

EXHIBIT

A

Sheets, Childs, & Sandre, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

John@scrrlaw.com

April 9, 2026

Via e-mail: keeshamontoya@klmontoyalaw.com

Paul Cates Stable, LLC

c/o Keesha L. Montoya, Attorney at Law

1464 E. Whitestone Blvd., Suite 2402

Cedar Park, Texas 78613

SETTLEMENT AGREEMENT

Re: City of Round Rock, Texas; Gattis School Road Project – Segments 4 and 5;
Acquisition from Paul Cates Stable, LLC

Dear Ms. Montoya:

This letter will serve as a Settlement Agreement (“Agreement”) between the City of Round Rock, Texas (“City”) and Paul Cates Stable, LLC (hereinafter “Cates”), (collectively the “Parties”) as to the following:

1. This Settlement Agreement is for the resolution of the above-mentioned acquisition of real property from Cates and any associated claims.
2. This agreement is contingent on final approval by the City. In the event this Agreement is not approved by the City and executed by an authorized representative, this agreement is null and void and the Parties may continue as if there had never been an agreement.
3. The City agrees to pay the total compensation amount of \$134,557.00 for the City’s necessary 0.169 acre fee simple acquisition, described in Exhibit “A” attached hereto (the “Property”), any improvements situated thereon, and any damages or costs to cure the remaining property of Cates, if any (collectively the “Property”).
4. The Parties agree to settle this acquisition of the Property via a stipulated Special Commissioners’ Hearing in a condemnation proceeding filed by the City against Cates and any additional parties with monetary liens affecting the Property, after which the City will deposit the amount awarded by the commissioners into the registry of the Court. Cates agrees to waive the right to file objections to a stipulated award of \$134,557.00. If the commissioners award an amount other than the stipulated amount of \$134,557, then the Parties agree to timely file objections and enter a judgment for \$134,557.00, which amount will be deposited into the registry of the Court.

5. Cates shall be notified of the hearing date once set at the discretion of City, but agrees to waive the right to be formally served with Notice of Special Commissioners Hearing by City. Cates also waives any and all other prerequisites as required in Chapter 21 of the Texas Property Code for scheduling and setting up a Special Commissioners Hearing. Cates acknowledges that a final offer will not be received because the Parties have reached a negotiated agreement following the initial offer regarding the measure of fair market value to be paid the fee owner for acquisition of the Property.
6. The Parties agree that \$134,557.00 is the final and total compensation amount payable to Cates and any lienholders with interests affecting the Property and is inclusive of any pre-judgment interest. The City shall receive credit for any funds previously paid pursuant to any PUA in this case.
7. Post-judgment interest, if any, is tolled for a period of 60 days after the Court signs a judgment in this case. If the City fails to pay the remaining balance owed after credits from any PUA payments within the 60 days of the Court signing a judgment in this case, then Cates shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.
8. The City's sole compensation obligation shall be the total payment of \$134,557.00 for the Property. Any compensation claims made in this case by parties to this lawsuit shall be satisfied from this payment without further recourse to the City.
9. If any party outside of this Agreement contests compensation and/or this settlement at any proceeding after this Agreement is fully executed, the City may terminate this contract, and the Parties may proceed with this lawsuit as if there had never been an agreement.
10. This Agreement may be filed as a Rule 11 agreement in any condemnation suit filed to acquire the Property.
11. The Parties bear their own costs of court as incurred.

If this letter correctly sets forth the terms of our agreement and the settlement reached between the City and Cates, please indicate by having the appropriate person sign this letter in the space indicated below and return it to my attention.

Sincerely,

John L. Kelley
SBN: 24089109
John@scrrlaw.com
Sheets, Childs, & Sandre, PLLC
ATTORNEY FOR
CITY OF ROUND ROCK, TEXAS

[Cates signature page follows]

AGREED AND ACCEPTED:

PAUL CATES STABLE, LLC

By: 

Name: Paul Cates

Title: President

Date: 4-10-26



Keesha L. Montoya
Attorney at Law
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NYSB: 6169742
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Fax: (512) 986-7275
Cell: (737) 701-4382
Email: keeshamontoya@klmontoyalaw.com
ATTORNEY FOR CATES

[The City's signature page follows]

AGREED AND ACCEPTED:

CITY OF ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

Date: _____



1 Chisholm Trail, Suite 130
 Round Rock, TX 7681
 o. 512.80065 | f. 512.246.0359
 TBPLS 10194115
 stvinc.com

EXHIBIT "A"
Variable Width R.O.W. Acquisition

BEING A 0.169 ACRE TRACT OF LAND SITUATED IN THE P.A. HOLDER SURVEY, ABSTRACT NO. 297, IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 7.50 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO PAUL CATES STABLE, LLC, AS RECORDED IN DOCUMENT NO. 2004069084, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.). SAID 0.169 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2-inch iron rod with red cap (illegible) marking a southeast corner of said 7.50 acre tract said point also being at a corner of the existing north right-of-way (R.O.W.) line of Gattis School Road (R.O.W. width varies), for the **POINT OF BEGINNING** and the southeast corner of the herein described tract;

THENCE, S 88° 05' 35" W, with the common south line of said 7.50 acre tract and said existing north R.O.W. line of Gattis School Road, a distance of **228.34 feet** to a found 1/2-inch iron rod at the northeast intersection of said Gattis School Road and Round Rock Ranch Boulevard (R.O.W. width varies), for the southwest corner of the herein described tract;

THENCE, N 01° 53' 13" W, with the common west line of said 7.50 acre tract and the existing east R.O.W. line of said Round Rock Ranch Boulevard, a distance of **29.11 feet** to a found 1/2-inch iron rod, for the northwest corner of the herein described tract, said point being on the proposed R.O.W. line of Gattis School Road;

THENCE, N 86° 31' 25" E, over and across said 7.50 acre tract with said proposed Gattis School Road R.O.W., a distance of **228.35 feet**, to a set 5/8-inch iron rod with yellow plastic cap stamped "STV", on the common east line of said 7.50 acre tract and the west line of a called 7.52 acre tract, less a 0.638 acre tract for R.O.W., in a General Warranty Deed to Venu Kasam & Srinivas Veera Velli as recorded in Document No. 2021031636, O.P.R.W.C.T., same being a corner of said Gattis School Road, for the northeast corner of the herein described tract;

THENCE, S 02° 01' 26" E, with said 7.50 acre tract and the existing north R.O.W. line of Gattis School Road, a distance of **35.37 feet** to the **POINT OF BEGINNING** and containing 0.169 acre of land, more or less.

Basis of Bearings: Bearings are based on the Texas State Coordinate System (Central Zone, NAD83) which is based on the Trimble RTK Network.

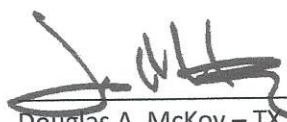

 2024.07.22
 Douglas A. McKoy – TX RPLS #5799



EXHIBIT "A"



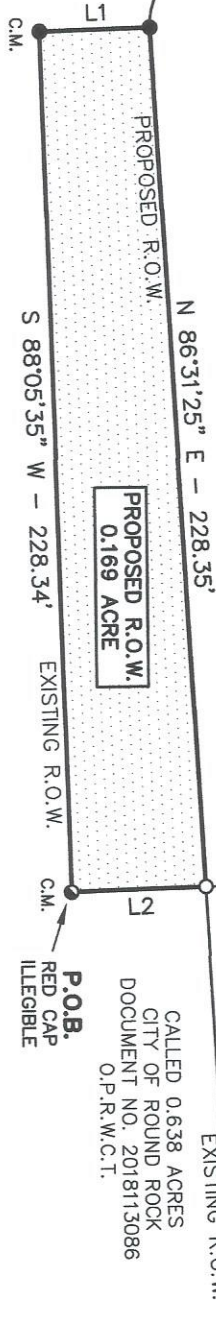
ROUND ROCK RANCH
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

P.A. HOLDER SURVEY
ABSTRACT NO. 297
WILLIAMSON COUNTY, TEXAS

CALLED 7.50 ACRES
PAUL CATES STABLE, LLC
DOCUMENT NO. 2004069084
O.P.R.W.C.T.

GATTIS SCHOOL ROAD
(R.O.W. WIDTH VARIES)



CALLLED 7.52 ACRES
(LESS 0.638 AC.)
VENU KASAM & SRINIVAS VEERA VELLI
DOCUMENT NO. 2021031636
O.P.R.W.C.T.

PROPOSED R.O.W.
0.169 ACRE

CALLLED 0.638 ACRES
CITY OF ROUND ROCK
DOCUMENT NO. 2018113086
O.P.R.W.C.T.

P.O.B.
RED CAP
ILLEGIBLE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 01°53'13" W	29.11'
L2	S 02°01'26" E	35.37'

GENERAL NOTES:

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THERE MAY BE ADDITIONAL EASEMENTS OR R.O.W. THAT AFFECT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON TRIMBLE'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

LEGEND

- △ = CALCULATED POINT
- = 5/8" IRON ROD WITH YELLOW CAP STAMPED "STV" SET
- = 1/2" IRON ROD WITH CAP "AS NOTED" FOUND
- = 1/2" IRON ROD FOUND
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING
- C.M. = CONTROLLING MONUMENT



PAGE 2 of 2



1 Chisholm Trail, Suite 130
Round Rock, Texas 78681 512.248.0065
TEXAS REGISTERED ENGINEERING FIRM F-1741
TBPLS 10194115

To the best of my knowledge, information, and belief, the plat hereon is a correct representation of the property as determined by a survey made on the ground June 15, 2024, the lines and dimensions of said property being as indicated by this plat. This survey substantially complies with the current Texas Society of Professional Surveyors standards and specifications.

Date: July 22, 2024

2024.07.22

DOUGLAS A. MCKOY, R.S. NO. 5799

WORK ORDER 2300560 DIGITAL FILE PROP ROW 0.169 AC.DWG Revision # X DRAWN BY DLM