

EXHIBIT

A

REAL ESTATE CONTRACT

Chandler Water Tank Site

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 For the consideration and upon and subject to the terms, provisions, and conditions set forth below, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, that certain approximately 4.50-acre (196,170 Sq. Ft.) tract of land in the Ruidoso Irrigation Co. Survey, Abstract No. 714, Williamson County, Texas, and being more fully described by metes and bounds in Exhibit “A” attached hereto and incorporated herein (the “Land”). The Land and any improvements situated thereon, together with all and singular the rights and appurtenances pertaining to such real property, are referred to in this Contract as the “Property”.

1.02 Seller and Purchaser acknowledge and agree that the northern boundary of the Land is the same as what will be the southern boundary of the future extension of County Road 107 west of County Road 110. Seller and Purchaser shall use good faith efforts to mutually agree on a driveway plan showing the location of all access points to and from future County Road 107 that will serve Purchaser’s intended development of the Property, provided that such agreement shall be in each party’s sole discretion.

ARTICLE II CONSIDERATION

Purchase Price

2.01. The Purchase Price for the Property (including any damage or cost of cure for any of Seller’s remainder land as a result of this conveyance, but not damage to such remainder land resulting from Purchaser’s construction activities upon the Property following Closing) shall be calculated based on a land unit value of **\$8.35/SF** for each square foot of Property to be purchased as identified on Exhibit “A” attached hereto.

Payment of Purchase Price

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

Special Provisions and Additional Consideration

2.03. Restrictive Covenants. 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.

2.04. Omitted.

2.05. Appraisal. **Seller acknowledges that it has been informed of the entitlement to receive fair market value payment for the Property, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655) (the “Uniform Act”), and the legal right to an appraisal, and is waiving the right to receive an appraisal prior to the execution of this Contract and purchase offer.** Within sixty (60) days after the effective date of this Agreement, Purchaser shall complete an appraisal and secondary review appraisal of the Land area pursuant to the requirements of any available funding source proposed to be used by Purchaser to fund the Purchase Price, and shall make a copy of such appraisal available to Seller.

2.06. Voluntary Sale and Offer. By execution of this Contract, the parties acknowledge that the purchase and sale of the Land to be conveyed herein is being entered into on a solely voluntary basis, and no part of the sale or acquisition by Purchaser is made under the threat of the use of its power of eminent domain. The parties further acknowledge that this Contract, and any previous correspondence between Purchaser and Seller regarding a determination of the Purchase Price, are intended to constitute a valid written purchase offer to acquire the Land as contemplated pursuant to the requirements of the Uniform Act.

2.07. No Uniform Act Relocation Displacement. By execution of this Contract, the parties acknowledge that after inspection of the Land it has been determined that acquisition of the Land will not cause any displacement and the steps relative to relocation advisory assistance and payments under the current Federal Highway Administration (FHWA) and/or State directives covering the administration of the Uniform Act Relocation Assistance Program are not required as of the effective date of this Contract and purchase offer.

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.

(2) Seller shall have received approval of this transaction from Seller's constituent partners and owners as deemed necessary or desirable by Seller in its sole discretion.

(3) Purchaser shall simultaneously close on the purchase of that certain approximately 2.50-acre tract of land located adjacent to the Land pursuant to that certain Real Estate Contract (Fire Station Site) dated on or about the date hereof by and between Seller and Purchaser.

**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 under a grazing lease and otherwise as previously disclosed to Purchaser.

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

{.00082180.5}

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, Inc., 200 W. 6th Street, Suite 1600, Austin, Texas 78701, Attn: John Bruce (“Title Company”), on or before the date that is ninety (90) days after the effective date of this Agreement, 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 Purchaser and City of Georgetown (“COGT”) in fee simple to all of the Property, 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 and COGT’s favor in the full amount of the Purchase Price, insuring fee simple title to the Property and subject only to those title

{.00082180.5}

exceptions listed therein or in the Deed, 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 and COGT possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (1) Pay the Purchase Price to Seller in cash or other immediately available funds.
- (2) Deliver to Seller a duly executed and acknowledged counterpart of the Deed (executed by all grantees thereunder) 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, 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:

{.00082180.5}

- (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

{.00082180.5}

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.

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. 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

{.00082180.5}

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 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. N/A

[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: 6/3/26

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”

FIELDNOTES for a 4.50 acre tract situated in the Ruidosa Irrigation Co Survey, Abstract No. 714, out of the remainder of a tract conveyed to Nelson Homestead Family Partnership, LTD in a Special Warranty Deed, as recorded under Instrument Number 1998024078, of the Official Public Records of Williamson County, Texas (hereinafter referred to as Nelson Tract); the tract being more fully described as follows:

COMMENCING at a 1/2-inch iron rod stamped “LJA SURVEYING” found at a corner of County Road 110, a variable width right-of-way described under Instrument Numbers 2021110352 and 2022095017, of the Official Public Records of Williamson County, Texas; **THENCE** NORTH 66°24’46” WEST along the southwest right of way line of said County Road 110, a distance of 106.16 feet to a 1/2-inch iron rod found in the southeast right-of-way University Boulevard (also known as Chandler Road), a 200 feet wide right of way described under Instrument Number 2003002312, of said Official Public Records of Williamson County, Texas; **THENCE** NORTH 21°27’52” WEST over and across said University Boulevard, a distance of 200.00 feet to a 1/2-inch iron rod found in the northwest right-of-way of said University Boulevard; **THENCE** continuing along the southwest right of way line of said County Road 110, the following calls: NORTH 23°35’14" EAST, a distance of 105.97 feet; NORTH 21°27’52” WEST a distance of 76.91 feet; along a curve to the left having a radius of 4,900.00 feet, an arc length of 259.88 feet, and a chord which bears NORTH 22°59’01” WEST, a distance of 259.85 feet to a 1/2-inch iron rod found; NORTH 17°21’38” WEST a distance of 182.37 feet; NORTH 26°36’30” WEST a distance of 406.73 feet; along a curve to the right, having a radius of 5,068.00 feet, an arc length of 158.08 feet, and a chord which bears NORTH 25°42’53” WEST a distance of 158.07 feet to a 5/8-inch iron rod with a cap stamped “BHB INC” set; **THENCE** SOUTH 68°28’35” WEST, departing the southwest right-of-way of said County Road 110, over and across said Nelson Tract, a distance of 428.55 feet to a 5/8-inch iron rod with a cap stamped “BHB INC” set at the **POINT OF BEGINNING**;

THENCE continuing through the interior of said Nelson tract, the following calls:

1. SOUTH 68°28’35” WEST, a distance of 579.99 feet to a 5/8-inch iron rod with a cap stamped “BHB INC” set;
2. NORTH 26°01’38” WEST, a distance of 313.08 feet to a 5/8-inch iron rod with a cap stamped “BHB INC” set;
3. NORTH 63°30’15” EAST, a distance of 200.70 feet to a 5/8-inch iron rod with a cap stamped “BHB INC” set;

4. Along a curve to the right, having a radius of 1,460 feet, an arc length of 126.70 feet, and a chord which bears NORTH 65°59'25" EAST, a distance of 126.66 feet to a 5/8-inch iron rod with a cap stamped "BHB INC" set;
5. NORTH 68°28'35" EAST, a distance of 281.33 feet to a 5/8-inch iron rod with a cap stamped "BHB INC" set, from which a 1/2-inch iron rod found bears NORTH 68°28'35" EAST a distance of 201.95 feet;
6. SOUTH 20°58'01" EAST, a distance of 335.02 feet to the **POINT OF BEGINNING**, containing 4.50 acres (+/- 196,170 Square Feet), more or less.

Bearings are based on the Texas System of 1983, Texas Central Zone 4203.

Distances and Areas are represented in US Survey Feet.

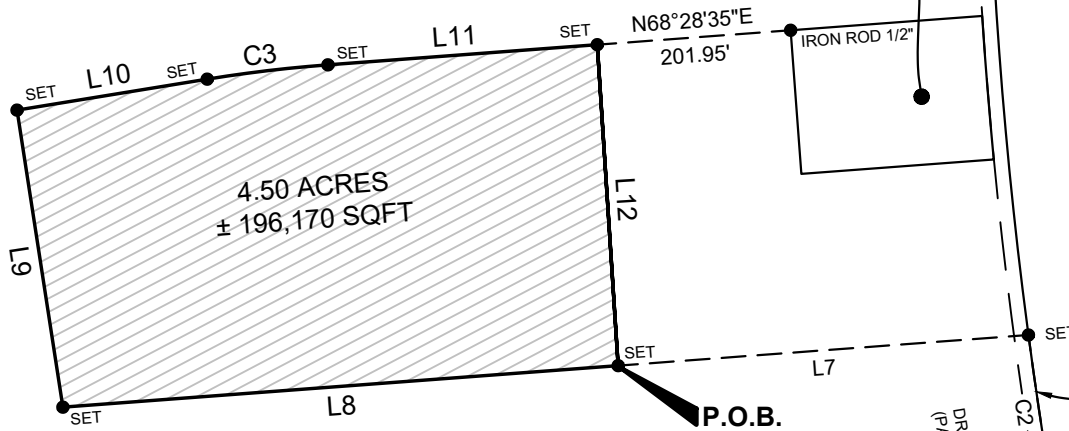
Cole Strevey
Registered Professional
Land Surveyor No. 6731
Date: May 26, 2026
Revised: N/A



EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

PROPOSED - CALLED 0.69 OF AN ACRE
ATMOS TRACT (NOT RECORDED)
(TEMPORARY WORKSPACE
ESMT NOT SHOWN)

COUNTY
ROAD 107



4.50 ACRES
± 196,170 SQFT

P.O.B.

NELSON HOMESTEAD
FAMILY PARTNERSHIP, LTD
INST# 1998024078
O.P.R.W.C.T.

15' WIDE
DRAINAGE EASEMENT
(PARCEL 9M.E. PART 2)
INST# 2022095009
O.P.R.W.C.T.

COUNTY ROAD 110
VARIABLE WIDTH

WILLIAMSON COUNTY, TEXAS
INST# 2022095017
O.P.R.W.C.T.

UNIVERSITY BOULEVARD
(A.K.A. CHANDLER ROAD)
VARIABLE WIDTH
WILLIAMSON COUNTY, TEXAS
INST# 2003002312
O.P.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
INST# 2021110352
O.P.R.W.C.T.



0 200'



Scale: 1"=200'

EXHIBIT SHOWING
4.50 ACRES
SITUATED IN THE
RUIDOSA IRRIGATION
CO SURVEY
ABSTRACT NO. 714
WILLIAMSON COUNTY
TEXAS



BAIRD, HAMPTON & BROWN

building partners

Job No.:

2026.013.044 FS12 CTX602 - CR 110, Round
Rock, Wilco., TX - Exhibit 2 - Rev - CDS Rev.dwg
797 Sam Bass Road #639
Round Rock, Tx 78680
mail@bhbin.com • 817.338.1277 • bhbin.com
TBPELS Firm #10011300

Drafter:
CY

Date:
2026-05-26

Sheet #:
3 of 4

P.O.C.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Line Data Table		
Line #	Bearing	Distance
L1	N66°24'46"W	106.16'
L2	N21°27'52"W	200.00'
L3	N23°35'14"E	105.97'
L4	N21°27'52"W	76.91'
L5	N17°21'38"W	182.37'
L6	N26°36'30"W	406.73'
L7	S68°28'35"W	428.55'
L8	S68°28'35"W	579.99'
L9	N26°01'38"W	313.08'
L10	N63°30'15"E	200.70'
L11	N68°28'35"E	281.33'
L12	S20°58'01"E	335.02'

Curve Data Table					
Curve #	Arc	Radius	Delta	Chord Bearing	Chord
C1	259.88'	4900.00'	003°02'20"	N22°59'01"W	259.85'
C2	158.08'	5068.00'	001°47'14"	N25°42'53"W	158.07'
C3	126.70'	1460.00'	004°58'20"	N65°59'25"E	126.66'



SITE MAP
NOT TO SCALE

SURVEYOR'S NOTES:

1. This survey is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 Adjustment), Central Zone (4203).
2. Distances and Areas shown are surface values represented in US Survey Feet.
3. Per client request, improvements are not shown for the purpose of this exhibit.
4. Field work was completed May 26, 2026.

ABBREVIATION LEGEND:

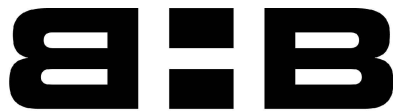
P.R.W.C.T.	Plat Records of Williamson County, Texas
O.P.R.W.C.T.	Official Public Records of Williamson County, Texas
D.R.W.C.T.	Deed Records of Williamson County, Texas
INST#	Instrument Number
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
SET	5/8" Iron Rod with Cap Stamped "BHB INC." Set

TITLE COMMITMENT NOTES:

This survey was performed with the benefit of a title commitment provided by First American Title Company, GF# 202102014A, effective April 7, 2026, and issued April 20, 2026. The record description of the subject property, and only those easements and encumbrances of record contained within Schedule B are noted and addressed hereon. Therefore, easements, agreements, or other documents, either recorded or unrecorded, may exist that affect the subject property that are not shown on this survey.

1. Document No. 2026003975 of the Official Public Records of Williamson County, Texas (*THE "RETAINED 80' EASEMENT" IS NOT LOCATED ON THE SUBJECT TRACT*)
- a. Volume 238, Page 184 of the Deed Records of Williamson County, Texas (*AMBIGUOUS IN NATURE, HOWEVER APPEARS TO BE BLANKET OVER THE SUBJECT TRACT*), as further affected by Restrictive Covenants and Partial Release of Easement recorded under Document Nos. 2026003975 (*THE "RETAINED 80' EASEMENT" IS NOT LOCATED ON THE SUBJECT TRACT*).
- b. Telegraph and telephone lines easement granted to Lone Star Gas Company, by instrument dated June 15, 1928, recorded in Volume 238, Page 186 of the Deed Records of Williamson County, Texas. (*AMBIGUOUS IN NATURE, HOWEVER APPEARS TO BE BLANKET OVER THE SUBJECT TRACT*).

EXHIBIT SHOWING
4.50 ACRES
SITUATED IN THE
RUIDOSA IRRIGATION
CO SURVEY
ABSTRACT NO. 714
WILLIAMSON COUNTY
TEXAS



BAIRD, HAMPTON & BROWN
building partners

Job No.:

2026.013.044 FS12 CTX602 - CR 110, Round Rock, Wilco., TX - Exhibit 2 - Rev - CDS Rev.dwg
797 Sam Bass Road #639
Round Rock, Tx 78680
mail@bhbin.com • 817.338.1277 • bhbin.com
TBPELS Firm #10011300

Drafter:
CY

Date:
2026-05-26

Sheet #:
4 of 4

EXHIBIT "B"

DEED

Chandler Water Tank Site

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 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 (as to a 50% interest) and CITY OF GEORGETOWN, a Texas home rule municipal corporation (as to a 50% interest)**, hereinafter collectively 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 approximately 4.50-acre (196,170 Sq. Ft.) tract of land in the Ruidoso Irrigation Co. Survey, Abstract No. 714, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein ("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 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 No. R056619 (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 successors and 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 successors and 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 due to change in usage or ownership of the Property by Grantee which directly result from this transfer to Grantee.

The following restrictive 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 parkland and a water storage tank and pump facilities purposes and for the construction and maintenance of related drainage improvements and public utilities therein (collectively, the "Site Improvements"), and any material change from these uses is subject to the approval of Grantor, which approval shall not be unreasonably withheld. The use restriction in this paragraph shall expire and be of no further force and effect upon the expiration of thirty (30) years following the date of execution of this instrument as set out below.

(2) The Site Improvements must include appropriate facilities for the collection of all drainage and/or stormwater runoff from the Property and the adjacent County Road 107 right of way as required by any applicable Williamson County or City of Round Rock Design Criteria. No increase in volume of stormwater runoff or drainage resulting from construction of the Site Improvements may be diverted onto the Remainder Property 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) In no event shall any vertical finished building Site Improvement, exclusive of any antennae or associated communication or transmission equipment appurtenances used in the operation of the permitted Site Improvements hereunder, be greater than sixty (60) feet in height above the current Property elevation, or be located closer to any side or rear boundary of the Property than is minimally allowed by the setback provisions of the City of Round Rock Development Code effective at the time of construction.

(4) Driveway access points to and from County Road 107 shall be located no closer to any side boundary of the Property or to any other driveway access point than the minimum spacing allowed by the City of Round Rock Development Code provisions effective at the time of construction.

(5) Unless waived by Grantor in writing at Grantor's sole discretion, Grantee's construction of the Site Improvements shall include the installation of improvements that reasonably screen the Site Improvements from the view of the Remainder Property, such as a wall of at least eight (8) feet in height, a berm with trees and/or landscaping buffer, or a combination thereof. Grantor and Grantee shall work together in good faith to agree upon the specifications for such screening improvements prior to installation. Grantee shall maintain such screening improvements in good and sightly condition at all times after the installation thereof.

(6) After construction of the Site Improvements, in the event that Grantee abandons use of the Property for public use 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]

ACCEPTED:

CITY OF ROUND ROCK, TEXAS

By: _____
Brooks Bennett, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

This instrument was acknowledged before me on this the __ day of _____, 2026, by Brooks Bennett, Round Rock City Manager, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

ACCEPTED:

City of Georgetown,
a Texas home-rule municipal corporation

By: _____
David Morgan, City Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 2026,
by David Morgan, City Manager of the City of Georgetown, a Texas home-rule municipal corporation,
on behalf of said corporation.

Notary Public, State of Texas

APPROVED AS TO FORM:

Andrew Culpepper, Assistant City Attorney

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 E. Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO: