

EXHIBIT

"A"

**AGREEMENT TO TERMINATE
ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This Agreement to Terminate Economic Development Agreement ("this Agreement") is entered into this _____ day of _____, 2023, by and between the CITY OF ROUND ROCK, TEXAS, ("City"), and CROW GROUP SERIES, LLC ("Crow"). The foregoing are referred to collectively as the "Parties."

WHEREAS, on the 26th day of July, 2018, the Parties entered into that one certain Economic Development Program Agreement (the "Development Agreement"); and

WHEREAS, the Parties now wish to terminate the Development Agreement; and

WHEREAS, the Parties agree that Crow will convey the property described in Sec. 2.01 for the consideration described in Sec. 2.02 below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties mutually agree as follows;

**ARTICLE I
TERMINATION OF DEVELOPMENT AGREEMENT**

1.01 The Parties agree that the Development Agreement is hereby terminated.

**ARTICLE II
CONVEYANCE OF PROPERTY**

2.01 Crow agrees to convey to the City the property described as follows:

Lot 5, Block A, CITY CENTRE BUSINESS PARK SECTION 3, an addition to Williamson County, Texas according to the Map or Plat recorded in Cabinet R, Slide 365, Map/Plat Records, Williamson County, Texas, also being the same as tract of land owned by The Crow Group Series LLC, as shown in Special Warranty Deed with Vendor's Lien recorded in Instrument No. 2018077021, Official Public Records, Williamson County, Texas.

2.02 In consideration of the conveyance described above, the City agrees to cancel and extinguish the note and debt described in the following Deed of Trust:

Deed of Trust dated August 14, 2018, filed August 28, 2018, recorded in Instrument No. 2018077022, Official Public Records of Williamson County, Texas, executed by Crow Group Series, LLC to Stephan L. Sheets, Trustee, securing the payment of one note in the sum of \$2,200,000.00, payable to City of Round Rock, Texas.

ARTICLE III
MUTUAL RELEASE

3.01 The Parties release and forever discharge the other party to the Development Agreement from all claims, demands, damages, actions, causes of action, or suits in equity, of any kind or nature, accruing before or after the date of this Agreement and whether known or unknown on this date, for or because of any matter or thing done, omitted or suffered to be done or omitted in any way directly or indirectly arising out of the Development Agreement.

CITY OF ROUND ROCK

By: _____
Craig Morgan, President

APPROVED AS TO FORM:

Stephanie L. Sandre, City Attorney

CROW GROUP SERIES, LLC

By: _____
_____ its _____