

EXHIBIT

“A”

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and among the City of Round Rock, Texas (the “City”), Frankie & Judy Limmer Family Limited Partnership, a Texas limited partnership (“Limmer”), and Ahmadiyya Movement In Islam, Inc., an Illinois corporation (“AMII”).

RECITALS

WHEREAS, Limmer is the current owner of 12.07 acres of land (the “Property”) through which Chandler Branch Tributary 3 flows, as shown on Exhibit “A,” attached hereto; and

WHEREAS, the City has determined that in order to protect the public health, safety, and welfare, it is necessary to construct drainage improvements to Chandler Branch Tributary 3, (the “Project”), as shown on Exhibit “A; and

WHEREAS, AMII has contracted to purchase the Property from Limmer; and

WHEREAS, all three Parties acknowledge that the construction of the Project is in their individual best interests; and

WHEREAS, the Parties acknowledge that the terms and conditions listed herein are not legally binding against any Party, but merely serve as a memorandum of the current understanding of the Parties;

NOW THEREFORE, the City, Limmer, and AMII agree to work cooperatively and in good faith to draft and approve future agreements and to develop the Project in the manner set forth herein.

**ARTICLE I
GENERAL SCOPE OF FACILITY**

- 1.01 The Project will consist of improving Chandler Branch Tributary 3 by widening the channel in certain parts to more efficiently convey flows and subsequently removing regulatory floodplain from the property beyond its banks.
- 1.02 It is anticipated that the construction of the Project will begin during the first calendar quarter of 2024 and to be completed during the first quarter of 2025. (These dates are subject to change.)

**ARTICLE II
CITY'S INTENTIONS**

2.01 City intends to construct the Project which is partially on the Property.

**ARTICLE III
LIMMER'S INTENTIONS**

3.01 In consideration of City constructing the Project, as set forth in Article II above, Limmer intends as follows:

- a. To contribute \$25,000.00 at the time of the real estate closing to the City towards the construction cost of the Project; provided, however, the contribution of funds by Limmer to the City shall be subject to an obligation of the City to refund the contribution back to Limmer in the event that the City has not awarded a contract for construction of the Project before November 1, 2025.
- b. To allow the City's contractor to export clean fill spoils to Rowe Valley Materials quarry on County Road 366 at no charge;
- c. If soil, caliche, or gravel is needed for the Project, and such material is available at the Rowe Valley Materials quarry on County Road 366, Limmer agrees to donate said material to the City in an amount not exceeding 500 tons, provided that the City will be responsible for all hauling and transportation costs; and
- d. To grant easements and other necessary property rights needed for the Project to the City at no charge, provided that Limmer owns the Property at the time the construction of the Project begins.

**ARTICLE IV
AMII'S INTENTIONS**

4.01 In consideration of the City constructing the Project as set forth in Article II above, AMII intends as follows:

- a. To contribute \$25,000.00 to the City towards the construction cost of the Project;
- b. The foregoing contribution will be paid either (i) at the commencement of the construction of the Project, or (ii) at the start of AMII's development permitting, whichever first occurs;
- c. During the construction, to allow construction spoils from the Project to be stored on the Property outside of the development site of a mosque;
- d. To allow the contractor to utilize well water on the Property for construction purposes and for temporary irrigation to re-establish ground cover on areas of construction disturbance; and
- e. To grant easements and other necessary property rights needed for the Project to the City at no charge.

**ARTICLE V
CITY'S USE OF WELL ON PROPERTY**

5.01 As stated in Sec. 4.01 d., AMII will allow the City to utilize the well on the Property for water for construction related purposes. The City will have the right to inspect the well and related pumps, motors, and other well equipment prior to utilizing said equipment. The City agrees to be responsible for reasonable repairs to and maintenance of the well equipment.

**ARTICLE VI
LEGAL EFFECT OF MOU**

6.01 This MOU is intended to provide an outline of the current understanding of the Parties hereto and is not intended to legally bind the Parties to the terms and conditions stated herein. The Parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

6.02 The City agrees that any contracts entered by the Parties pursuant to this MOU or any performance by Limmer or AMII pursuant to this MOU shall be a contract for the provision of goods and services to the City pursuant to Chapter 271, Subchapter I, Texas Local Government Code.

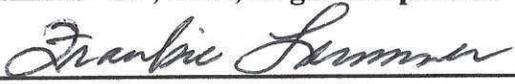
Executed and effective this _____ day of _____, 2023.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

**FRANKIE & JUDY LIMMER FAMILY
LIMITED PARTNERSHIP**

By: **Limmer GP, LLC, its general partner**

By: 
Frankie Limmer, its President

AHMADIYYA MOVEMENT IN ISLAM, INC.

By:  03-22-2023
Niaz Butt, its National Property Secretary

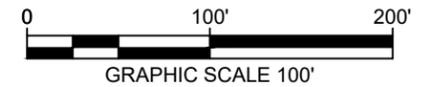
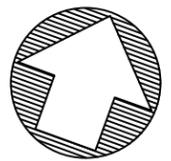
EXHIBIT "A"

PROPERTY DESCRIPTION

SCHEMATIC SKETCH PLAN

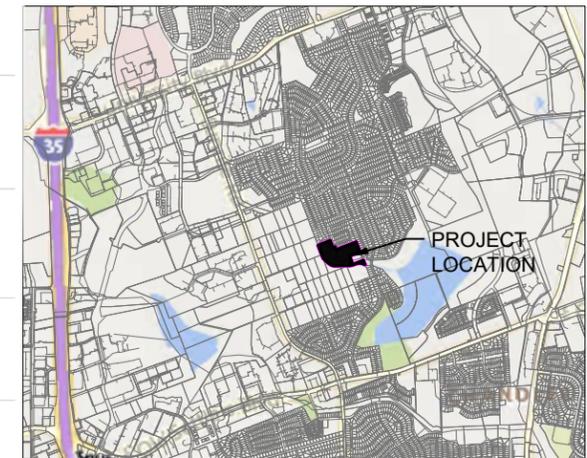
WCAD PROPERTY ID R511791
NEAR TERRA STREET & ZEUS CIRCLE
ROUND ROCK, TEXAS

EXHIBIT A



LEGEND

- PROPERTY LINE
- BUILDING SETBACK
- LANDSCAPE BUFFER
- EXISTING EASEMENT
- FEMA ZONE AE



AREA MAP
SCALE: 1" = 5000'

APPROXIMATE AREA OF
CONSTRUCTION AND
STAGING FOR THE CHANNEL
IMPROVEMENT PROJECT

11.63 AC LIMMER TRACT 1

0.43 AC LIMMER TRACT 2

APPROXIMATE
CENTERLINE
OF CHANDLER
BRANCH
TRIBUTARY 3

LIMMER, FRANKIE & JUDY
FAMILY LIMITED PARTNERSHIP
S4498 - ROUND ROCK GLENN,
LOT 7A-7A2/PTS, ACRES 0.43
WCAD PROPERTY ID: R472497

THE MOORE GROUP
Engr. Firm Reg. #249



ENGINEERING & PLANNING
1000 CUERNAVACA AUSTIN, TEXAS 78733
PH. (512) 442-0377
FAX (512) 442-7807