

**EXHIBIT
B**

Sheets & Crossfield, PLLC

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John@scrllaw.com

October 28, 2025

Via e-mail: matt@bhlawgroup.com

Matthew A. Harriger

State Bar No. 24072765

matt@bhlawgroup.com

Brady & Hamilton, Womack McClish

805 E. 32nd Street, Suite 200

Austin, Texas 78705-2529

Phone: (512) 474-9875

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Attorneys for Condemnee

*Community Homeowners Association of
Lake Forest, Inc.*

RULE 11 SETTLEMENT AGREEMENT

Re: *City of Round Rock, Texas v. Community Homeowners Association of Lake Forest, Inc., A Texas Non-Profit Corporation*; Cause No. 21-0214-CC1; filed in the County Court at Law No. one of Williamson County, Texas; Gattis School Road, Segment 6 project; Parcel 12.

Dear Mr. Harriger:

This letter will serve as a Rule 11 Additional Compensation and Revocable License Agreement (“Agreement”) between the City of Round Rock, Texas (“Condemnor”) and Community Homeowners Association of Lake Forest, Inc. (hereinafter “Condemnee”), (collectively the “Parties”) as to the following:

1. **PURPOSE.** The Parties enter this Agreement to provide for additional compensation in the form of installation of underground conduit sleeves within Condemnor’s public right-of-way, to allow Condemnee to run private water irrigation lines and private electrical conduit lines through the Lake Forest Dr. public right-of-way underground for the purpose of sign illumination (pursuant to any sign permit) and sign landscaping irrigation (both subject to any applicable regulation).
2. **INSTALLATION OBLIGATION.**
 - a. **Condemnor’s Obligation.** As additional compensation, Condemnor shall, at its sole cost and expense, install two four-inch (4”) underground conduit sleeves (hereinafter referred to as “Sleeves”) within Condemnor’s public right-of-way at the intersection of Lake Forest Dr. and Gattis School Road, at the approximate locations as depicted in Exhibit “A” to this Agreement, provided such locations do not interfere with

Condemnor's facilities or operations. Condemnor will install the Sleeves in substantial compliance with the specifications and notations as shown in Exhibit "A."

- b. **Specifications.** The construction materials and installation of the Sleeves will be constructed by Condemnor in compliance with Condemnor's engineering requirements. The installation of the Sleeves will be accomplished at Condemnor's sole discretion in a manner suitable for Condemnee's intended use.
- c. **Completion.** The installation shall be completed within a reasonable timeframe, as determined by Condemnor, after Condemnor completes its primary construction activities within the public right-of-way.

3. REVOCABLE LICENSE TO USE SLEEVES

- a. **Grant of License.** Condemnor grants Condemnee a perpetual, non-exclusive, revocable license to use the area within the Sleeves ("License Area") for the limited purpose of running electrical lines and irrigation lines across the public right-of-way for Condemnee's benefit for sign illumination and associated sign landscaping irrigation. It is understood that this Agreement creates a license only and that Condemnee does not and shall not claim at any time any interest or estate of any kind in the public right-of-way by virtue of this license.
- b. **Ownership.** The Sleeves shall remain the property of Condemnor.
- c. **Limitations.** Condemnee shall not use the License Area within the Sleeves in any manner that interferes with Condemnor's facilities, violates applicable law, or imposes additional safety risks. It is further understood that Condemnee must comply with all other requirements of the Code of Ordinances of the City of Round Rock, Texas. It is further understood that Condemnor has no duty to maintain, operate, replace, or repair the License Area within the Sleeves, the Sleeves, or any improvements installed in the License Area, including the payment of any fees of any kind associated with Condemnee's use of said Sleeves. Condemnee shall keep the License Area in good condition and repair and in a clean, orderly, and attractive condition during the term of this Agreement.
- d. **Maintenance.** Condemnee shall be responsible for the maintenance, repairs, damage, and replacement of the Sleeves, License Area, and any improvements installed within the Sleeves, after they are constructed by Condemnor at Condemnee's sole expense. Condemnor shall not be responsible for such work. Any maintenance or repair(s) that require any modifications to Condemnor's facilities, shall be approved in writing by Condemnor prior to commencing the maintenance or repair(s).
- e. **License Area Use.** Upon request by Condemnor, Condemnee agrees to provide information, or drawings/plans, detailing the as-installed and/or as-built improvements within the License Area.
- f. **Revocation and Termination.** This license is terminable and revocable by either Party at will by the giving of actual notice to the other Party. Upon termination, any improvements within the License Area, at Condemnor's option exercised in writing, will become the property of Condemnor and it is agreed that Condemnor will not reimburse Condemnee for any costs expended for said improvements. Condemnee shall be

responsible for any costs to reinstall the Sleeves, if requested by Condemnee, for the purposes described herein, due to any future construction projects within Condemnor's right-of-way. The relocation of the Sleeves due to future right-of-way projects shall be subject to a new permitting/license review process to be initiated by Condemnee.

4. **LIABILITY AND INDEMNITY.** CONDEMNEE AGREES TO ASSUME ALL RISK OF INJURY, DAMAGE, OR LOSS AND SHALL REMAIN SOLELY RESPONSIBLE FOR ALL RISKS, DAMAGES, CLAIMS, LIABILITIES, LOSSES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ECONOMIC LOSS) ARISING OUT OF OR RELATED TO CONDEMNEE'S OCCUPANCY, USE, MAINTENANCE, REPAIR, AND REPLACEMENT OF THE LICENSE AREA AND SLEEVES AND/OR REMOVAL OR INSTALLATION OF IMPROVEMENTS WITHIN THE LICENSE AREA. CONDEMNEE, FOR ITSELF AND ITS HEIRS, SUCCESSORS, REPRESENTATIVES, TENANTS, INVITES, CONTRACTORS, LICENSEES, AND ASSIGNS, HEREBY RELEASES, DISCHARGES, DEFENDS INDEMNIFIES, AND HOLDS HARMLESS THE CONDEMNOR, TOGETHER WITH ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITIES, JUDGMENTS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) OF ANY KIND OR CHARACTER, WHETHER ASSERTED BY CONDEMNEE, CONDEMNEE'S INVITEES, TENANTS, CONTRACTORS, LICENSEES, OR ANY THIRD PARTY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH CONDEMNEE'S OCCUPANCY AND/OR ACTIVITIES REGARDING THE LICENSE AREA AND SLEEVES.
5. **ADDITIONAL COMPENSATION.** The Installation of the Sleeves and the grant of the License described herein are acknowledged by the Parties as full and adequate additional compensation to Condemnee, separate from the monetary compensation awarded in the condemnation proceeding.
6. **MISCELLANEOUS.**
 - a. This agreement is subject to and contingent on final approval by the Round Rock City Council, and signature by an authorized representative of the City of Round Rock, Texas.
 - b. **Binding Effect.** This Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties and their successors and assigns.
 - c. **No Waiver.** Except as expressly provided herein, nothing in this Agreement shall waive or alter the Parties' rights or obligations under a condemnation judgment in the above styled cause number.
 - d. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the matters described herein and may only be modified in writing signed by both Parties.
 - e. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all which together constitute one and the same instrument.

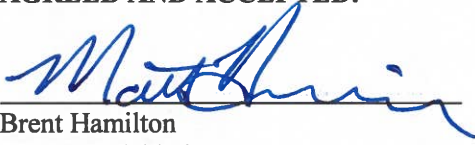
- f. **Venue.** This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any dispute under this Agreement shall lie exclusively in the courts of Williamson County, Texas.

If this letter correctly sets forth the terms of our agreement and the settlement reached between Condemnor and Condemnee, please indicate by having the appropriate person execute this letter in the space indicated below and return it to my attention for filing with the Clerk.

Sincerely,

John L. Kelley
SBN: 24089109
John@scrrlaw.com
Sheets & Crossfield, PLLC
Attorney for Condemnor
City of Round Rock, Texas

AGREED AND ACCEPTED:

A handwritten signature in blue ink, appearing to read "Brent Hamilton", is written over a horizontal line.

Brent Hamilton

SBN: 00796696

brent@bhlawgroup.com

Matthew A. Harriger

SBN: 24072765

matt@bhlawgroup.com

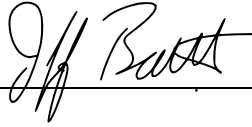
Brady & Hamilton, Womack McClish

Attorneys for Condemnee

*Community Homeowners Association of
Lake Forest, Inc.*

AGREED AND ACCEPTED:

COMMUNITY HOMEOWNERS ASSOCIATION OF
LAKE FOREST, INC



Print/title: Jeff Barnett, President

Date: 10/29/2025

AGREED AND ACCEPTED:

CITY OF ROUND ROCK, TEXAS

Print/title: _____

Date: _____

EXHIBIT “A”

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PART 1

COMMUNITY HOMEOWNERS
ASSOCIATION OF LAKE FOREST, INC.
LOT 3, BLOCK D
DOC. No. 2001091900
O.P.R.W.C.T.

