

EXHIBIT**"A"**

PARCEL 5

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**STATE OF TEXAS**

§

Parcel No.: 5

COUNTY OF WILLIAMSON

§

Project: CR 112

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between CITY OF ROUND ROCK, TEXAS ("Grantee"), and NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing improvements to CR 112 and related utility adjustments (the "Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and all related appurtenances thereto and the right to remove any improvements thereon. Authorized activities on the Property include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Project. This Possession and Use Agreement will extend to the Grantee, its contractors and assigns, providers of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee for the purpose of the Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property only.
2. In consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Grantee will tender to the Grantor the sum of ONE HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED NINETY-THREE and 00/100 Dollars (\$125,393.00). The Grantor agrees that this sum represents 90% of the amount that Grantee has determined constitutes adequate and full compensation for the possession and use of the Property. Grantee will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in Paragraph 14 below, if any. The parties agree that the sum tendered represents 90% of the Grantee's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the Grantee's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Grantee in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the Grantee has paid for the possession and use of the

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* N P U A *

Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the Grantee, the Grantor will promptly refund the overpayment to the Grantee. In the event the amount of the final settlement or court judgment for acquisition of the Property is greater than the amount Grantee has paid for the possession and use of the Property under this Paragraph 2, Grantee will remit the underpayment to Grantor when required under the final settlement or court judgment.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the Grantee, or delivered by Grantee to a title company acting as escrow agent for the transaction, with unconditional instructions to such escrow agent to immediately release such payment to Grantor upon escrow agent's confirmation that no liens or other monetary encumbrances affect the Property (the "Effective Date").
4. The Grantor warrants and represents that, to Grantor's actual knowledge, the title to the Property is free and clear of all monetary liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF#202301512 dated effective June 8, 2023 issued by Heritage Title Company of Austin Inc., as agent for First American Title Insurance Company, and that proper releases will be executed for such liens and encumbrances (if any) prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns (or, to Grantor's knowledge, claims) an interest in the fee title to the Property and further agrees to indemnify the Grantee from all unrelated or undisclosed liens or other monetary encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
6. This Agreement is made with the understanding that the Grantee will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the Grantee, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the Grantee until entry of judgment.
8. The purpose of this Agreement is to allow the Grantee to proceed with its Project without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and

continue voluntary investigation and negotiation for the proposed Property acquisition. The Grantor expressly acknowledges that the proposed Project are for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the Grantee to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against the Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the Grantee takes title to the Property. Grantor shall have no liability for ad valorem property taxes and special assessments assessed against the Property for any period after recording of a memorandum of this Agreement.
11. Notwithstanding the acquisition of right of possession to the Property by the Grantee in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the Grantee acquires title to the Property either by agreed final settlement, or final court judgment, whereupon this Agreement shall automatically terminate.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed that Grantee will record a memorandum of this Agreement on or about the Effective Date in the property records of the county in which the Property is located, evidencing the existence of this Agreement. The Agreement itself will not be recorded. The memorandum will not contain any information regarding the consideration paid or to be paid to Grantor by Grantee and will otherwise be in a form mutually acceptable to Grantor and Grantee. The recording of the memorandum will not modify the terms of this Agreement. Upon termination of this Agreement for any reason, either Grantor or Grantee may record an affidavit in the county property records evidencing such termination.
14. Other conditions: See Addendum attached hereto and made a part hereof.
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenant: Davidson Brothers

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor or Tenant be denied reasonable access and/or ingress to or egress from the Remainder for its current uses without prior advance agreement between Grantor and Grantee.

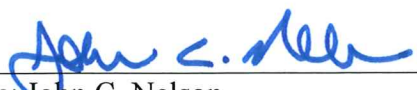
To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Grantee and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

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

By: Nelson Homestead Management, L.L.C.,
its general partner

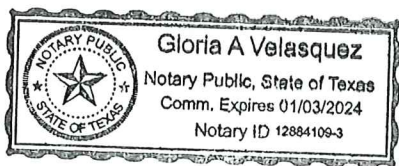
By: 
Name: John C. Nelson
Title: Manager


ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 25 day of August, 2023 by John C. Nelson, Manager of Nelson Homestead Management, L.L.C., the general partner of Nelson Homestead Family Partnership, Ltd., in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2024

TENANT:

Davidson Brothers

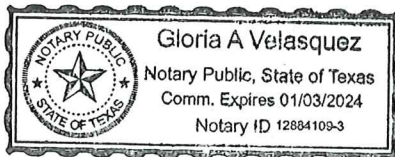
By: Dennis L. Davidson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 25 day of August, 2023 by DENNIS L. DAVIDSON, in the capacity and for the purposes and consideration recited herein.



Gloria Velasquez
Notary Public, State of Texas
Printed Name: Gloria Velasquez
My Commission Expires: 01/03/2024

GRANTEE:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2023 by
Craig Morgan, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires

ADDENDUM TO POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

This Addendum to Possession and Use Agreement For Transportation Purposes (this "Addendum") is made a part of, and is to be read in conjunction with, the attached Agreement. Unless otherwise defined in this Addendum, all capitalized terms used shall have the meaning given to them in the Agreement. In the event of any conflict or inconsistency between the terms and provisions of this Addendum and those contained in the Agreement, the terms and provisions of this Addendum shall control and govern.

1. Grantee shall construct the Project substantially in accordance with those certain plans and specifications dated August 4, 2023 (currently at 95% submission level), prepared by HDR Engineering, Inc., and any subsequent comments, revisions or updates approved by Grantee for final project bidding and permitting, and any subsequent change orders approved during construction, provided that in all events the Project will not change to result in the abandonment of the eastern portion of existing CR 112 between Ponce De Leon Pass and CR 110 without the prior written consent of Grantor. Grantee shall use its best efforts to notify Grantor of any subsequent revisions, updates or change orders to such plans and specifications that could materially affect future use and development of the Remainder, such as changes related to road alignment, access points, median breaks/turn-in lanes, drainage and utilities (including stubs and connections).

2. Grantor and Grantee acknowledge that Grantee has made an offer to Grantor for the acquisition of the Property based on Grantee's approved value and that Grantor intends to submit a counteroffer to Grantee. If Grantor and Grantee fail to reach a final agreed settlement for Grantee's acquisition of the Property within 60 days after the date Grantor submits a counteroffer to Grantee, Grantor may, at its option, at any time thereafter, notify Grantee that it desires that Grantee initiate condemnation proceedings for the Property. Within 30 days after receipt of such notice from Grantor, Grantee will undertake to complete any final prerequisites to filing of a condemnation suit as required by the Texas Property Code, Chapter 21, and as soon as reasonably possible thereafter (and in any event within 90 days after receipt of such notice from Grantor), shall initiate condemnation proceedings and will seek to schedule a Special Commissioners' hearing at the earliest possible date. Grantee covenants that it will take all procedural steps necessary to ensure that the hearing is held in a timely manner and without any delays caused by Grantee. Grantee agrees to deposit the award of the Special Commissioners in the registry of the court within 60 days of the date that the Special Commissioners' award is filed with the court.

3. Grantee agrees to conduct its Project-related activities on the Property in a manner that avoids or minimizes interference with and interruption of any tenant's operations on the Remainder (including avoiding loss of or injury to livestock) to the extent reasonably possible. If any such activities will impact a tenant's operations, Grantee shall coordinate same in advance with such tenant. In no event shall any existing fence located on the Property be removed, cut, modified, or otherwise damaged by Grantee or its contractors within thirty (30) days following the Effective Date, by which time Grantor shall have completed installation of new perimeter fencing for the Remainder at such location. In no event shall any such new fence be removed, cut, modified, or otherwise intentionally damaged by Grantee or its contractors without the prior written approval of Grantor and Tenant, which approval shall not be unreasonably withheld or delayed. In addition, if Grantor or any tenant of Grantor requests that Grantee, as part of Grantee's acquisition of the Property or the conduct of its Project-related activities on

the Property, reasonably cooperate with Grantor or such tenant as necessary for carrying out the existing agricultural and ranching operations on the Remainder and/or continuously maintaining all existing Agriculture Use ad valorem tax exemptions on Remainder tracts, Grantee agrees to do so.

4. To the extent allowed by law, Grantee will be liable for all damage or injury to persons or property resulting from the activities of Grantee, its agents, employees, contractors, subcontractors, or other parties in coming upon or about the Property in connection with Grantee's activities upon the Property under this Agreement, including but not limited to losses or expenses incurred by Grantor or Tenant due to unauthorized damage caused by Grantee or its contractors to any fencing, livestock, growing crops or property of Grantor, Tenant or their respective agents or employees. Grantee will also promptly discharge any lien claim filed against the Remainder that arises out of the Project. Specifically without waiving any available governmental immunity, Grantee acknowledges and agrees that Grantor shall be allowed to seek any existing legally available remedies for any damages incurred by Grantor due to Grantee's breach of this Agreement.

5. Grantee will obtain, and maintain in full force and effect, at all times during the term of this Agreement, and will require each of its contractors and assignees to obtain and maintain in effect at all times during which such contractors or assignees are performing work on or within the Property, a policy or policies of insurance, in at least the minimum amounts that Grantee typically requires of its contractors for work similar to the Project. Such liability insurance shall provide that it may not be canceled without at least 30 days written notice to Grantor. Grantee shall provide a certificate of insurance evidencing the required coverage to Grantor prior to Grantee or the contractor or assignee in question entering upon or commencing any construction activity on the Property.

County: Williamson
Parcel : 5- Nelson Homestead
Highway: C.R. 112

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08-23-22

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.305 ACRE (13,269 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN L. JUSTICE SURVEY, ABSTRACT NO. 356 AND THE WILLIS DONAHOE SURVEY, ABSTRACT NO. 173 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF THAT CALLED 868.54 ACRES 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 TEXAS., SAID 0.305 ACRE (13,269 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 82.58 feet right of County Road (C.R.) 112 Baseline Station 72+50.00 (Grid Coordinates determined as N=10,179,049.77 E=3,148,326.63), in the existing southerly Right-of-Way (ROW) line of C.R. 112 (variable width ROW), same being the common boundary line of said remainder portion of the 868.54 acre tract, for the most northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which a 1/2" capped iron rod found at the southeasterly intersection of C.R. 117 (variable width ROW) and said C.R. 112, being the northwesterly corner of the remainder of that called 27.03 acre tract described in Special Warranty Deed to Nelson Homestead Family Partnership, LTD, recorded in Document No. 9828296 of the Deed Records of Williamson County Texas, bears, S 54°53'55" W at a distance of 207.13 feet to a calculated angle point, thence S 52°57'09" W at a distance of 183.23 feet;

- 1) **THENCE**, with said common line, **N 54°53'55" E** for a distance of **261.11** feet to calculated point, being the northwesterly corner of a remainder portion of that called 92.18 acre tract described in a Special Warranty Deed to North Paloma Lake Development, Inc. recorded in Document No. 2014004361 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel;
- 2) **THENCE**, with the common line of said remainder portion of that called 92.18 acre tract and of said remainder portion of the 868.54 acre tract, **S 37°25'23" E** for a distance of **176.39** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 254.90 feet right of C.R. 112 Baseline Station 75+20.78, in the proposed ROW line of said C.R. 112 (variable width ROW), for the southeasterly corner of the herein described parcel;

THENCE, departing said remainder portion of that called 92.18 acre tract, through the interior of said remainder of the 868.54 acre tract, with the proposed southerly ROW line of C.R. 112, the following five (5) courses:

- 3) **S 52°31'28" W** for a distance of **19.27** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 255.98 feet right of C.R. 112 Baseline Station 75+01.55, for an angle point;
- 4) **N 37°28'32" W** for a distance of **82.20** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 173.91 feet right of C.R. 112 Baseline Station 74+96.95, for an angle point;
- 5) **N 80°52'16" W** for a distance of **87.20** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 114.00 feet right of C.R. 112 Baseline Station 74+33.59, for an angle point;
- 6) **S 55°44'01" W** for a distance of **183.59** feet to an iron rod with aluminum cap stamped "CORR-ROW" set, 114.00 feet right of C.R. 112 Baseline Station 72+50.00, for an angle point;

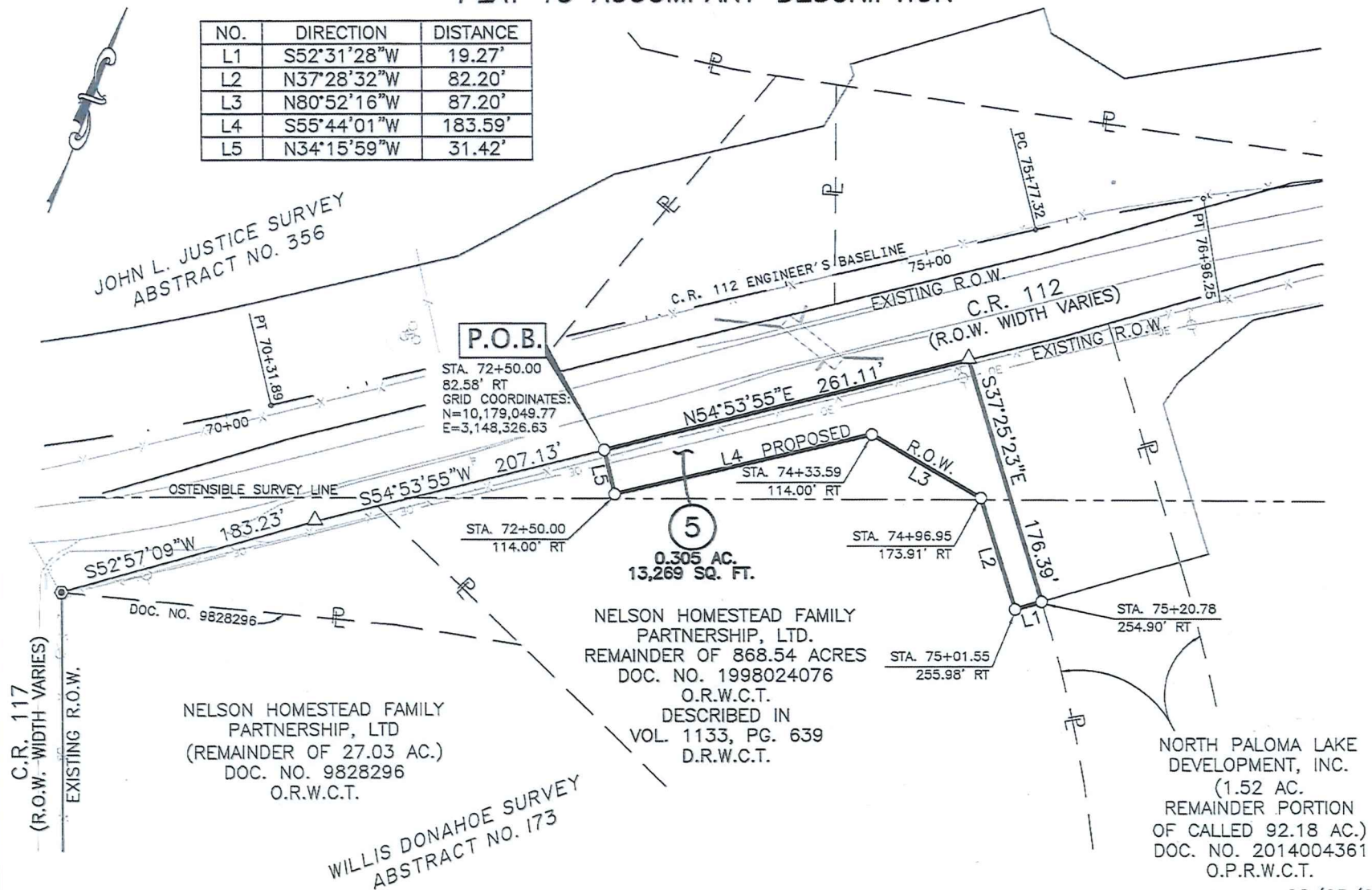
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08-23-22

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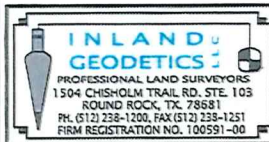
EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S52°31'28"W	19.27'
L2	N37°28'32"W	82.20'
L3	N80°52'16"W	87.20'
L4	S55°44'01"W	183.59'
L5	N34°15'59"W	31.42'



08/23/2022



SCALE
1" = 100'

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

WILLIAMSON COUNTY

PROJECT
CR 112

PARCEL 5
0.305 AC.
13,269 SQ. FT.

PAGE 3 OF 4

EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "CORR-ROW" SET	→	DENOTES COMMON OWNERSHIP
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	P.O.B.	POINT OF BEGINNING
●	1/2" IRON ROD FOUND	()	RECORD INFORMATION
⊠	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
⌚	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— —	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON 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 WILLIAMSON COUNTY TEXAS, (AS IT PERTAINS TO TRACT 1 ONLY), DOES NOT AFFECT.

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 WILLIAMSON 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 WILLIAMSON 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 WILLIAMSON CLERK'S FILE NO. 2017003557; FURTHER STIPULATED IN THAT CERTAIN MEMORANDUM OF MERGER, AS SET IN INSTRUMENT(S) FILED FOR RECORD UNDER WILLIAMSON 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 25 AUG 2022

M. STEPHEN TRUESDALE
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

<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.		PARCEL 5 0.305 AC. 13,269 SQ. FT.
	SCALE 1" = 100'	WILLIAMSON COUNTY	PROJECT CR 112