

# EXHIBIT

## B

### **REAL ESTATE CONTRACT**

CR 112 Right of Way—Parcel 4

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 20.586-acre (896,713 Sq. Ft.) tract of land in the John L. Justice Survey, Abstract No. 356, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 4**);

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. R056155 (90.45 acres) and R545897 (74.997 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. 2023088947, 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 THREE MILLION

SIX HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED TWENTY-THREE and 00/100 Dollars. (\$3,676,523.00).

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 \$2,722,037.00, 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 the sum of ONE MILLION FOURTEEN THOUSAND EIGHT HUNDRED NINETY-TWO and 25/100 Dollars (\$1,014,892.25).**

#### 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. As additional consideration and as an obligation which shall survive the Closing of this transaction, Purchaser's construction of the CR 112 Improvements as defined in the Deed shall include construction of certain sleeve casing installation and driveway reconfiguration improvements, to be constructed at Purchaser's sole cost and in substantial compliance with the plans, notes and specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Agreement, Seller allows Purchaser, its agents and contractors to temporarily enter the Remainder Property solely in the minimum location and for the duration as necessary to carry out the obligations of this paragraph.

2.05. As additional consideration and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to cooperate with Seller in order to facilitate Seller's pursuit of any application or approvals required from any governmental entities with jurisdiction (including Purchaser itself, if applicable) for use of such driveway identified in Section 2.04 above, according to the requirements of any design and construction standards (DACS) or other applicable code ordinances of Purchaser in place at the time of application.

## **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 “C” 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  
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 20.586 ACRE (896,713 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN L. JUSTICE SURVEY, ABSTRACT NO. 356 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 OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS, AND A PORTION OF THE REMAINDER OF THAT CALLED 1,162.08 ACRE TRACT (EXHIBIT A, 3) TO SAID NELSON HOMESTEAD FAMILY PARTNERSHIP LTD. RECORDED IN DOCUMENT NO. 1998024078 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 20.586 ACRE (896,713 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 127.57 feet left of County Road (C.R.) 112 Baseline Station 74+73.65 (Grid Coordinates determined as N=10,179,349.33 E=3,148,393.14), in the proposed northerly Right-of-Way (ROW) line of C.R. 112 (variable width ROW), being the common boundary line of said remainder portion of the 868.54 acre tract and said remainder portion of the 1,162.08 acre, for the **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, through the interior of said remainder of the 1,162.08 acre tract and said remainder of the 868.54 acre tract, with said proposed ROW line the following twenty one (21) courses:

- 1) **N 09°07'44" E** for a distance of **8.79** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 133.95 feet left of C.R. 112 Baseline Station 74+79.69, for an angle point;
- 2) **N 37°28'32" W** for a distance of **7.90** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 141.84 feet left of C.R. 112 Baseline Station 74+79.25, for an angle point;
- 3) **N 52°31'28" E** for a distance of **140.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 150.20 feet left of C.R. 112 Baseline Station 76+15.24, for an angle point;
- 4) **S 37°28'32" E** for a distance of **18.40** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 131.86 feet left of C.R. 112 Baseline Station 76+16.61, for an angle point;
- 5) **S 79°42'03" E** for a distance of **59.24** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 76+57.40, for a point of curvature to the right;
- 6) with said curve to the right, having a radius of **1,592.00** feet, a delta angle of **1°29'03"**, an arc length of **41.24** feet, and a chord which bears **N 59°32'03" E**, a distance of **41.24** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 76+96.25, for a point of tangency;
- 7) **N 60°16'34" E** for a distance of **1,669.66** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 93+65.90, for an angle point;
- 8) **S 56°58'10" E** for a distance of **49.70** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 47.81 feet left of C.R. 112 Baseline Station 93+88.66, for an angle point;
- 9) **N 60°16'34" E** for a distance of **95.61** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 47.81 feet left of C.R. 112 Baseline Station 94+84.27, for an angle point;

- 10) N **56°58'10"** W for a distance of **49.70** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 94+61.51, for an angle point;
- 11) N **60°16'34"** E for a distance of **1,266.86** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 107+28.37, for a point of curvature to the left;
- 12) with said curve to the left, having a radius of **1,308.00** feet, a delta angle of **04°31'19"**, an arc length of **103.23** feet, and a chord which bears N **58°00'55"** E, a distance of **103.21** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 92.00 feet left of C.R. 112 Baseline Station 108+38.86, for a point of tangency;
- 13) N **34°14'45"** W for a distance of **20.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 112.00 feet left of C.R. 112 Baseline Station 108+38.86, for a point of non-tangency to the left;
- 14) with said curve to the left, having a radius of **1,288.00** feet, a delta angle of **14°46'47"**, an arc length of **332.25** feet, and a chord which bears N **48°21'52"** E, a distance of **331.33** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 112.00 feet left of C.R. 112 Baseline Station 112+00.00, for a point of non-tangency;
- 15) S **49°01'32"** E for a distance of **22.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 112+00.00, for a point of non-tangency to the left;
- 16) with said curve to the left, having a radius of **1,310.00** feet, a delta angle of **16°41'54"**, an arc length of **381.79** feet, and a chord which bears N **32°37'31"** E, a distance of **380.44** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 116+08.02, for a point of tangency;
- 17) N **24°16'34"** E for a distance of **1,044.76** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 126+52.78, for a point of curvature to the right;
- 18) with said curve to the right, having a radius of **1,290.00** feet, a delta angle of **44°42'34"**, an arc length of **1,006.62** feet, and a chord which bears N **46°37'51"** E, a distance of **981.27** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 135+89.17, for a point of tangency;
- 19) N **68°59'08"** E for a distance of **162.81** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet left of C.R. 112 Baseline Station 137+51.98, for an angle point;
- 20) N **23°45'38"** E for a distance of **56.35** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 130.00 feet left of C.R. 112 Baseline Station 137+91.66, for an angle point;
- 21) N **21°27'52"** W for a distance of **14.77** feet to an iron rod with aluminum cap stamped "WILCO ROW" found, in the existing westerly ROW line of C.R. 110 (variable width ROW), for an angle point;
- 22) THENCE, with said existing ROW line, being said remainder of the 868.54 acre boundary line, N **68°32'08"** E for a distance of **12.00** feet an iron rod with aluminum cap stamped "WILCO ROW" found,

23) THENCE, continuing with said common line, **S 21°27'52" E** for a distance of **294.48** feet an iron rod with aluminum cap stamped "CORR-ROW" set 149.61 feet right of C.R. 112 Baseline Station 138+05.86, for an angle point;

THENCE, departing said existing ROW line, through the interior of said remainder of the 1,162.08 acre tract, and said remainder of the 868.54 acre tract, with the proposed southeasterly ROW line of C.R. 112, the following six (6) courses:

24) **S 68°32'08" W** for a distance of **12.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 149.59 feet right of C.R. 112 Baseline Station 137+93.58, for an angle point;

25) **N 21°27'52" W** for a distance of **19.71** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 130.00 feet right of C.R. 112 Baseline Station 137+93.70, for an angle point;

26) **N 66°14'22" W** for a distance of **56.79** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 137+53.39, for an angle point;

27) **S 68°59'08" W** for a distance of **164.22** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 135+89.17, for a point of curvature to the left;

28) with said curve to the left, having a radius of **1,110.00** feet, a delta angle of **44°42'34"**, an arc length of **866.16** feet, and a chord which bears **S 46°37'51" W**, a distance of **844.35** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 126+52.78, for a point of tangency;

29) **S 24°16'34" W** for a distance of **342.37** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 123+10.40, for an angle point, being the cutback to a proposed spur for C.R. 112;

THENCE, continuing through the interior of said remainder of the 868.54 acre tract, with the proposed easterly ROW line of said spur, the following four (4) courses:

30) with said cutback, **S 20°43'37" E** for a distance of **42.42** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 120.00 feet right of C.R. 112 Baseline Station 122+80.41, at the end of said cutback, for an angle point;

31) **S 65°43'48" E** for a distance of **253.30** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 46.00 feet left of C.R. 112 Spur Baseline Station 14+73.64, for a point of curvature to the right;

32) with said curve to the right, having a radius of **530.00** feet, a delta angle of **36°49'42"**, an arc length of **340.67** feet, and a chord which bears **S 46°47'52" E**, a distance of **334.84** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet left of C.R. 112 Spur Baseline Station 17+87.02, for a point of tangency;

33) **S 29°49'09" E** for a distance of **29.49** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet left of C.R. 112 Spur Baseline Station 18+16.52, in the existing northerly ROW line of C.R. 112 (variable width ROW);

34) THENCE, with said existing ROW line, being said remainder of the 868.54 acre boundary line, **S 60°18'18" W** for a distance of **80.00** feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet right of C.R. 112 Spur Baseline Station 18+16.34, being the proposed westerly ROW line of said C.R. 112 Spur;

THENCE, continuing through the interior of said remainder of the 868.54 acre tract, with said proposed southwesterly Spur ROW line, the following four (4) courses:

- 35) N 29°49'09" W for a distance of 29.32 feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet right of C.R. 112 Spur PT Baseline Station 17+87.02, for a point of curvature to the left;
- 36) with said curve to the left, having a radius of 460.00 feet, a delta angle of 35°54'39", an arc length of 288.31 feet, and a chord which bears N 47°46'29" W, a distance of 283.61 feet to an iron rod with aluminum cap stamped "CORR-ROW" set 40.00 feet right of C.R. 112 Spur Baseline PC Station 14+73.64, for a point of tangency;
- 37) N 65°43'48" W for a distance of 253.31 feet to an iron rod with aluminum cap stamped "CORR-ROW" set 120.00 feet right of C.R. 112 Baseline Station 121+94.41, for the beginning of a cutback for C.R. 112;
- 38) with said cutback, S 69°16'23" W for a distance of 42.43 feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 121+64.40, in said southeasterly proposed ROW line of C.R. 112, at the end of said cutback, for an angle point;

THENCE, continuing through the interior of said remainder of the 868.54 acre tract, with said proposed southeasterly ROW line of C.R. 112, the following two (2) courses:

- 39) S 24°16'34" W for a distance of 556.39 feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 116+08.02, for a point of curvature to the right;
- 40) with said curve to the right, having a radius of 1,490.00 feet, a delta angle of 17°11'46", an arc length of 447.19 feet, and a chord which bears S 32°52'28" W, a distance of 445.52 feet to an iron rod with aluminum cap stamped "CORR-ROW" set 90.00 feet right of C.R. 112 Baseline Station 111+87.83, in the existing northerly ROW line of said C.R. 112, for a point of non-tangency;

THENCE, with the common line of said existing ROW, and said remainder of the 868.54 acre tract, the following eight (8) courses:

- 41) S 60°14'28" W for a distance of 378.47 feet to a calculated angle point;
- 42) S 59°47'51" W for a distance of 734.98 feet to a calculated angle point;
- 43) S 59°45'42" W for a distance of 557.94 feet to a calculated angle point;
- 44) N 17°48'03" W for a distance of 20.48 feet to a calculated angle point;
- 45) S 59°45'42" W for a distance of 565.90 feet to a calculated angle point;
- 46) S 61°11'26" W for a distance of 668.35 feet to a calculated angle point;
- 47) S 60°05'03" W for a distance of 274.21 feet to a calculated angle point;
- 48) S 59°13'54" W for a distance of 189.54 feet to a calculated angle point, and from which a 1/2" iron rod found bears S 19°22'05" E for a distance of 0.37 feet;

County: Williamson  
Parcel : 4- Nelson Homestead  
Highway: C.R. 112

Page 5 of 10  
08-23-22

49) THENCE, departing said existing ROW line, with the common line of said remainder of the 1,162.08 acre tract and said remainder of the 868.54 acre tract, **S 77°06'26" W** for a distance of **396.67** feet to the **POINT OF BEGINNING**, containing 20.586 acres (896,713 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

THE STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*  
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, TX 78681

25 AUG 2022

Date \_\_\_\_\_

S:\HDR\CB 112\PARCELS\PARCEL 4\PARCEL 4-NEILSON HOMESTEAD.doc





PLAT TO ACCOMPANY DESCRIPTION

NELSON HOMESTEAD FAMILY

PARTNERSHIP | TR

PARTNERSHIP, LTD.  
REMINER PARTNERSHIP, LTD.

ENDER FURION 868.54 ACK

DOC. NO. 1998024076

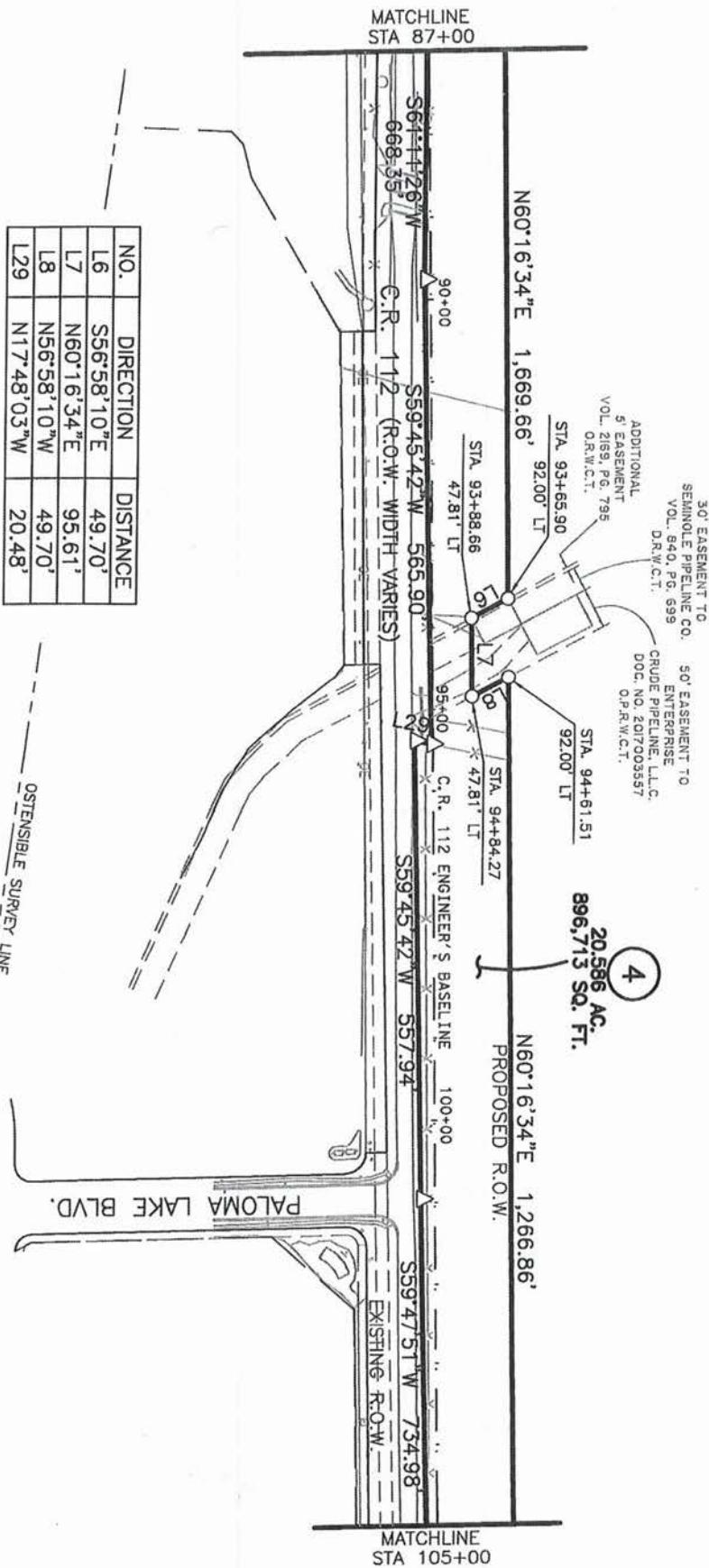
O.R.W.C.T.

DESCRIBED IN

VOL. 1133, PG. 6

O.R.W.C.T.

JOHN L. JUSTICE SURVEY  
ABSTRACT NO. 356



|   |               |   |  |
|---|---------------|---|--|
|  <p><b>INLAND<br/>GEOGRAPHICS</b></p> <p>PROFESSIONAL LAND SURVEYORS<br/>1504 CHISHOLM TRAIL RD. STE. 103<br/>ROUND ROCK, TX. 78681<br/>PH. (512) 238-1200, FAX (512) 238-1251<br/>FIRM REGISTRATION NO. 100391-00</p> |               | <p><b>NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.</b></p> <p><b>PARCEL PLAT SHOWING PROPERTY OF</b></p> <p><b>PARCEL 4</b><br/><b>20.586 AC.</b><br/><b>886,713 SQ. FT.</b></p> <p><b>08/23/2022</b></p> <p><b>WILLIAMSON COUNTY</b></p> <p><b>PROJECT</b><br/><b>CR 112</b></p> <p><b>PAGE 7 OF 10</b></p> |  |
| <b>1" SCALE</b>   | <b>= 200'</b> |   |  |



EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

| NUMBER | DELTA     | RADIUS    | LENGTH    | CHORD   | CHORD BEARING |
|--------|-----------|-----------|-----------|---------|---------------|
| C5     | 44°42'34" | 1,290.00' | 1,006.62' | 981.27' | N46°37'51"E   |
| C6     | 44°42'34" | 1,110.00' | 866.16'   | 844.35' | S46°37'51"W   |

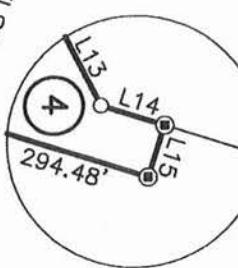
| NO. | DIRECTION   | DISTANCE  |
|-----|-------------|-----------|
| L11 | N24°16'34"E | 1,044.76' |
| L12 | N68°59'08"E | 162.81'   |
| L13 | N23°45'38"E | 56.35'    |
| L14 | N21°27'52"W | 14.77'    |
| L15 | N68°32'08"E | 12.00'    |
| L16 | S68°32'08"W | 12.00'    |
| L17 | N21°27'52"W | 19.71'    |
| L18 | N66°14'22"W | 56.79'    |
| L19 | S68°59'08"W | 164.22'   |
| L20 | S24°16'34"W | 342.37'   |

STA. 126+52.78 90.00' LT  
STA. 135+89.17 90.00' LT  
STA. 137+91.66 130.00' LT  
STA. 137+51.98 90.00' LT  
STA. 137+91.55 144.77' LT  
STA. 137+91.55 144.77' LT  
STA. 135+89.17 130.00' LT  
STA. 137+53.39 90.00' RT  
STA. 137+93.70 130.00' RT  
STA. 137+93.58 149.59' RT  
STA. 138+05.86 149.61' RT  
STA. 138+14.32 140+00' RT

DETAIL "C"  
N.T.S.

STA. 126+52.78 90.00' LT  
STA. 135+89.17 90.00' LT  
STA. 137+91.66 130.00' LT  
STA. 137+51.98 90.00' LT  
STA. 137+91.55 144.77' LT  
STA. 137+91.55 144.77' LT  
STA. 135+89.17 130.00' LT  
STA. 137+53.39 90.00' RT  
STA. 137+93.70 130.00' RT  
STA. 137+93.58 149.59' RT  
STA. 138+05.86 149.61' RT  
STA. 138+14.32 140+00' RT

DETAIL "C"  
N.T.S.



L11  
L20  
C. R. 112  
PC 126+52.78  
STA. 126+52.78 90.00' RT  
896,713 SQ. FT.

20,586 AC.

FT.

PROPOSED R. O. / W.

C6

## EXHIBIT A

## LEGEND

## PLAT TO ACCOMPANY DESCRIPTION

|   |                                |                          |
|---|--------------------------------|--------------------------|
| ▲ | 60D NAIL FOUND                 | LINE BREAK               |
| ◎ | 1/2 " IRON ROD W/ ALUMINUM CAP | DENOTES COMMON OWNERSHIP |
| ○ | STAMPED "WILCO-ROW" FOUND      | POINT OF BEGINNING       |
| ◎ | IRON ROD WITH ALUMINUM CAP     | P.O.B.                   |
| ◎ | STAMPED "CORR-ROW" SET         | ( ) RECORD INFORMATION   |
| ◎ | IRON ROD WITH PLASTIC CAP      | P.R.W.C.T.               |
| ● | IRON ROD FOUND                 | PLAT RECORDS             |
| ■ | 1/2" IRON ROD FOUND            | WILLIAMSON COUNTY, TEXAS |
| ■ | TxDOT TYPE II CONCRETE         | DEED RECORDS             |
| ■ | MONUMENT FOUND                 | WILLIAMSON COUNTY, TEXAS |
| △ | CALCULATED POINT               | O.R.W.C.T.               |
| △ | PROPERTY LINE                  | WILLIAMSON COUNTY, TEXAS |
| △ | PLAT                           | O.P.R.W.C.T.             |
| △ | PROPERTY LINE                  | 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 (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), AFFECTS AS SHOWN.

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), AFFECTS AS SHOWN.

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 78661

ROUND ROCK, TEXAS 78661

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.

08/23/2022

PARCEL 4  
20.586 AC.  
896,713 SQ. FT.



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

1" = 200'

WILLIAMSON COUNTY

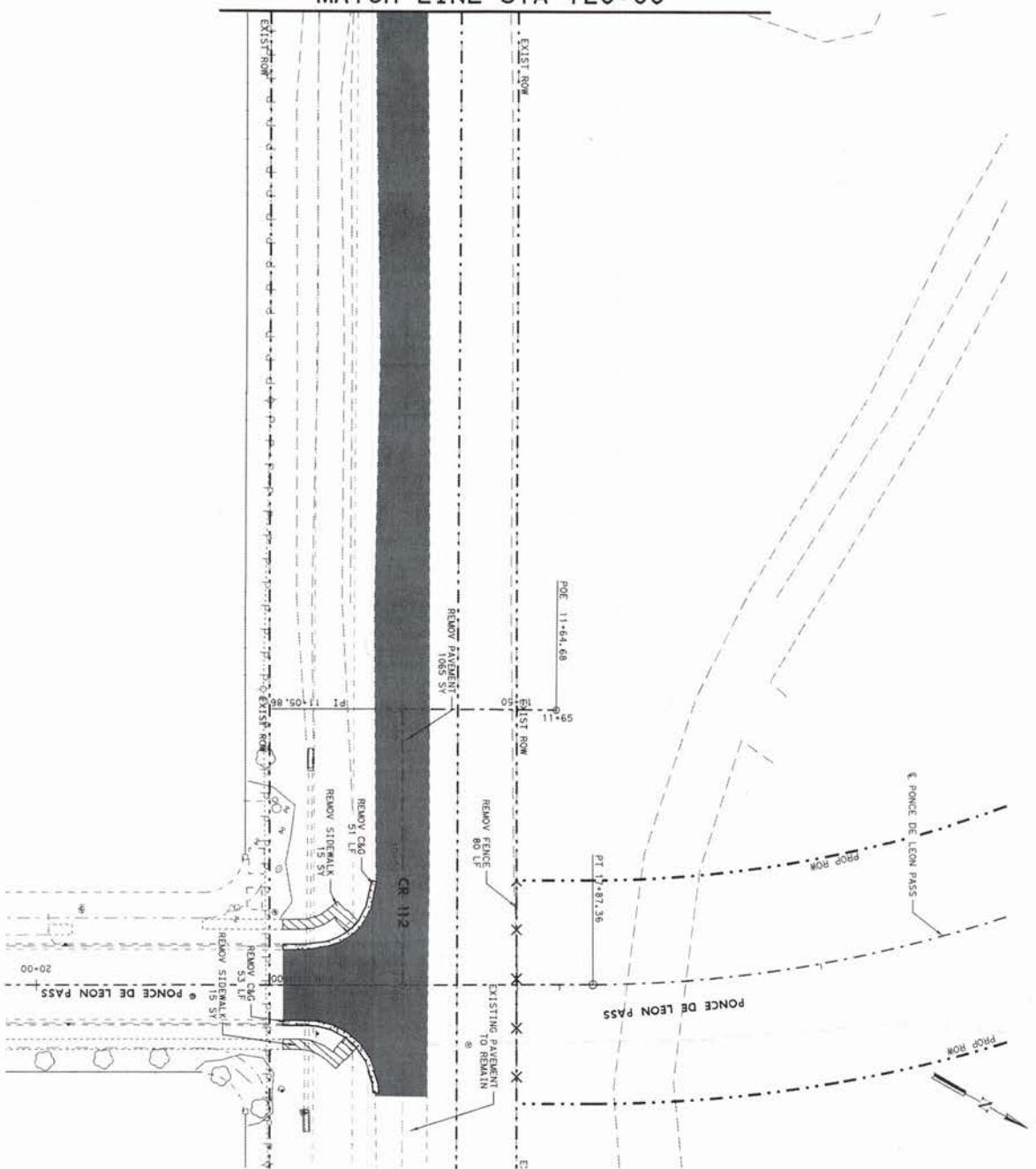
PROJECT

CR 112

PAGE 10 OF 10

## EXHIBIT "B"

MATCH LINE STA 120+00



NOTE

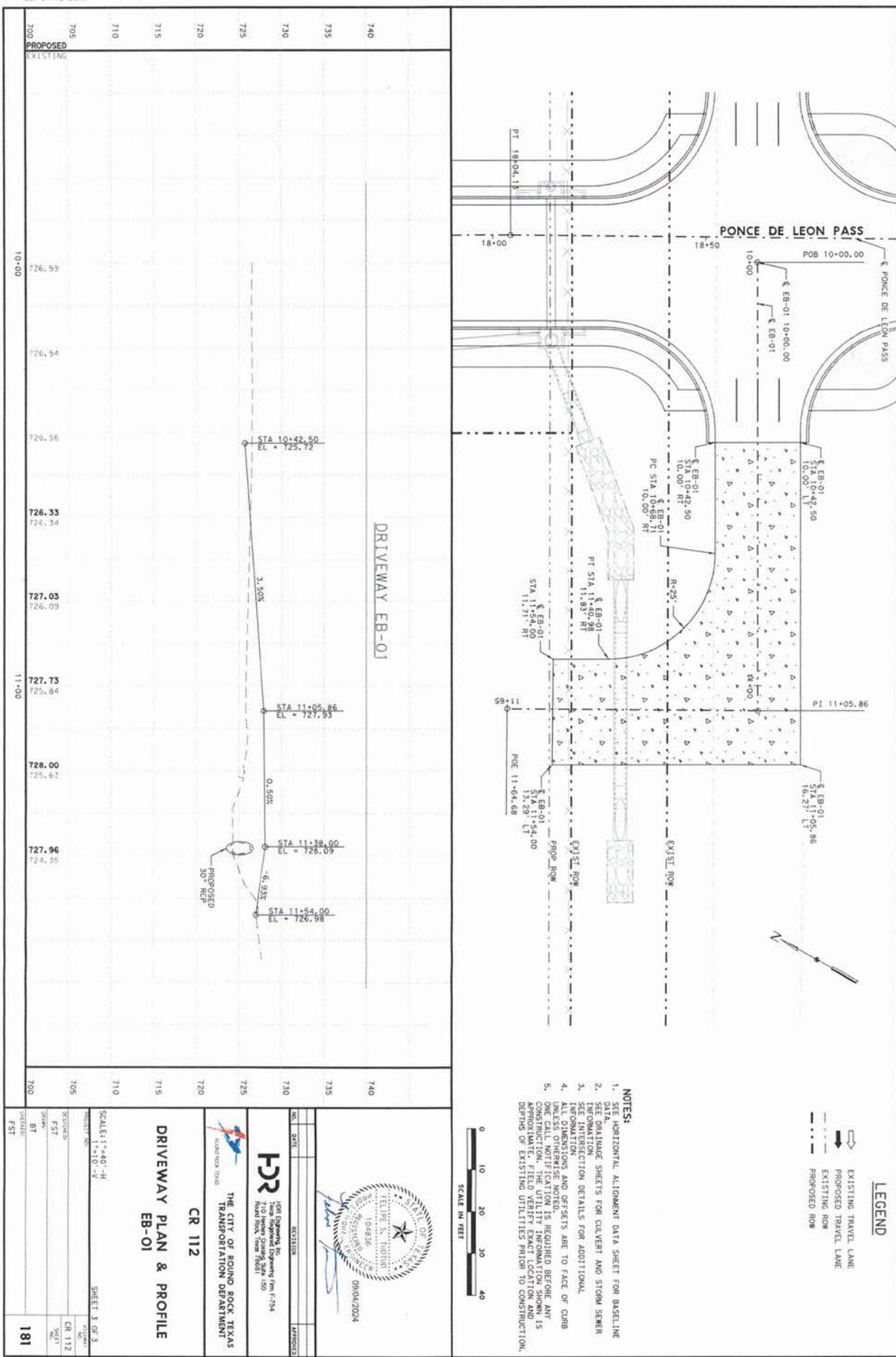
1. ALL ITEMS REQUIRING REMOVAL THAT ARE NOT SPECIFICALLY CALLED OUT IN PLANS SHALL BE CONSIDERED SUBSIDARY TO PREP ROW.
2. REFER TO ROADWAY PLANS FOR LIMITS OF CONSTRUCTION ON CROSS STREETS AND DRIVEWAYS.

REMOVE TRE

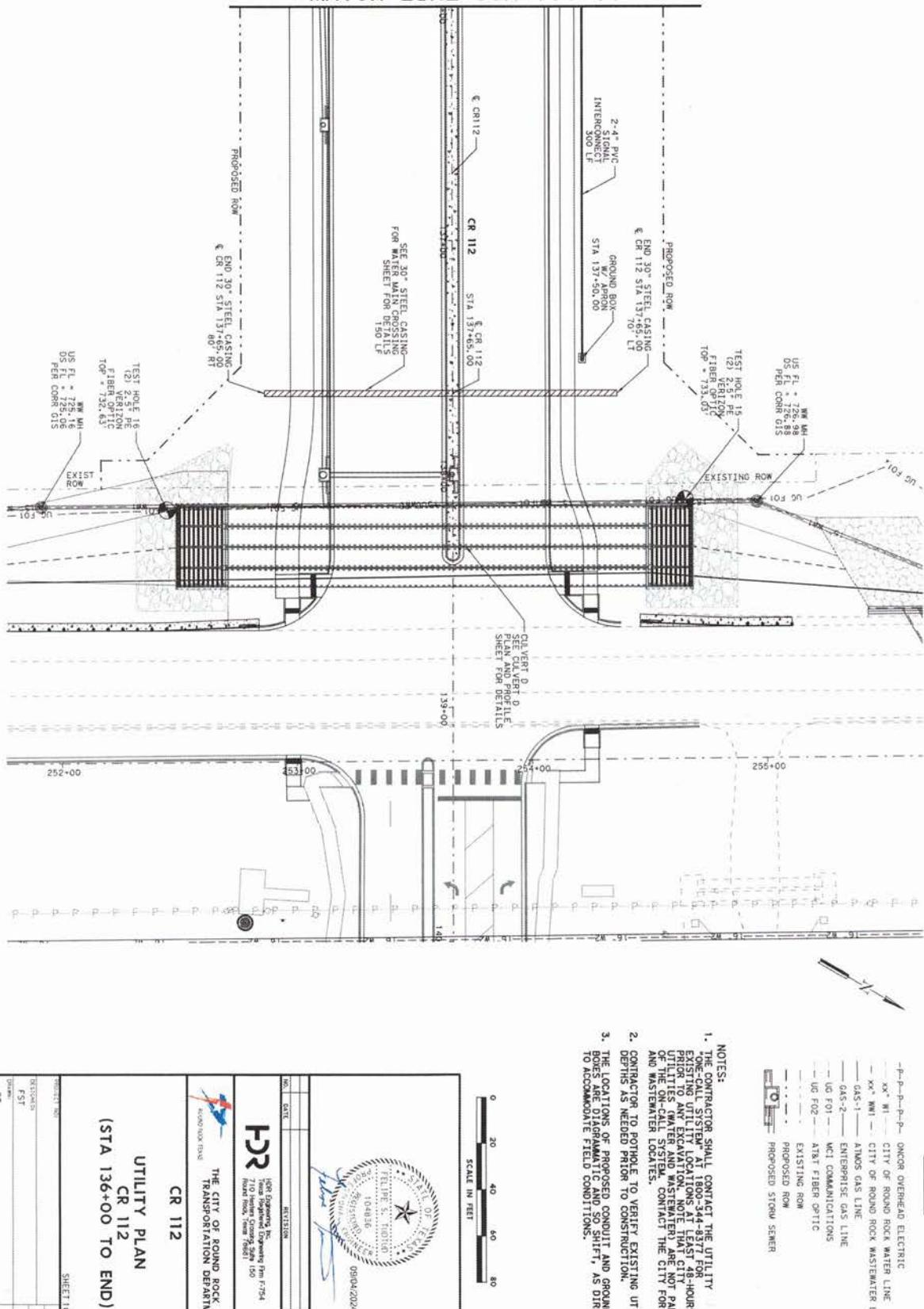
| LEGEND               | REMOVE STAR BASE AND ASPHALT |
|----------------------|------------------------------|
| XXXXXX               | PLANE ASPH CONC PAV          |
| —X—X—X—X—X—X—        | REMOVE CONCRETE DRIVEWAY     |
| —X—X—X—X—X—X—        | REMOVE FENCE                 |
| 66666666666666666666 | REMOVE CONCRETE MISC         |
| CCCCCCCCCCCCCCCCCCCC | REMOVE CONCRETE REGRAP       |
| CCCCCCCCCCCCCCCCCCCC | REMOVE SIDEWALK              |
| CCCCCCCCCCCCCCCCCCCC | REMOVE BUILDING              |

REMOVAL PLAN  
TA 120+00 TO ENTRANCE





MATCH LINE STA 136+00



LEGEND

1. NOTES:  
THE CONTRACTOR SHALL CONTACT THE UTILITY  
ONE-CALL SYSTEM AT 1800-44-1377 FOR  
EXISTING UTILITY LOCATIONS AT LEAST 48-HOURS  
PRIOR TO ANY EXCAVATION. NOTE THAT CITY  
UTILITIES (WATER AND WASTEWATER) ARE NOT PART  
OF THE ONE-CALL SYSTEM. CONTACT THE CITY FOR WATER  
AND WASTEWATER LOCATES.
2. CONTRACTOR TO POTHOLE TO VERIFY EXISTING UTILITY  
LOCATIONS AS NEEDED PRIOR TO CONSTRUCTION.
3. THE LOCATIONS OF PROPOSED CONDUIT AND GROUND  
HOLES ARE DRASTICALLY AND SO SHIFT, AS DIRECTED,  
TO ACCOMMODATE FIELD CONDITIONS.



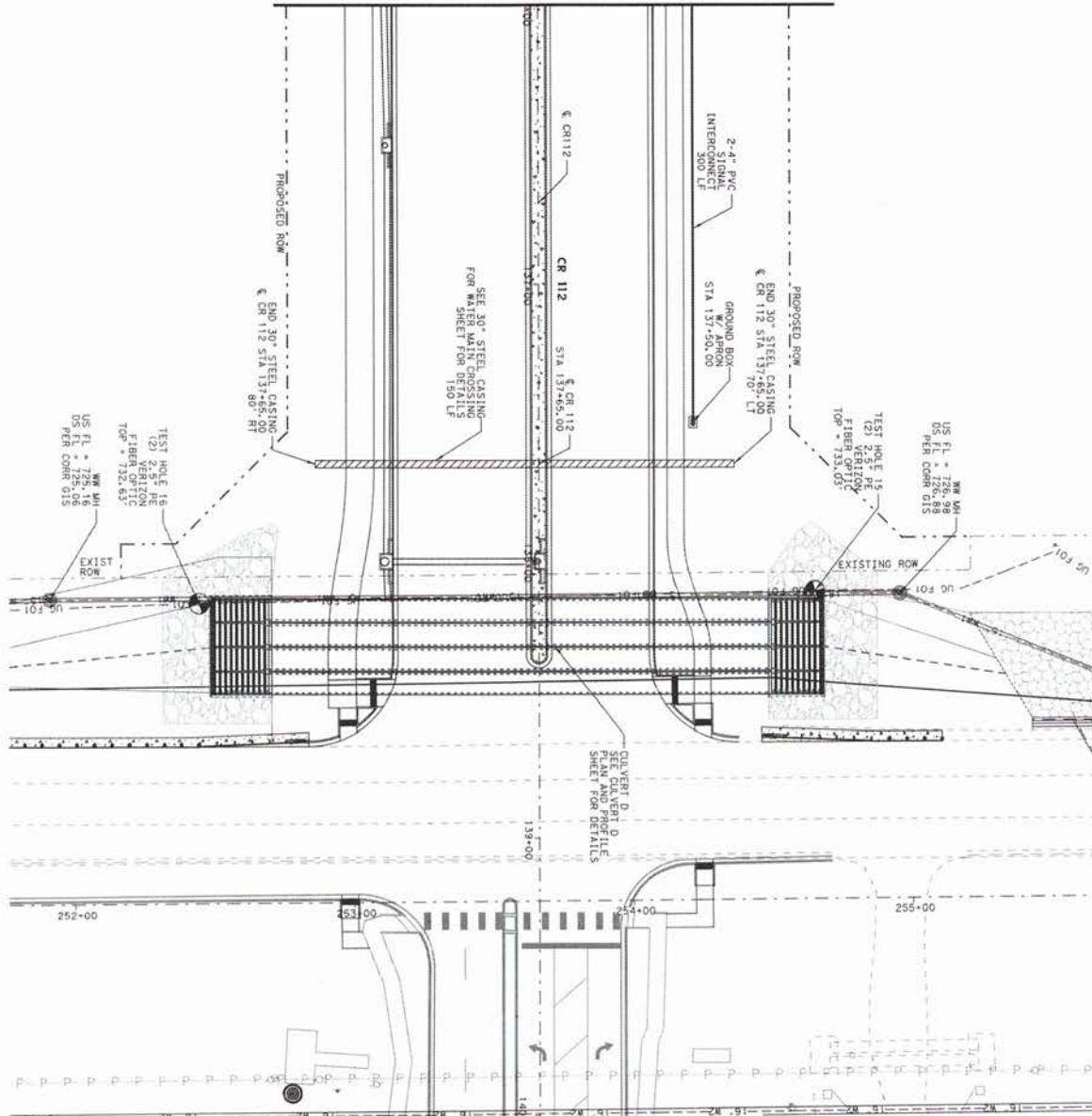
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THE CITY OF ROUND ROCK, TEXAS  
TRANSPORTATION DEPARTMENT

UTILITY PLAN  
CR 112  
STA 136+00 TO END)

FS

## MATCH LINE STA 136+00



### NOTES:

1. THE CONTRACTOR SHALL CONTACT THE UTILITY 'ONE-CALL' SYSTEM AT 1800-344-8337 FOR EXISTING UTILITY LOCATIONS AT LEAST 48-HOURS PRIOR TO ANY EXCAVATION. NOTE THAT CITY UTILITIES (WATER AND WASTEWATER) ARE NOT PART OF THE 'ONE-CALL' SYSTEM. CONTACT THE CITY FOR WATER AND WASTEWATER LOCATES.
2. CONTRACTOR TO BORER TO VERIFY EXISTING UTILITY DEPTHS AS NEEDED PRIOR TO CONSTRUCTION.
3. THE LOCATIONS OF PROPOSED CONDUIT AND GROUNDBOXES ARE DIAGRAMMATIC AND SO SHIFT, AS DIRECTED, TO ACCOMMODATE FIELD CONDITIONS.

### LEGEND

-P---P---P---P--- ONCOR OVERHEAD ELECTRIC  
 -XX- WI CITY OF ROUND ROCK WATER LINE  
 -XX- MM1 CITY OF ROUND ROCK WASTEWATER LINE  
 - - GAS-1 ATMOS GAS LINE  
 - - GAS-2 ENTERPRISE GAS LINE  
 - - UST F01 MCI COMMUNICATIONS  
 - - UST F02 AT&T FIBER OPTIC  
 - - - EXISTING ROW  
 - - - PROPOSED ROW  
 - - - PROPOSED STORM SEWER

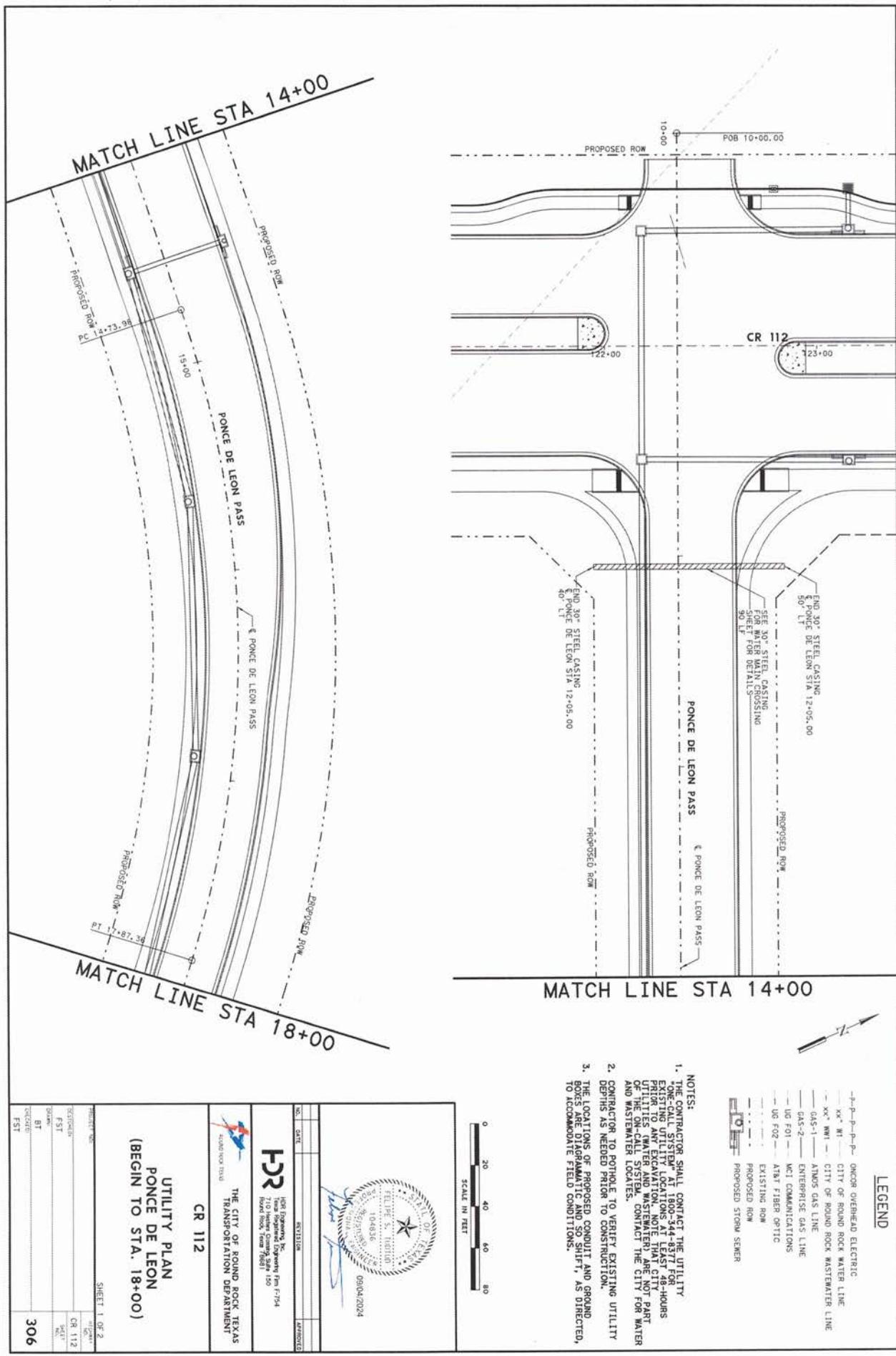
### UTILITY PLAN CR 112 (STA 136+00 TO END)

|                |                |
|----------------|----------------|
| PROJ. NO. 1000 | SHEET 10 OF 10 |
| SECTION        | CR 112         |
| SECTION        | 87             |
| SECTION        | 305            |

  
 THE CITY OF ROUND ROCK TEXAS  
 TRANSPORTATION DEPARTMENT  
 ADOPTED 2004

UST Engineers, Inc.  
 Texas Registered Engineers Firm #754  
 Round Rock, Texas 78664

09/04/2024







## EXHIBIT "C"

Parcel 4

### DEED County Road 112 Right of Way

THE STATE OF TEXAS §  
§  
COUNTY OF WILLIAMSON §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS 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 20.586-acre (896,713 Sq. Ft.) tract of land in the John L. Justice Survey, Abstract No. 356, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**) ("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. 056155 (90.45 acres) and R545897 (74.997 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 §  
§  
COUNTY OF WILLIAMSON §

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 §  
COUNTY OF WILLIAMSON §

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:**