1) 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.

Conditions to Seller's Obligations

3.02. The obligations of Seller 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 Seller at or prior to the Closing):

(1) Purchaser 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 Purchaser prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser as of the Closing Date, to the best of Seller's current actual knowledge, without inquiry:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than Davidson Brothers (Dennis L. Davidson), or as disclosed to Purchaser in the PUA or otherwise.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Heritage Title Company of Austin ("Title Company"), on or before February 2, 2026, or at such other time, date, and place as Seller and Purchaser may agree upon (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 in the form attached hereto as Exhibit "B" and incorporated herein (the "Deed"), conveying good and indefeasible title to City of Round Rock, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and encumbrances but subject to the reservations and exceptions set forth therein.

(2) Cause the Title Company to deliver to 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 fee simple title to the Property described in Exhibit "A" and subject only to those title exceptions listed therein or in the Deed or Easement, 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 survey exception shall be deleted at Purchaser's expense (provided that Purchaser furnishes a survey of the Property that is acceptable to the Title Company for such purpose);
- (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".

(3) Deliver to Purchaser possession of the Property if not previously done per the

PUA.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the Purchase Price to Seller in cash or other immediately available funds.
- (b) Deliver to Seller a duly executed and acknowledged counterpart of the Deed and any other documents required to be executed by Purchaser hereunder.

Prorations

5.04. General real estate taxes and any general or special assessments 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 and assessments shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and when the actual tax information becomes available, Seller or Purchaser may demand reimbursement from the other party for any excess amount charged to that party at the Closing. Agricultural roll-back taxes, if any, directly related to or resulting from this 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 of the parties paid by each party 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, as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller and 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 terminate this Contract by written notice to Purchaser and 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 below 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. Other than the PUA, 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. N/A.

Brokers; Compliance

8.09 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. 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. Seller hereby discloses to Purchaser that John C. Nelson, a principal in this transaction by virtue of ownership (directly or indirectly) of one or more partnership interests in Seller, is a licensed Texas real estate broker.

Effective Date

8.10 This Contract shall be effective as of the later of the date it is approved by City of Round Rock, Texas, which date is indicated beneath the Mayor's signature below, and the date it is approved by Seller, which date is indicated beneath the Seller'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.

Threat of Condemnation; Like-Kind Exchange

8.12 The Property herein is being conveyed to Purchaser under threat of condemnation. This Contract is not assignable by Purchaser except to another entity with the power of condemnation. In connection therewith, Purchaser acknowledges that Seller may complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1033 of the Internal Revenue Code, as amended. Purchaser agrees to provide reasonable cooperation to Seller in facilitating such exchange, which shall include, at Seller's request, (i) reasonably agreeing with Seller on how payments made to Seller hereunder will be categorized for Seller's income tax purposes (e.g., agreement as to which payments are for the acquisition of fee simple title and which are "severance damages" that reduce Seller's basis in the Property) and (ii) furnishing a letter to Seller from an official authorized on behalf of the County confirming that the Property will be condemned if Seller does not voluntarily sell it to Purchaser pursuant to this Contract. All expenses in connection with the contemplated exchange will be paid by Seller; Purchaser will not incur any expense or liability with respect to the exchange except as expressly set forth herein. This Section 8.12 shall survive Closing.

[signature page to follow]

SELLER:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
a Texas limited liability company,
its general partner

By: 
John C. Nelson, Manager

Date: 12/17/2025

Address:

3404 Glenview Avenue
Austin, Texas 78703

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Name: Craig Morgan
Title: Mayor

Date: _____

Address:

221 East Main Street
Round Rock, Texas 78664

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 6.800 ACRE (296,151 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE THOMAS GLASSCOCK SURVEY, ABSTRACT NO. 255 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 868.54 ACRE OF LAND IN SPECIAL WARRANTY DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. RECORDED IN DOCUMENT NO. 1998024076 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 1133, PAGE 639 OF THE DEED RECORDS OF WILLIAMSON COUNTY TX., SAID 6.800 ACRE (296,151 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of County Road (C.R.) 112 Baseline Station 46+41.23 in (Grid Coordinates determined as N=10,178,211.91 E=3,145,845.29), in the curving proposed northerly right-of-way (ROW) line of C.R. 112 (variable width ROW), being the westerly boundary line of said remainder of that 868.54 acre tract, same being the easterly line of that called 97.472 acre (Tract 5) of land described in Trustee's Deed to Marta C. Avery Exempt Trust recorded in Document No. 2021038922 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing the easterly boundary line of said 97.472 acre tract, through the interior of said remainder of the 868.54 acre tract, with said proposed ROW line the following six (6) courses:

- 1) with a curve to the right, having a radius of **20,072.00** feet, a delta angle of **00°18'32"**, an arc length of **108.22** feet, and a chord which bears **N 70°07'09" E**, a distance of **108.22** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of C.R. 112 Baseline Station 47+49.06, for a point of tangency;
- 2) **N 70°16'25" E** for a distance of **1,902.17** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of C.R. 112 Baseline Station 66+51.23, for a point curvature to the left;
- 3) with said curve to the left, having a radius of **1,428.00** feet, a delta angle of **14°32'24"**, an arc length of **362.38** feet, and a chord which bears **N 63°00'13" E**, a distance of **361.41** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of C.R. 112 Baseline Station 70+31.89, for a point of tangency;
- 4) **N 55°44'01" E** for a distance of **150.06** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 72.00 feet left of C.R. 112 Baseline Station 71+81.95;
- 5) **N 40°44'01" E** for a distance of **123.64** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 104.00 feet left of C.R. 112 Baseline Station 73+01.37;
- 6) **N 55°44'01" E** for a distance of **150.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 104.00 feet left of C.R. 112 Baseline Station 74+51.37;
- 7) **N 09°07'44" E** for a distance of **32.43** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 127.57 feet left of C.R. 112 Baseline Station 74+73.65 in the westerly boundary line of the remainder of that called 1,162.08 acre tract (Exhibit A, 3) in Special Warranty Deed to Nelson Homestead Family Partnership, LTD. recorded in Document No. 1998024078 of the Official Records of Williamson County, Texas, being the easterly line of said remainder of the 868.54 acre tract, for the northeasterly corner of the herein described parcel;

Page 2 of 7
08-23-22

- THENCE**, departing said remainder of the 1,162.08 acre tract, with the southerly boundary line of said remainder of the 868.54 acre tract, being said existing northerly ROW line, the following five (5) courses:

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

25 AUG 2022

Date _____



EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

MARTA C. AVERY EXEMPT TRUST

(TRACT 5)

97.472 AC.

DOC. NO. 2021038922

O.R.W.C.T.

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

REMAINDER OF 868.54 ACRES

DOC. NO. 1998024076

O.R.W.C.T.

DESCRIBED IN

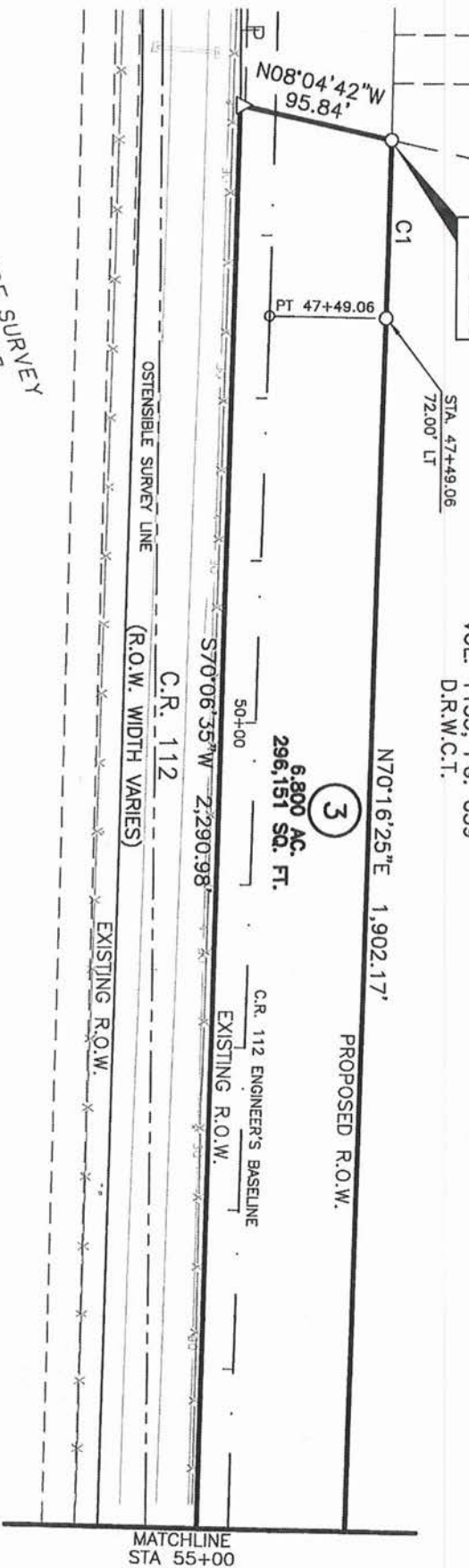
VOL. 1133, PG. 639

D.R.W.C.T.

THOMAS GLASSCOCK SURVEY
ABSTRACT NO. 255

WILLIS DONAHOE SURVEY
ABSTRACT NO. 173

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°18'32"	20,072.00'	108.22'	108.22'	N70°07'09"E



MATCHLINE
STA 55+00

08/23/2022

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

WILLAMSON COUNTY

SCALE
1" = 100'

PROJECT
CR 112

PARCEL 3
6,800 AC.
296,151 SQ. FT.

PAGE 3 OF 7

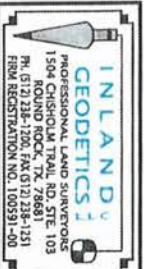
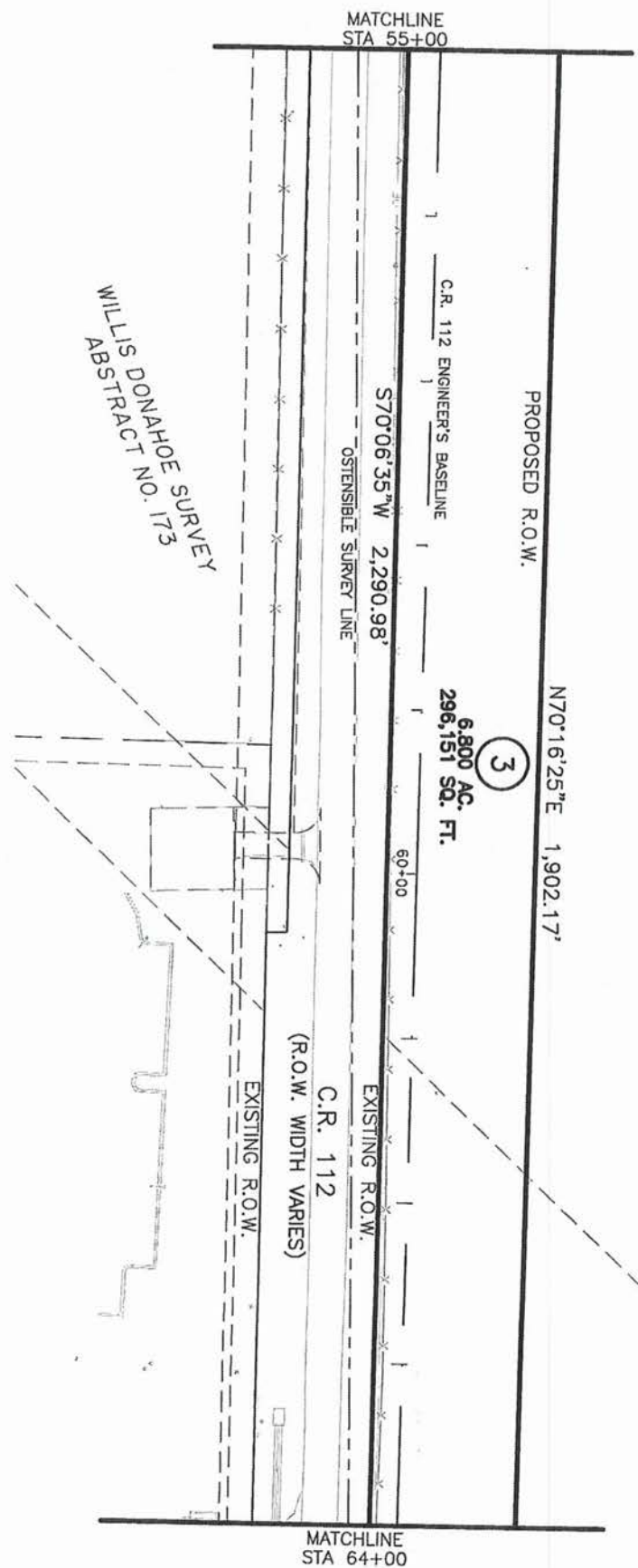


EXHIBIT A PLAT TO ACCOMPANY DESCRIPTION

NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
REMAINDER OF 868.54 ACRES
DOC. NO. 1998024076
O.R.W.C.T.
DESCRIBED IN
VOL. 1133, PG. 639
D.R.W.C.T.

THOMAS GLASSCOCK SURVEY
ABSTRACT NO. 255

APPROXIMATE CENTERLINE OF
LONE STAR GAS COMPANY
EASEMENT & RIGHT-OF-WAY
VOL. 235, PG. 184
D.R.W.C.T.



SCALE 1" = 100'		PROJECT CR 112	
PARCEL PLAT SHOWING PROPERTY OF NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.		PARCEL 3 6,800 AC. 296,151 SQ. FT.	
WILLAMSON COUNTY		PAGE 4 OF 7	

08/23/2022

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

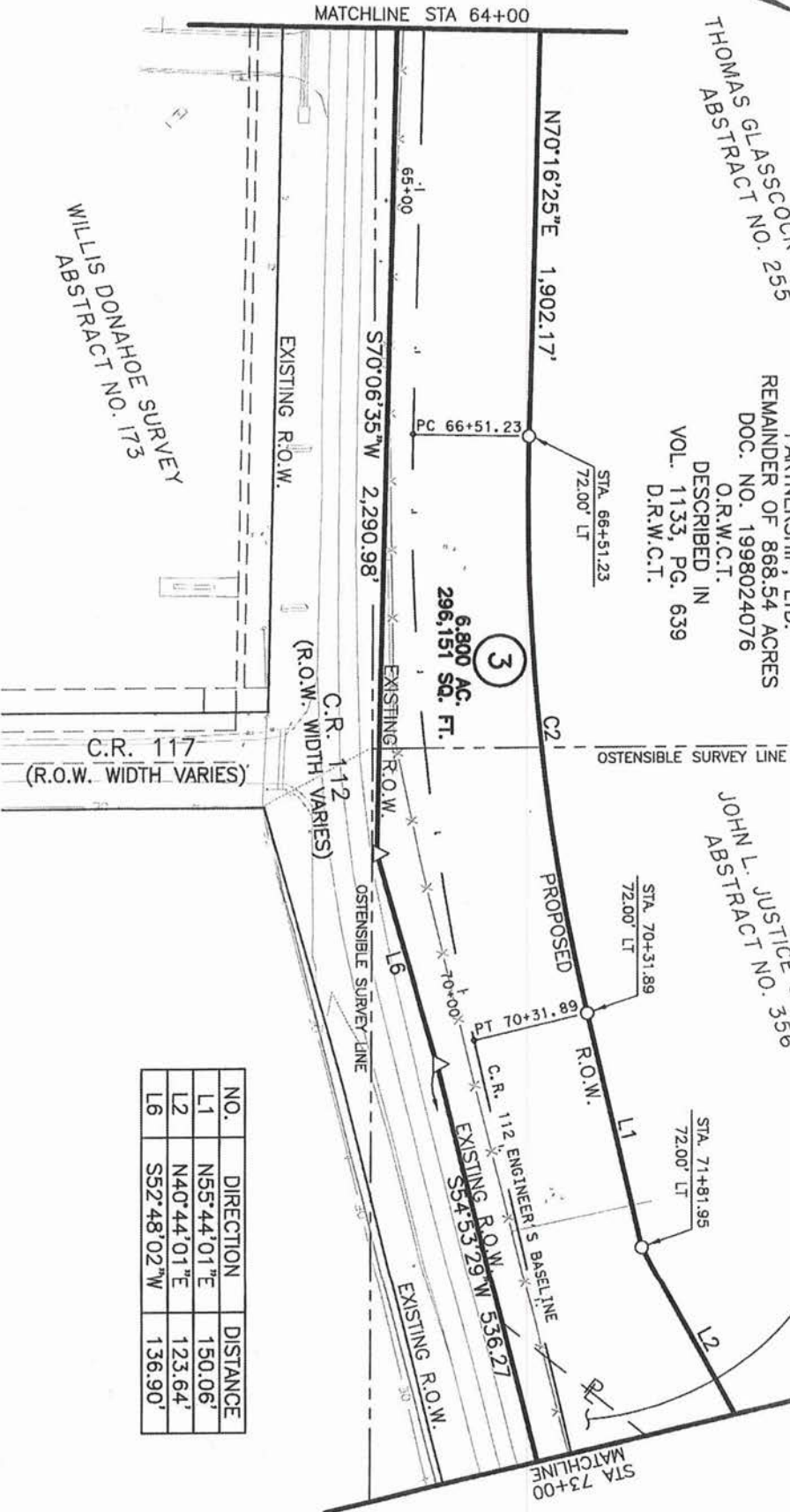
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	14°32'24"	1,428.00'	362.38'	361.41'	N63°00'13"E

THOMAS GLASSCOCK SURVEY
ABSTRACT NO. 255

NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
REMAINDER OF 868.54 ACRES
DOC. NO. 1998024076
O.R.W.C.T.
VOL. 1133, PG. 639
D.R.W.C.T.

JOHN L. JUSTICE SURVEY
ABSTRACT NO. 356

NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
REMAINDER OF 868.54 ACRES
DOC. NO. 1998024076
O.R.W.C.T.



NO.	DIRECTION	DISTANCE
L1	N55°44'01"E	150.06'
L2	N40°44'01"E	123.64'
L6	S52°48'02"W	136.90'

WILLIS DONAHOE SURVEY
ABSTRACT NO. 173

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

PARCEL PLAT SHOWING PROPERTY OF

WILLIAMSON COUNTY



SCALE
1" = 100'

PROJECT
CR 112

PARCEL 3
6,800 AC.
296,151 SQ. FT.

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08/23/2022

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

REMAINDER PORTION

1,162.08 ACRES

(EXHIBIT "A", 3)

DOC. NO. 1998024078

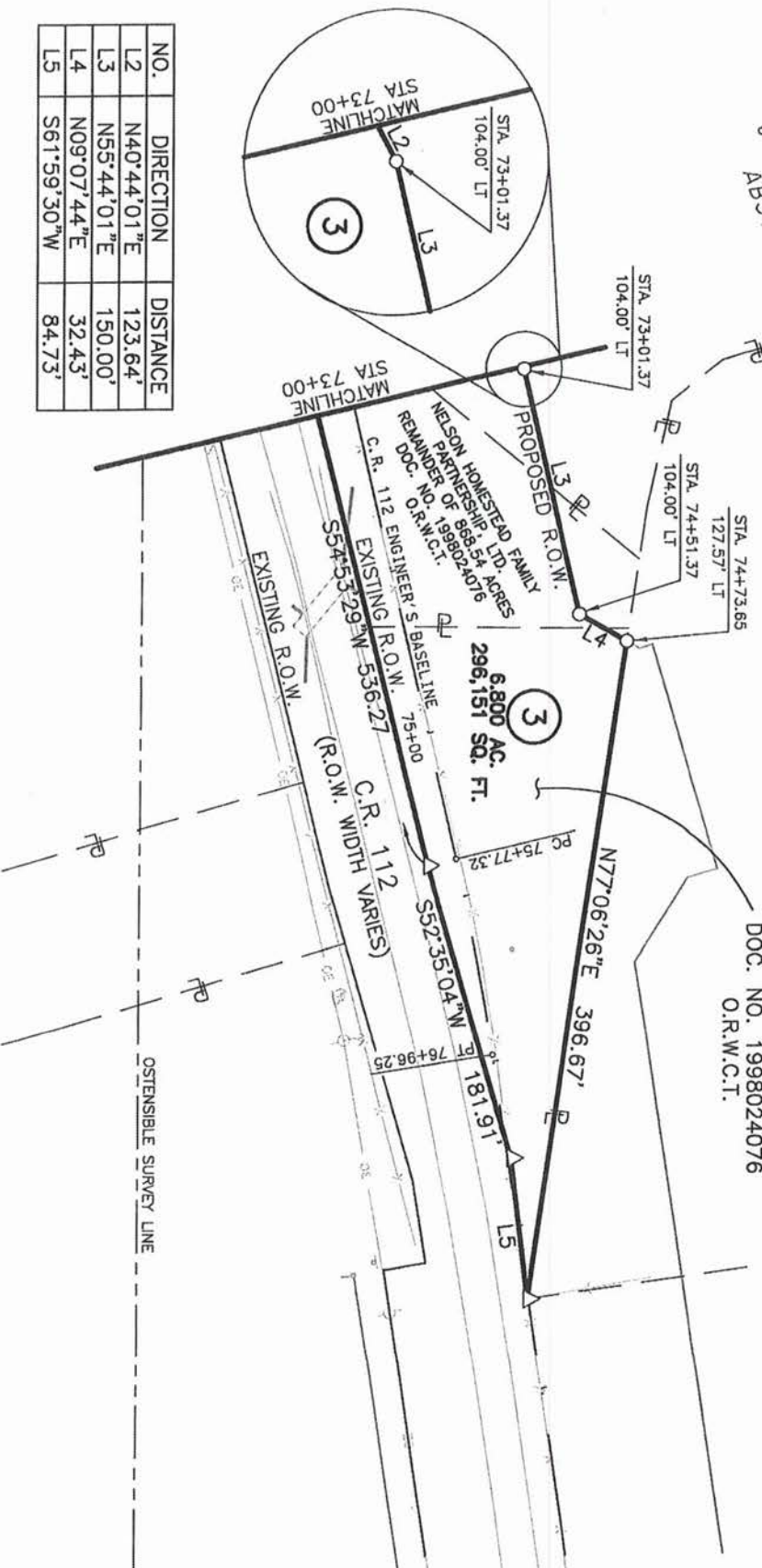
O.R.W.C.T.

ORIGINAL 1,605.03 AC. TRACT
DESCRIBED IN VOL. 305, PG. 219
D.R.W.C.T.

NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
REMAINDER OF 868.54 ACRES
DOC. NO. 1998024076
O.R.W.C.T.

JOHN L. JUSTICE SURVEY
ABSTRACT NO. 356

NO.	DIRECTION	DISTANCE
L2	N40°44'01"E	123.64'
L3	N55°44'01"E	150.00'
L4	N09°07'44"E	32.43'
L5	S61°59'30"W	84.73'



NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

PARCEL PLAT SHOWING PROPERTY OF

WILLIAMSON COUNTY

SCALE
1" = 100'

PROJECT
CR 112

PARCEL 3
6,800 AC.
296,151 SQ. FT.



08/23/2022

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EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR-ROW" SET	→	DENOTES COMMON OWNERSHIP POINT OF BEGINNING
●	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS
■	1x20" TYPE II CONCRETE MONUMENT FOUND	D.R.W.C.T.	WILLAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	DEED RECORDS
⊥	PROPERTY LINE	O.P.R.W.C.T.	WILLAMSON COUNTY, TEXAS
—	LINE BREAK		OFFICIAL PUBLIC RECORDS
			WILLAMSON COUNTY, TEXAS

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200988, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 22, 2022, ISSUE DATE AUGUST 3, 2022.

10C. PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY AS SET OUT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLAMSON COUNTY TEXAS, (AS IT PERTAINS TO TRACT 1 ONLY), AFFECTS AS SHOWN.

D. RIGHT-OF-WAY AND PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY, AS SET OUT IN VOLUME 840, PAGE 699, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS; SUPPLEMENTED BY THAT CERTAIN SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT, AS SET OUT IN VOLUME 2169, PAGE 795, OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, (AS IT PERTAINS TO TRACT 3 ONLY), DOES NOT AFFECT.

E. NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT GRANTED TO ENTERPRISE CRUDE PIPELINE, LLC, AS SET IN INSTRUMENT(S) FILED FOR RECORD UNDER WILLAMSON CLERK'S FILE NO. 2017003557; FURTHER STIPULATED IN THAT CERTAIN MEMORANDUM OF MERGER, AS SET IN INSTRUMENT(S) FILED FOR RECORD UNDER WILLAMSON CLERK'S FILE NO. 2020082921, (AS IT PERTAINS TO TRACT 3 ONLY), DOES NOT AFFECT.

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

M. Stephen Truesdale
M. STEPHEN TRUESDALE

DATE

REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4933

LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC

FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



08/23/2022



PARCEL PLAT SHOWING PROPERTY OF
NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

SCALE
1" = 100'

WILLAMSON COUNTY

PROJECT
CR 112

PARCEL 3
6,800 AC.
296,151 SQ. FT.
PAGE 7 OF 7

EXHIBIT "B"

Parcel 3

DEED

County Road 112 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,** a Texas limited partnership, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, 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 do Grant, Bargain, Sell and Convey unto **CITY OF ROUND ROCK, TEXAS,** hereinafter referred to as Grantee, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 6.80-acre (296,151 Sq. Ft.) tract of land in the Thomas Glasscock Survey, Abstract No. 255, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**) ("Property")

SAVE AND EXCEPT, HOWEVER, Grantor hereby 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 Property 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 Grantee 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 and drainage improvements thereon, but shall not be used or exported from the Property for any other purpose.

The Property is part of a larger tract of land owned by Grantor identified as WCAD Parcel Nos. R381643 (65.64 acres), R442958 (14.74 acres), R451262 (1.41 acres), and R474962 (2.41 acres) (said real property, save and except the Property, being referred to herein as the "Remainder Property").

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- (i) Visible and apparent easements not appearing of record;
- (ii) Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;
- (iii) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently affecting the Property, but only to the extent that said items are still valid and in force and effect at this time; and
- (iv) the restrictive covenants set forth below, which Grantee covenants and agrees to perform.

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 Grantee 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 Grantee 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.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY IS HEREBY SOLD TO AND ACCEPTED BY GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

By acceptance of this deed, Grantee assumes and agrees to pay all ad valorem taxes after the date of this deed relating to the Property for the current and all subsequent years, and any assessments for the current and any prior years which arise on or after the date of this deed and which are directly related to or result from this transfer and conveyance.

This deed is being delivered in lieu of condemnation.

The following restrictive covenants (the "Covenants") are hereby imposed upon the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor, and its successors and assigns unless otherwise indicated below:

(1) The Property may be used, improved and maintained solely for any legally authorized public use under Texas law, including specifically roadway purposes and for the construction and maintenance of related drainage improvements and public utilities therein (the "CR 112 Improvements").

(2) The CR 112 Improvements must include appropriate facilities for the collection of all drainage and/or stormwater runoff from the Property and the related County Road 112 right of way as required by any applicable City of Round Rock Design and Construction Standards (DACS) or other requirements of State law. No increase in volume of stormwater runoff or drainage may be diverted onto the Remainder Property unless otherwise allowed by law without an express easement for such drainage granted by Grantor in its sole discretion, and any such easement will be at Grantee's sole cost.

(3) After construction of the CR 112 Improvements, in the event that Grantee abandons use of the Property for public roadway purposes, Grantee shall not thereafter convey title to the Property to any party without first granting Grantor the option to repurchase it pursuant to the requirements of Texas Local Government Code, Section 272.001 or Section 263.002, Texas Transportation Code 251.058(b) or their successors, or other applicable Texas law regarding the disposal of real property by Grantee.

[signature page to follow]

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2026.

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
a Texas limited liability company,
its general partner

By: _____
John C. Nelson, Manager

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on this the ____ day of _____, 2026, by John C. Nelson, Manager of Nelson Homestead Management, LLC, a Texas limited liability company, the general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

ACCEPTED:

CITY OF ROUND ROCK, TEXAS

By: _____
Brooks Bennett, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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This instrument was acknowledged before me on _____, 2026, by Brooks Bennett, Round Rock City Manager, 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 East Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: