

EXHIBIT

"A"

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

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

Phone 512-255-8877 • fax 512-255-8986

John@scrllaw.com

August 23, 2024

Via e-mail: laurent@barronadler.com

Nicholas P. Laurent

808 Nueces Street,

Austin, Texas 78701

Attorney for Market Plaza, LLC

RULE 11 SETTLEMENT AGREEMENT

Re: *City of Round Rock, Texas v. Market Plaza, LLC, Dellrif Ice, Wells Fargo Bank, National Association, and Osvaldo Mercado and Rita Mercado*; Cause No. 20-0467-CC3; filed in the County Court at Law No. 3 of Williamson County, Texas; Gattis School Road, Segment 6; Parcel No. 26

Dear Mr. Laurent:

This letter will serve as a Rule 11 Settlement Agreement ("Agreement") between the City of Round Rock, Texas ("City") and Market Plaza, LLC ("Owner"), (collectively the "Parties") as to the following:

1. Subject to final approval by the Round Rock City Council, the Parties agree to settle this case and all issues, including the driveway slope concerns requiring two temporary construction easements, for the total amount of **\$415,000.00**.
2. The City agrees to pay the total compensation for the following:
 - a. \$414,000.00 in complete settlement of any and all claims which have been or which could have been made as a result of the events giving rise to the filing of the live petition in this case, including, but not limited to, the compensation for the City's acquisition described in Exhibit "A" ("Property"), attached hereto, any and all real property improvements located thereon, damages to the remainder, if any, costs to cure, if any, as well as any other claims related to this case;
 - b. \$1,000.00 for a temporary construction access and workspace easement interest in and across those two certain parcels or tracts of land totaling 6,939 square feet, as defined and depicted in Exhibit "B" (TCE-1 & TCE-2) attached hereto, for a duration of 30 days from the first entry upon the TCE property to carry out reconstruction of the driveways.

3. The Property will be acquired through condemnation via a stipulated Special Commissioners' Hearing, after which the City will deposit the amount awarded by the commissioners into the registry of the Court, less the amount previously paid pursuant to the PUA, document number 2020120543 filed in the real property records of Williamson County, Texas. The Parties agree to waive their right to file objections to a stipulated award of \$414,000.00; but if the commissioners award an amount other than the stipulated amount of \$414,000.00, then the Parties agree to timely file objections and enter an agreed judgment for \$414,000.00.
 - a. If a party outside of this Agreement contests value at the Special Commissioners' Hearing, or any other subsequent proceeding in the case, the Parties may terminate this contract, and the Parties may proceed with this lawsuit as if there had never been an agreement.
 - b. In the event this Agreement is not approved by the City Council and executed by an authorized representative of the City, this Agreement is null and void and the Parties may continue with the case as if there had never been an agreement.
 - c. The Parties agree \$414,000.00 is the final amount payable to all parties in this case for the Property and is inclusive of any pre-judgment interest. Post-judgment interest, if any, is tolled for a period of 90 days after the Court signs a judgment in this case. If the City fails to pay the \$414,000.00 amount within the 90 days of the Court signing the judgment in this case, then Owner shall be entitled to post-judgment interest at the statutory rate as of the date the judgment is signed by the Court, compounded annually, from the date the Court signs the judgment until payment is made.
 - d. The City's sole compensation obligation for the Property shall be the payment of \$414,000.00. Any compensation claims made in this case by parties to this lawsuit shall be satisfied from this payment without further recourse to the City.
4. TCE-1 and TCE-2 will be acquired via easement agreement ("Easement") in the form as shown in Exhibit "C" attached hereto and incorporated herein. Exhibit "C" shall be executed by Owner within 14 (fourteen) days of any judgment entered in the case referenced in the subject line above. Payment of the \$1,000.00 for TCE-1 and TCE-2 will be delivered to Owner within 60 (sixty) days of Easement execution by Owner.
5. This Agreement may be filed as a Rule 11 agreement.
6. The Parties bear their own cost of court as incurred.

If this letter correctly sets forth the terms of our agreement and the settlement reached between the City and Owner, please so indicate by having the appropriate persons

execute this letter in the space indicated below and return it to my attention for filing with the Clerk. If we need to make alternate arrangements for pickup or collection of the document just let us know that as well.

Very truly yours,

/s/ John Kelley

John L. Kelley
Sheets & Crossfield, PLLC
Attorneys for City of Round Rock

[signature page follows]

AGREED AND ACCEPTED:

Market Plaza, LLC

By: Oswaldo Mercado, Manager

Address: P.O. Box 4997
Lago Vista, TX 78645

Date: 8/27/2024

AGREED AND ACCEPTED:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

EXHIBIT A

County: Williamson
Parcel : 26
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 26

DESCRIPTION OF A 0.064 ACRE (2,784 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN H. RANDALL SURVEY, ABSTRACT NO. 531, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2A (1.629 ACRES), HIGHLAND ESTATES, SECTION IIA AMENDED PLAT OF LOTS 1 AND 2, A SUBDIVISION OF RECORD IN CABINET BB, SLIDES 353-354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO MARKET PLAZA, LLC RECORDED IN DOCUMENT NO. 2006050685 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.064 ACRE (2,784 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic cap stamped "Chaparral Boundary" found 331.97 feet left of proposed Gattis School Road Baseline Station 186+20.12, being the northeasterly corner of said Lot 2A, same being the northwesterly corner of Lot 2, Block A, Autrey Ranch, a subdivision of record recorded in Cabinet EE, Slide 88 of the Plat Records of Williamson County, Texas, also being in the southerly boundary of Lot 1, Block A of said Autrey Ranch subdivision;

THENCE, with the common boundary line of said Lot 2A and said Lot 2, S 02°33'32" E, for a distance of 268.43 feet a 1/2 inch iron rod with plastic cap stamped "Chaparral Boundary" found being a point of curvature to the right, continuing along said curve to the right having a delta angle of 17°59'45", a radius of 15.24 feet, an arc length of 4.79 feet and a chord which bears S 07°42'30" E, for a distance of 4.77 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10155081.09, E=3153715.52 TXSPC Zone 4203) set 58.91 feet left of proposed Gattis School Road Baseline Station 186+26.13 in the proposed northerly right-of-way (ROW) line of Gattis School Road (ROW width varies), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, continuing with said common boundary line, along said curve to the right having a delta angle of 71°20'42", a radius of 15.24 feet, an arc length of 18.98 feet and a chord which bears S 52°22'44" W, for a distance of 17.77 feet to a 1/2 inch iron rod with plastic cap stamped "Chaparral Boundary" found in the existing northerly ROW line of Gattis School Road (ROW width varies), being the southeasterly corner of said Lot 2A, same being the southwesterly corner of said Lot 2, for the southeasterly corner of the herein described tract;
- 2) **THENCE**, departing said Lot 2, with the common boundary line of said Lot 2A and said existing northerly ROW line of Gattis School Road, S 88°26'23" W, for a distance of 283.14 feet to the calculated southwesterly corner of said Lot 2A, same being the southeasterly corner of Lot 1A of said Amended Plat, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Stearns 4990" found, being the southwesterly corner of said Lot 1A, in said existing northerly ROW line of Gattis School Road bears S 88°26'23" W, at a distance of 198.79 feet;
- 3) **THENCE**, departing said existing northerly ROW line, with the common boundary line of said Lot 1A and said Lot 2A, N 02°15'05" W, for a distance of 14.96 feet to an iron rod with aluminum cap stamped "ROW 4933" set 61.12 feet left of proposed Gattis School Road Baseline Station 183+28.42 in said proposed northerly ROW line of Gattis School Road, for the northwesterly corner of the herein described tract, and from which a calculated point of curvature of a non-tangent curve to the left, being in the common boundary line of said Lot 1A and Lot 2A, bears N 02°15'05" W, at a distance of 31.11 feet;

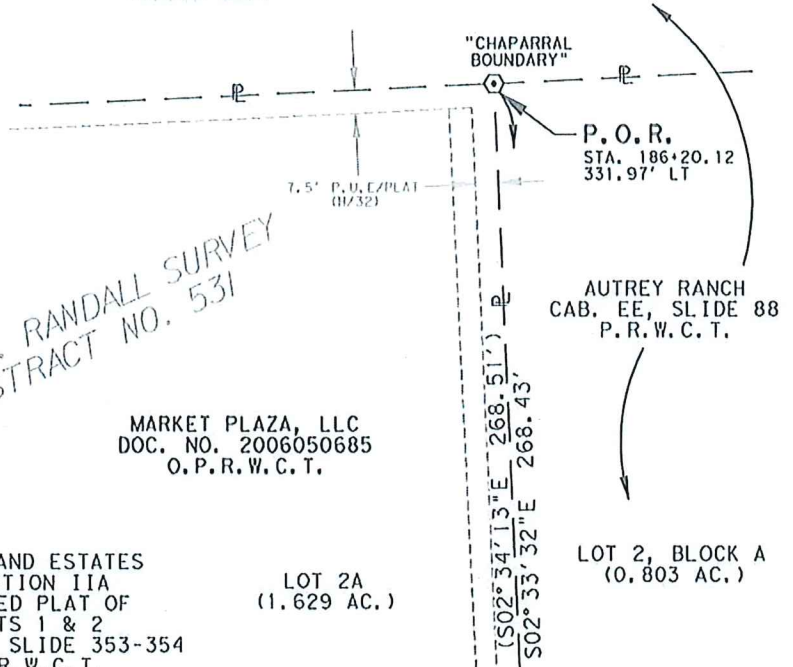
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/24/19
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	N02° 15' 05"W	14.96'
L2	N02° 15' 05"W	31.11'
(L3)	(N02° 34' 13"W)	(46.12')
L4	S88° 26' 23"W	198.79'
L5	N88° 27' 22"E	52.49'
L6	S02° 56' 25"E	8.77'

LOT 1, BLOCK A
(5.335 AC.)



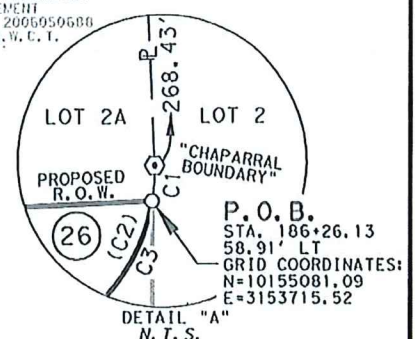
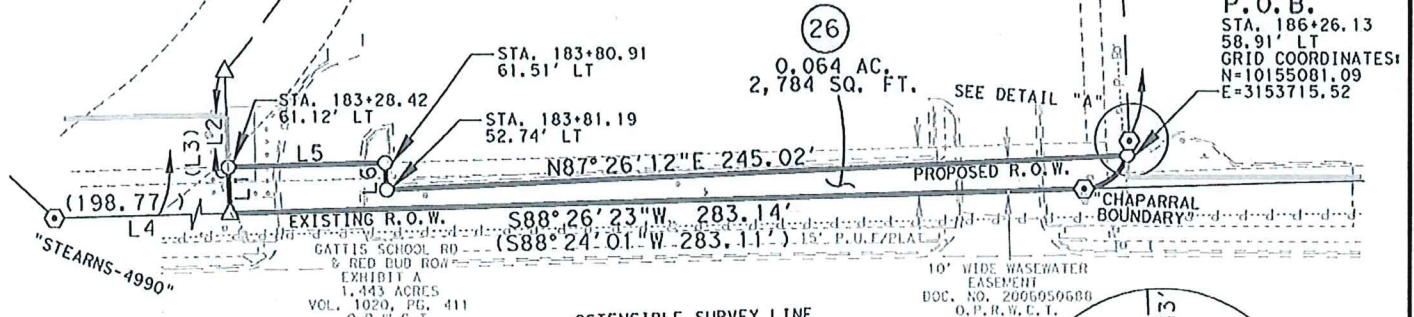
JOHN H. RANDALL SURVEY
ABSTRACT NO. 531

MARKET PLAZA, LLC
DOC. NO. 2006050685
O.P.R.W.C.T.

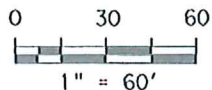
HIGHLAND ESTATES
SECTION IIA
AMENDED PLAT OF
LOTS 1 & 2
CAB. BB, SLIDE 353-354
P.R.W.C.T.

40' WIDE DRAINAGE &
STORM SEWER EASEMENT
HIGHLAND ESTATES,
SECT IIA
CABINET JJ,
SLIDES 32-33
& CABINET BB,
SLIDES 353-354
P.R.W.C.T.

P.O.B.
STA. 186+26.13
58.91' LT
GRID COORDINATES:
N=10155081.09
E=3153715.52



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	17° 59' 45"	15.24'	4.79'	4.77'	S07° 42' 30"E
(C2)	91° 09' 19"	(15.00')	(23.86')	(21.43')	(S42° 51' 18"W)
C3	71° 20' 42"	15.24'	18.98'	17.77'	S52° 22' 44"W



INLAND GEODETICS
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

PARCEL PLAT SHOWING PROPERTY OF

MARKET PLAZA, LLC

PARCEL 26

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
-------------------	-------------------------------	----------------------

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

* FENCE CORNER POST FOUND	℄ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	℞ PROPERTY LINE
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
⊕ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	↘ DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS 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.

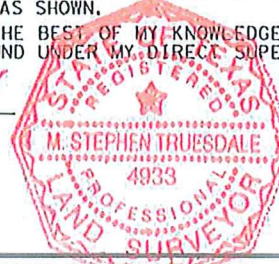
THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1827489-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 3, 2018, ISSUE DATE JULY 13 2018.

1. RESTRICTIVE COVENANTS: CABINET H, SLIDES 32-33 AND CABINET BB, SLIDES 353-354, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 199958216, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10B. DRAINAGE EASEMENT VARYING IN WIDTH ALONG THE WESTERLY PROPERTY LINE AS SHOWN ON THE PLAT RECORDED IN CABINET H, SLIDES 32-33, AND CABINET BB, SLIDES 353-354, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- C. 7.5 FOOT PUBLIC UTILITY EASEMENT ALONG THE EASTERLY LOT LINE AS SHOWN ON THE PLAT RECORDED IN CABINET H, SLIDES 32-33, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; AND SET OUT IN SCHEDULE A HEREOF, AFFECTS AS SHOWN.
- D. 7.5 FOOT PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY LOT LINE AS SHOWN ON THE PLAT RECORDED IN CABINET H, SLIDES 32-33, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; AND SET OUT IN SCHEDULE A HEREOF, DOES NOT AFFECT AS SHOWN.
- E. 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY AND THE EASTERLY LOT LINE AS SHOWN ON THE PLAT RECORDED IN CABINET BB, SLIDES 353-354, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; AND SET OUT IN SCHEDULE A HEREOF, AFFECTS AS SHOWN.
- F. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 581, PAGE 662, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- G. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 581, PAGE 639, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- H. ELECTRIC AND TELEPHONE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 611, PAGE 520, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 843, PAGE 541, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. ELECTRIC AND TELEPHONE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 848, PAGE 669, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 304, PAGE 568, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- L. ELECTRIC AND TELEPHONE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 1102, PAGE 41, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- M. ELECTRIC EASEMENT TO TEXAS UTILITIES ELECTRIC COMPANY RECORDED IN VOLUME 2621, PAGE 560, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. WASTEWATER EASEMENT TO K.A.F. II DEVELOPMENT L.P. RECORDED IN DOCUMENT NO. 2004009319, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- P. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 199958216, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- Q. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2006050688, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 5 July 2019

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 78681



	ACRES	SQUARE FEET
ACQUISITION	0.064	2,784
CALC/DEED AREA	1.629	70,959
REMAINDER AREA	1.565	68,175



PARCEL PLAT SHOWING PROPERTY OF
MARKET PLAZA, LLC

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
-------------------	-------------------------------	----------------------

PARCEL 26

EXHIBIT "B"

100%

PLTDRIVER: pdf_color_new.pltcf

FILE:0: YXC\Projects\City_RoundRock\3908-00_Gattis_School_Rd\03_CADD\Exhibits\TCE_Parcel_26\GSR_Strip_Mat_I_Dwg1-TCE.dgn

PENTABLE: \$PENTBL\$.s

USER: Gattis_School

DATE: 8/20/24 4:23:46 PM



TCE-1 MARKET PLAZA (PARCEL 26)

SF: 2,805 SQ FT

GATTIS SCHOOL ROAD

**MARKET PLAZA (26)
WEST DW
TEMP CONSTRUCTION
EASEMENT**

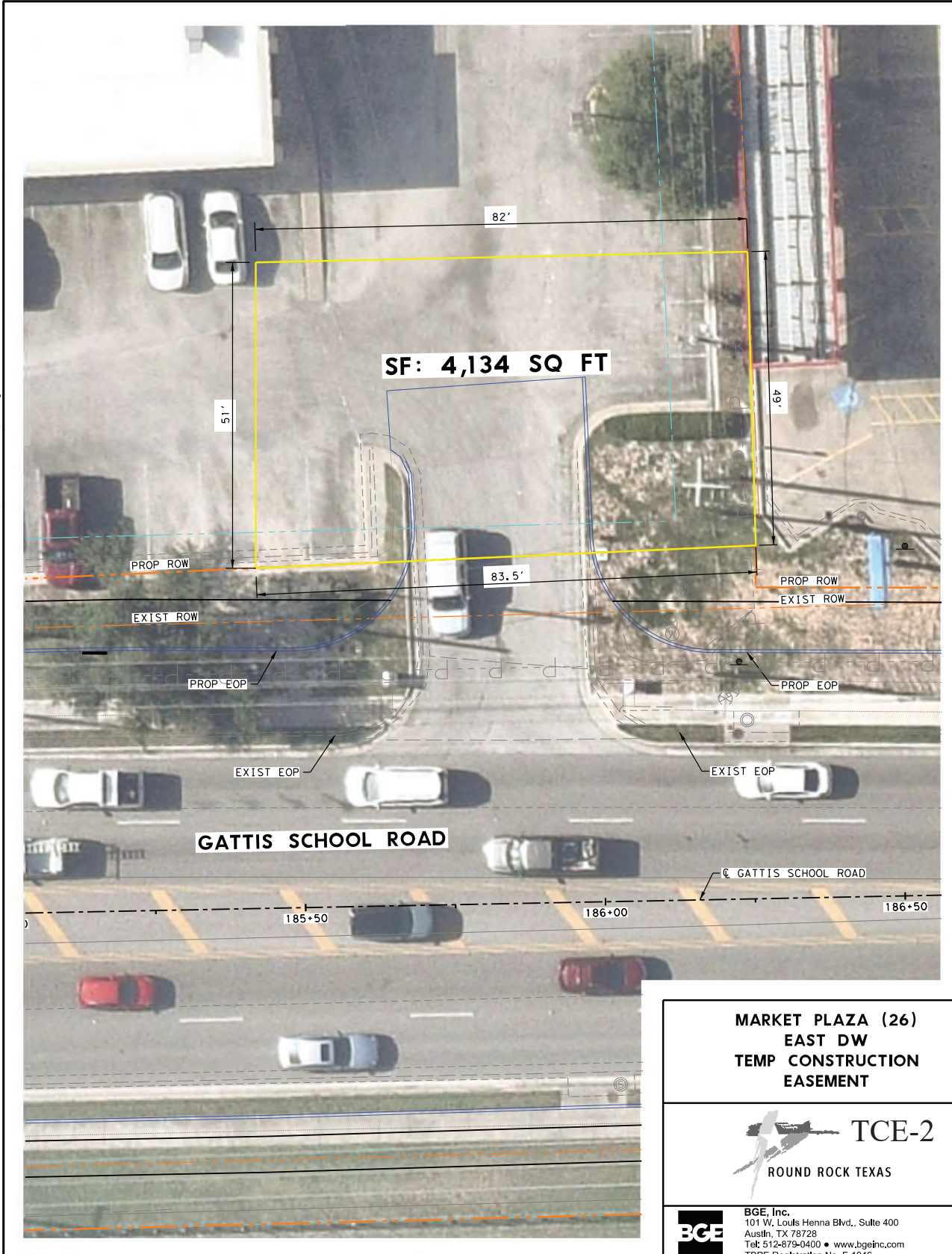


BGE
BGE, Inc.
101 W. Louisa Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

EXHIBIT "B"

100%

FILE: G:\Projects\City_RoundRock\3908-00_Gattis_School_Rd\03_CADD\Exhibits\TCE_Parcel_26\GSR_Strip_Mat1...Dwy2_TCE.dgn
DATE: 8/2/2024 4:22:23 PM
USER: Gattis_School
PLOT DRIVER: pdf_color_new.pltcfp
PENTABLE: \$PENTBL\$



**MARKET PLAZA (26)
EAST DW
TEMP CONSTRUCTION
EASEMENT**

TCE-2
ROUND ROCK TEXAS

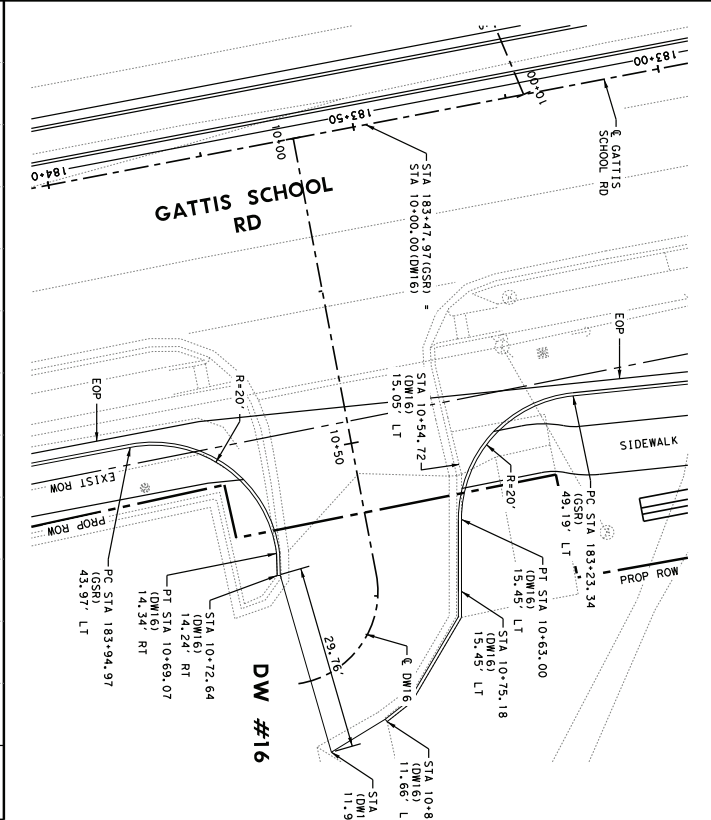
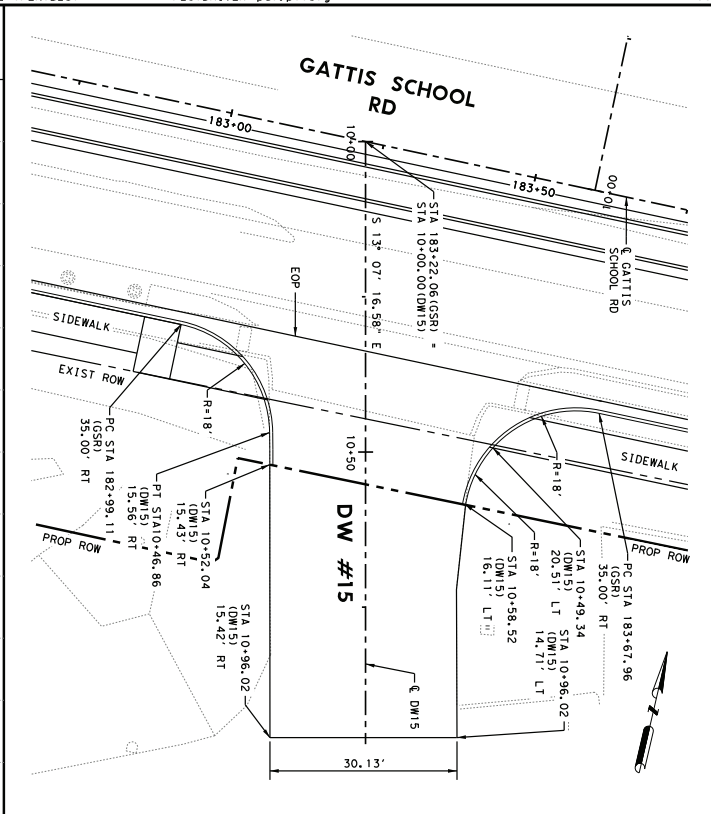
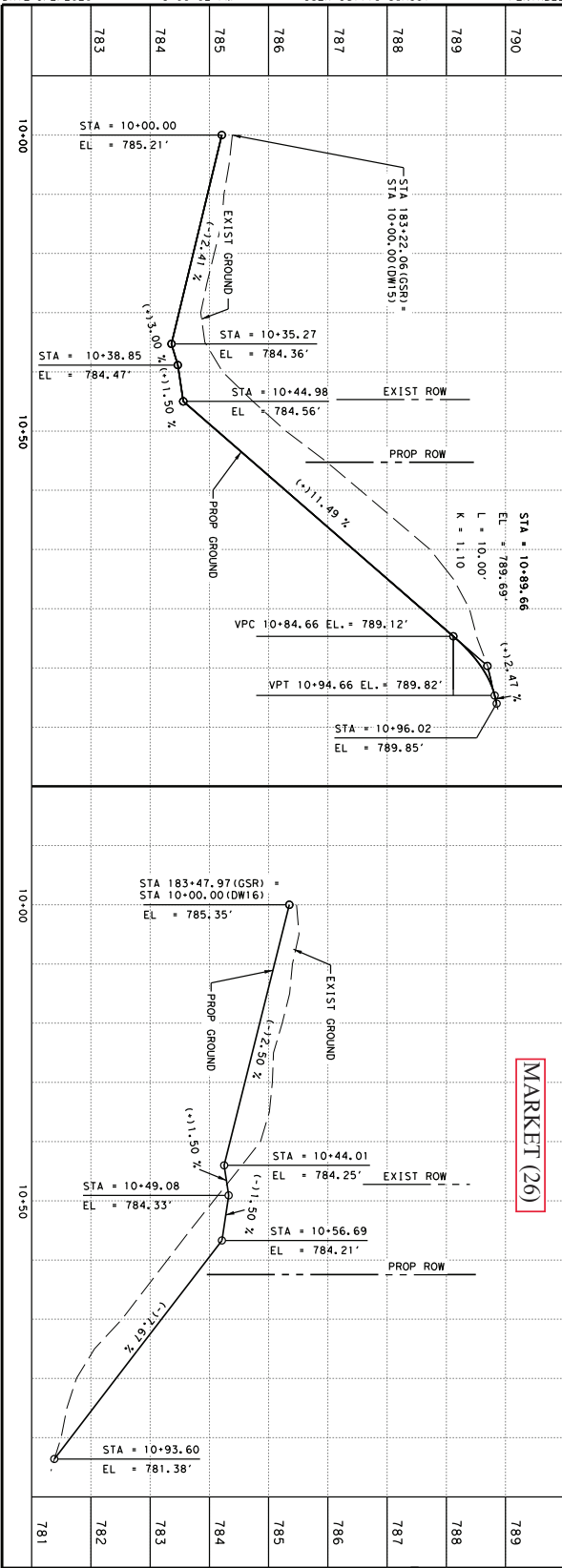
BGE
BGE, Inc.
101 W. Louisa Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

EXHIBIT "B" (PAGE 1 OF 2)

FILE:V:\01Projects\City_RoundRock\3908-00_Gattis School Rd\03_CADD\03-RDWY\GSR_DWY_08.dgn
 USER:Gattis School PENTABLE:#PENTBLS#

PLOTDRIVER: pdf.pltcfq

90%

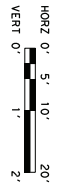


MARKET (26)

789	STA = 10-89.66 EL = 789.69' L = 10.00' K = 1:1.0
788	STA = 10-96.02 EL = 789.85'
787	STA = 10-44.98 EL = 784.56'
786	STA = 10-35.27 EL = 784.36'
785	STA = 10-00.00 EL = 785.21'
784	STA = 10-49.08 EL = 784.33'
783	STA = 10-93.60 EL = 781.38'
782	
781	

PRELIMINARY
 SUBMITTED FOR INTERIM REVIEW
 Under the authority of
 ERIN N. GONZALES, PE No. 102407
 DATE: 6/22/2020. IT IS NOT
 TO BE USED FOR CONSTRUCTION,
 BIDDING OR PERMIT PURPOSES.

NOTE:
 1. COORDINATION WITH PROPERTY
 OWNERS IS REQUIRED



BCG
 BCG Inc., 14140 Highway Blvd., Suite 400
 Austin, TX 78728
 Tel: 512-879-0400 • www.bcginc.com
 BCG is an Equal Opportunity Employer

**GATTIS SCHOOL ROAD
 DRIVEWAY
 PLAN & PROFILE**

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

SHEET 10 OF 16
142



NO.	DATE	REVISION	APPROVED

6/22/2020

EXHIBIT "C"

Parcel 26

TEMPORARY CONSTRUCTION EASEMENT Gattis School Road Segment 6 Improvements

KNOW ALL PERSONS BY THESE PRESENTS:

That **MARKET PLAZA, LLC, a Texas limited liability company** (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by the City of Round Rock, Texas, the receipt of which is hereby acknowledged, does hereby grant to the **CITY OF ROUND ROCK, TEXAS** its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary, non-exclusive construction easement (the "Easement") for the purpose of (1) constructing proposed Gattis School Road roadway, retaining wall and related facilities within the adjacent right of way owned or acquired by Grantee, and (2) constructing and/or reconstructing Grantor's existing driveway entrance and curbing from the proposed Gattis School Road improvements ("Project") to the remaining property of Grantor, and any associated grading and drainage therewith, in, along, upon and across the property described in Exhibits "A-B" ("the Property") as necessary to carry out the purposes of this Easement. The removal and/or construction of any improvements, driveway, curbs, parking lot, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "C" and incorporated herein.

The parties agree further as follows:

Following completion of work within the temporary construction easement Property area described in Exhibits "A-B", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, signage, lighting or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, accounting for the design elements as shown in the attached roadway plans.

This Easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above, provided, however, the temporary construction easement for area "TCE-1" on Exhibit "A" shall terminate and the easement rights and all Grantee's interest in the improvements constructed within the easement area, if any, shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns on the earliest of (a) the expiration of thirty (30) days after the beginning of the work upon that portion of the Property; (b) on the date of completion of construction of the Project; or (c) three (3) years from the full execution of this Temporary Construction Easement.

Further, the Easement for area "TCE-2" on Exhibit "B" shall terminate and the easement rights and all of Grantee's interest in the improvements constructed within the easement area, if any, shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns on the earliest of (a) the expiration of thirty (30) days after the beginning of the work upon that portion of the Property; (b) on the date of completion of construction of the Project; or (c) three (3) years from the full execution of this Temporary Construction Easement

Grantee shall (1) provide prior written notice to Grantor's authorized representative as designated in writing at least seven (7) business days prior to the beginning of work in the Property associated with this Easement, and shall confirm receipt of said notice; and (2) obtain, maintain, and provide to Grantor certificates of insurance evidencing general liability insurance in the minimum amounts required of contractors under the General Conditions of the City of Round Rock Construction Contract, naming Grantee as an additional insured. Grantor may change its authorized representative on prior written notice to Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor and its agents, tenants, employees, customers, visitors, contractors, licensees, and invitees from any claims, demands, losses, actions, liabilities, obligations, damages, costs or expenses, including, without limitation, reasonable attorney's fees arising out of the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment, and work on the Property.

At no time during the grant of this Easement shall Grantor be denied reasonable alternate driveway ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement to do so between Grantor and Grantee in advance. Grantor may use the Property for any purpose not inconsistent with the rights hereby granted provided such use does not materially interfere with Grantee's exercise of any of its rights hereunder.

At no time during the grant of this Easement shall Grantee, its agents or contractors be allowed to store machinery or materials within the easement area unattended or during periods where no active construction work is being performed in the right of way adjacent to the easement area.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this ____ day of _____, 2024.

GRANTOR:

MARKET PLAZA, LLC,
a Texas limited partnership

By: _____

Name: _____

Title: _____

Acknowledgment

State of Texas §

§

County of _____ §

This instrument was acknowledged before me on _____, 2024 by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

AGREED:

CITY OF ROUND ROCK, TEXAS

By: _____
Laurie Hadley, City Manager

Acknowledgment

State of Texas §

§

County of Williamson §

This instrument was acknowledged before me on _____, 2024 by City Manager Laurie Hadley, in the capacity and for the purposes and consideration recited herein.

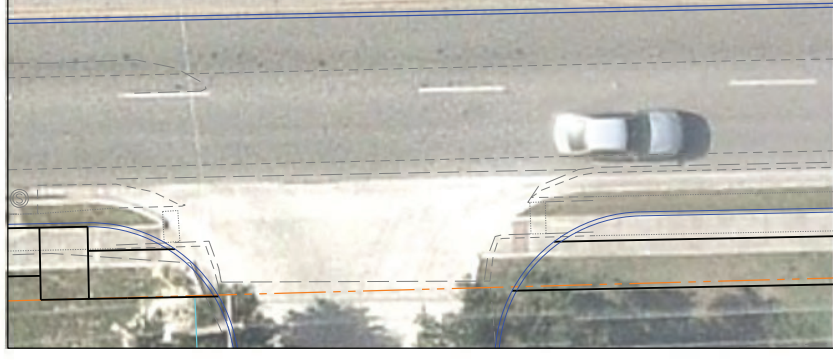
Notary Public, State of Texas

EXHIBIT "A"

100%

PLOTDRIVER: pdf_color_new.pltcf

FILE: G:\Projects\City_RoundRock\3908-00_Gattis_School_Rd\03_CADD\Exhibits\TCE Parcel 26\GSR_Strip_Mat_I_Dwg1-TCE.dgn
DATE: 8/2/2024 4:23:46 PM
USER: Gattis_School_PENTABLE: \$PENTBL\$



**MARKET PLAZA (26)
WEST DW
TEMP CONSTRUCTION
EASEMENT**



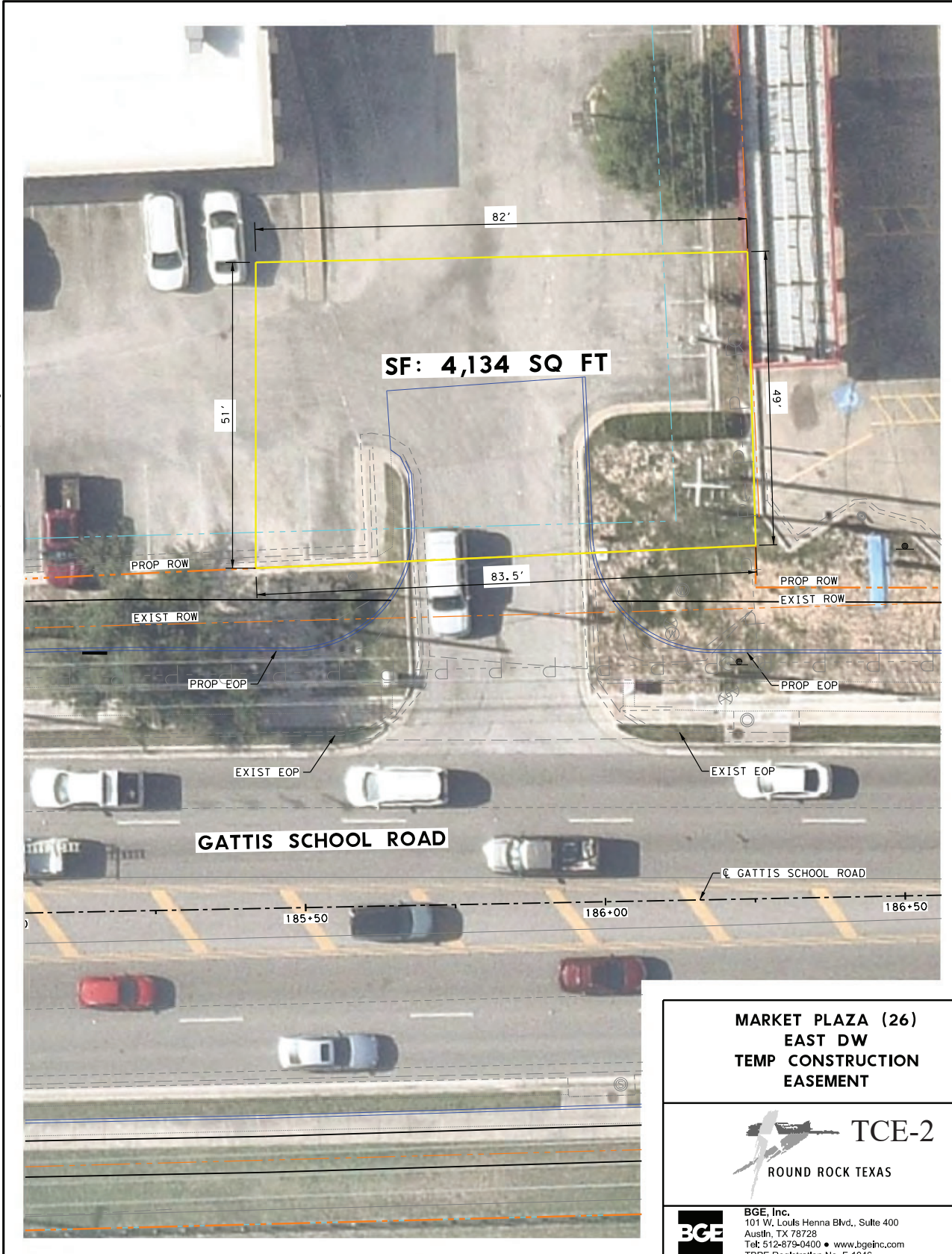
BGE
BGE, Inc.
101 W. Louisa Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

EXHIBIT "B"

100%

PLOTDRIVER: pdf_color_new.pltcf

FILE: G:\Projects\City_RoundRock\3908-00_Gattis_School_Rd\03_CADD\Exhibits\TCE_Parcel_26\GSR_Strip_Mat1_Dwy2_TCE.dgn
DATE: 8/20/2024 4:22:23 PM
USER: Gattis_School_PENTABLE: \$PENTBL\$



**MARKET PLAZA (26)
EAST DW
TEMP CONSTRUCTION
EASEMENT**



BGE BGE, Inc.
101 W. Louisa Henna Blvd., Suite 400
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

