

EXHIBIT

"A"

REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between MCDONALD'S CORPORATION, a Delaware corporation, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.041 acre (1,793 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27**); and

Public Utility Easement interest in and across all of that certain 0.048 acre (2,101 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 27PUE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of TWO HUNDRED EIGHTY-FIVE THOUSAND and 00/100 Dollars (\$285,000.00).

2.02. The Purchase Price for the public utility easement interest portion of the Property described in Exhibit "B" shall be the sum of FIFTEEN THOUSAND and 00/100 Dollars (\$15,000.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.04. By execution of this Contract, Seller consents and agrees that Purchaser shall be allowed to temporarily enter the remaining property of Seller for the sole purpose of removing any bisected improvement(s) acquired or damaged by the City of Round Rock or TxDOT.

2.05. Purchaser shall provide Seller with thirty (30) days written notice before its initial entry onto the property purchased in fee simple to perform construction activities, by providing a 30 day notice to vacate. Written notice to seller shall be provided to the following:

Chris Domengeaux
Texas Property Manager
South Texas Field Execution Team
McDonalds Corporation
3703 Cypress Creek Parkway, Ste. 300
Houston, TX 77068
Chris.domengeaux@us.mcd.com

2.06 Purchaser agrees to reconstruct access into the remainder property (and to tie-in the new driveway to existing internal drives on the remainder property) in the same relative location as the pre-taking access, with the access drive to be constructed to be of same quality, materials and specifications as the pre-taking access, including the same grade and drainage as existed before the taking, and further in substantial compliance with the plans, notes and specifications as shown in Exhibit "C" attached hereto. To the extent necessary, execution of this Contract shall provide Purchaser with permission for Right of Entry to complete the tie-in and access reconstruction. Purchaser agrees that access to the property via all driveways shall remain open at all times during construction, unless otherwise agreed to with Seller in advance.

2.07. Purchaser agrees that landowner may retain the directional drive-thru sign(s) located in the Property described in Exhibit "A" so long as said signs are removed prior to the expiration of the 30-day notice to be provided pursuant to Paragraph 2.05 herein.

2.08. Prior to initial entry upon the Public Utility Easement property to construct the proposed water line facility installation as set out in Exhibit "D" attached hereto, Purchaser shall provide Seller with a minimum of seven (7) days written notice of intent to perform such activities within the Easement area. Written notice shall be provided in the same manner as set out in Section 2.05 herein.

2.09. Purchaser agrees that it shall relocate existing water meters and back flow preventers in the property described in Exhibit "A" hereto, and reconnect same to the new water line to be installed by Purchaser such that water supply to the existing McDonalds restaurant shall be continuously maintained throughout Purchaser's project.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before May 31, 2018, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Public Utility Easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, including specifically a partial release of the existing tenant lease for the Property described in Exhibit "A", except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to the State of Texas shall be in the form as shown in Exhibit "E" attached hereto. The Public Utility Easement to the City of Round Rock shall be in the form as shown in Exhibit "F" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property, subject to Paragraph 2.05 herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

MCDONALD'S CORPORATION,
a Delaware corporation

By: _____

Address: _____

Its: _____

Date: _____

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Address: 221 East Main St.
Round Rock, Texas 78664

Its: _____

Date: _____

EXHIBIT A

County: Williamson
Highway: R. M. 620
Limits: Deepwood Dr. to IH 35
CSJ: 0683-01-092

PROPERTY DESCRIPTION FOR
PARCEL 27

DESCRIPTION OF A 0.041 ACRE (1,793 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, OF THE MCDONALD'S ADDITION SUBDIVISION RECORDED IN CABINET X, SLIDES 51-52 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO MCDONALD'S CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1759, PAGE 64 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.041 ACRE (1,793 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a ½" iron rod found, 267.50 feet right of proposed Ranch to Market (R.M.) 620 baseline station 505+97.13, being the easterly boundary line of Lot 3 of the Final Plat of Market At Round Rock recorded in Cabinet H, Slides 187-188 of the Plat Records of Williamson County, Texas and conveyed to Regency Centers, LP by instrument recorded in Document No. 9920260 of the Official Records of Williamson County, Texas, same being the northwesterly corner of Lot 2 of said (Market at Round Rock subdivision), same being the southwesterly corner of said Lot 1 (McDonald's Addition subdivision);

THENCE with the common boundary line of said Lot 3 (Market At Round Rock subdivision) and said Lot 1 (McDonald's Addition subdivision), N 05°02'12" E for a distance of 205.95 feet to a ½" iron rod with TxDOT aluminum cap set, 68.00 feet right of proposed R.M. 620 baseline station 505+49.55, being the curving proposed southerly right-of-way (ROW) line of R.M. 620 (ROW width varies), for the most southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE** departing said proposed southerly ROW line, continuing with said common boundary line, N 05°02'12" E for a distance of 14.27 feet to a ½" iron rod found, for a point of curvature in the existing southerly right-of-way ROW line of R.M. 620 (80' ROW width), being the most northeasterly corner of said Lot 3 (Market At Round Rock subdivision), same being the most northwesterly corner of said Lot 1 (McDonald's Addition subdivision), for the most northwesterly corner of the herein described parcel;
- 2) **THENCE** with said existing southerly ROW line of R.M. 620, same being the northerly boundary line of said Lot 1 (McDonald's Addition subdivision), along said curve to the left, having a delta angle of 02°44'48", a radius of 1,949.86 feet, an arc length of 93.47 feet, and a chord which bears S 73°39'34" E for a distance of 93.47 feet to a calculated point of intersection of said southerly existing ROW of RM 620 and the westerly ROW line of the south bound frontage road of IH 35 (ROW width varies), being the most northeasterly corner of said Lot 1 (McDonald's Addition subdivision), and from which a broken TxDOT Type I concrete monument found bears N 75°29'57" W at a distance of 1.70 feet;

- 3) **THENCE** departing the existing southerly ROW line of R.M. 620, with said existing IH 35 ROW line, same being the easterly boundary line of said Lot 1 ((McDonald's Addition subdivision), **S 46°21'11" E** for a distance of **40.69** feet to a ½" iron rod with TxDOT aluminum cap set, (to be replaced with TxDOT Type II monument), 68.00 feet, right of proposed R.M. 620 baseline station 506+72.68, in the curving proposed southerly ROW line of said R.M. 620, for the most southeasterly corner of the herein described parcel;
- 4) **THENCE** with said proposed southerly ROW line, through the interior of said Lot 1, along a curve to the right, having a delta angle of **03°11'32"**, a radius of **2,278.00** feet, an arc length of **126.92** feet, and a chord which bears **N 71°33'01" W** for a distance of **126.90** feet to the **POINT OF BEGINNING**, containing 0.041 acres (1,793 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

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, TX 78681

10 MAR 2014

Date



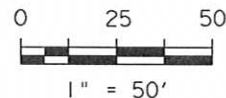
PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15
PAGE 3 OF 4

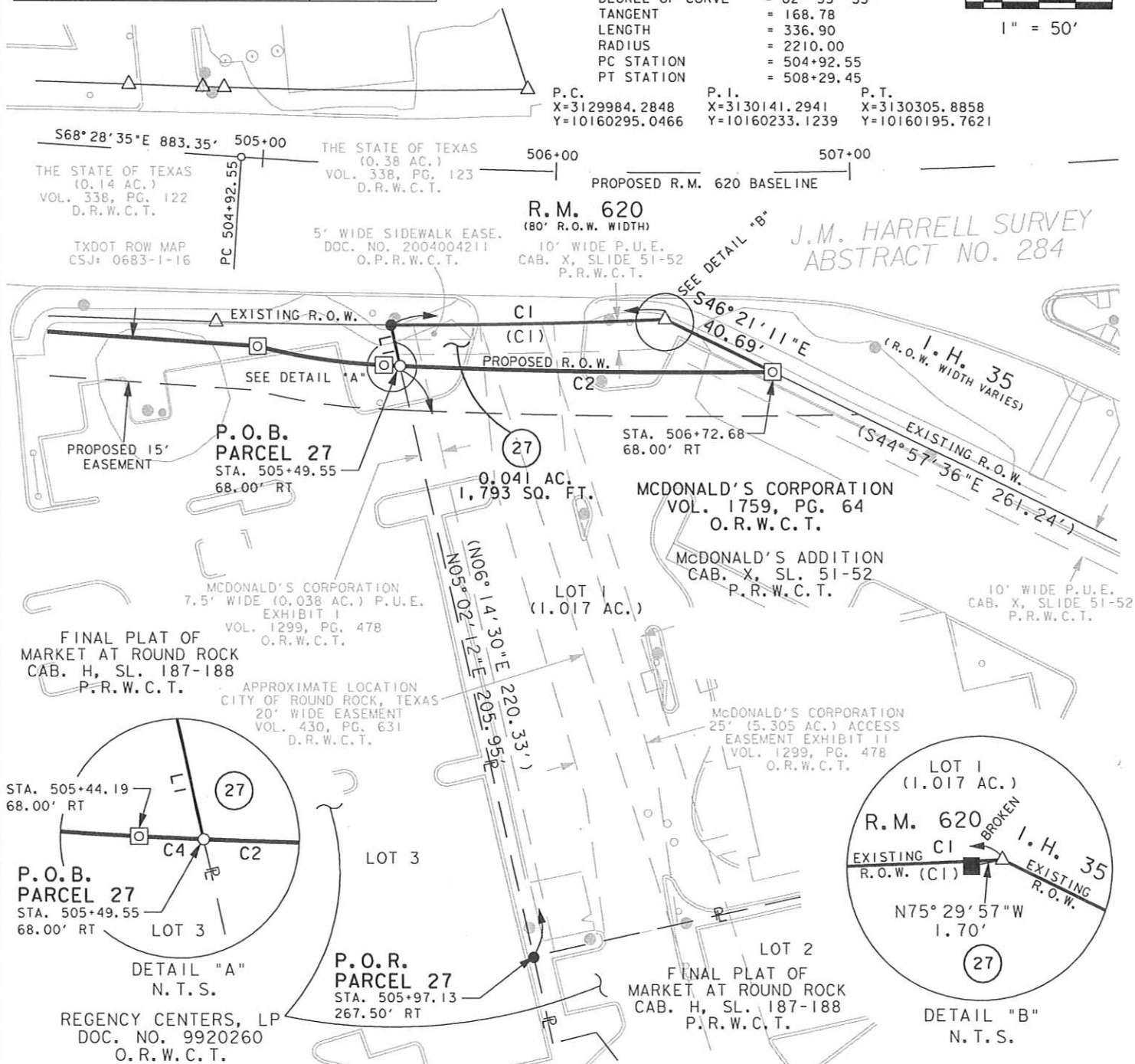
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 44' 48"	1949.86'	93.47'	93.47'	S73° 39' 34"E
(C1)	(02° 42' 31")	(1949.86')	(92.18')	(92.17')	(S72° 21' 23"E)
C2	03° 11' 32"	2278.00'	126.92'	126.90'	N71° 33' 01"W
C4	00° 08' 21"	2278.00'	5.53'	5.53'	N69° 53' 05"W

NUMBER	DIRECTION	DISTANCE
L1	N05° 02' 12"E	14.27'

PROPOSED R.M. 620 BASELINE
 P.I. STATION = 506+61.32
 DELTA = 08° 44' 04" (LT)
 DEGREE OF CURVE = 02° 35' 33"
 TANGENT = 168.78
 LENGTH = 336.90
 RADIUS = 2210.00
 PC STATION = 504+92.55
 PT STATION = 508+29.45



P.C. X=3129984.2848 Y=10160295.0466
 P.I. X=3130141.2941 Y=10160233.1239
 P.T. X=3130305.8858 Y=10160195.7621



INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF
MCDONALD'S CORPORATION



SCALE
 1" = 50'

CSJ #
 0683-01-092

PROJECT
 RM 620

COUNTY
 WILLIAMSON

PARCEL 27

PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
⊠	TXDOT TYPE II CONCRETE MONUMENT FOUND	—/—	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
℄	CENTER LINE	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 using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1037, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 23, 2014, ISSUE DATE JANUARY 31, 2014.

- 10E. A SEWER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT FILED UNDER VOLUME 430, PAGE 631, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- F. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 925, PAGE 839 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN RECIPROCAL DRIVEWAY EASEMENTS, PARKING EASEMENT AND MAINTENANCE AGREEMENT, RATIFICATION OF ACCESS EASEMENT RECORDED IN VOLUME 1546, PAGE 321, AND IN VOLUME 1546, PAGE 337 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- H. UTILITY AND ACCESS EASEMENTS AS SET FORTH UNDER MEMORANDUM OF LEASE RECORDED IN VOLUME 899, PAGE 583, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AS AFFECTED BY LEASE MODIFICATION AGREEMENT RECORDED IN VOLUME 1299, PAGE 478, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- I. A SIDEWALK EASEMENT GRANTED TO CITY OF ROUND ROCK IN INSTRUMENT FILED IN DOCUMENT NO. 2004004211 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 DIRECTION AND SUPERVISION.

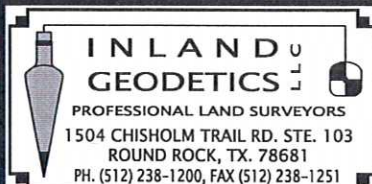


M. Stephen Truesdale 10 MAR 2014

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, TX 78681

DATE:

	ACRES	SQUARE FEET
ACQUISITION	0.041	1,793
CALC/DEED AREA	1.017	44,303
REMAINDER AREA	0.976	42,510



PARCEL PLAT SHOWING PROPERTY OF
MCDONALD'S CORPORATION



Texas Department of Transportation

SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
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PARCEL 27

EXHIBIT B

County: Williamson
Parcel : 27-E
Highway: R. M. 620

PROPERTY DESCRIPTION FOR PARCEL 27-E

DESCRIPTION OF A 0.048 ACRE (2,101 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, OF THE MCDONALD'S ADDITION SUBDIVISION RECORDED IN CABINET X, SLIDES 51-52 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO MCDONALD'S CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1759, PAGE 64 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.048 ACRE (2,101 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod with TxDOT aluminum cap set, 68.00 feet, right of proposed R.M. 620 baseline station 505+49.55, being the easterly boundary line of Lot 3 of the Final Plat of Market At Round Rock recorded in Cabinet H, Slides 187-188 of the Plat Records of Williamson County, Texas, same being the westerly boundary line of said Lot 1, for the northwesterly corner of the herein described tract and from which a ½" iron rod found being the northeasterly corner of said Lot 3, also being the northwesterly corner of said Lot 1 bears N 05°02'12" E at a distance of 14.27 feet;

- 1) **THENCE**, departing said common boundary line, with said proposed southerly ROW line, through the interior of said Lot 1, along a curve to the left, having a delta angle of **03°11'32"**, a radius of **2,278.00** feet, an arc length of **126.92** feet, and a chord which bears **S 71°33'01" E** for a distance of **126.90** feet to a ½" iron rod with TxDOT aluminum cap set (to be replaced by TxDOT Type II monument), 68.00 feet right of proposed R.M. 620 baseline station 506+72.68, being the westerly ROW line of the south bound frontage road of IH 35 (ROW width varies), being the northeasterly corner of the herein described tract;
- 2) **THENCE**, departing said proposed southerly ROW line, with the existing southbound frontage road of IH 35, same being the easterly boundary line of said Lot 1, **S 46°21'11" E** for a distance of **32.86** feet to a calculated point of curvature to the right, for the most southeasterly corner of the herein described tract;
- 3) **THENCE**, along said curve to the right, having a delta angle of **03°49'29"**, a radius of **2,293.00** feet, an arc length of **153.06** feet, and a chord which bears **N 71°58'01" W** for a distance of **153.04** feet to a calculated point, being the common boundary line of said Lot 3 and said Lot 1 and from which a ½" iron rod found for the northwesterly corner of said Lot 2 (Market at Round Rock subdivision), same being the southwesterly corner of Lot 1 (McDonald's Addition subdivision), same being in the easterly boundary line of said Lot 3 bears S 05°02'12" W at a distance of 190.43 feet;

- 4) **THENCE**, with the common boundary line of said Lot 3 and said Lot 1, **N 05°02'12" E** for a distance of **15.53** feet to the **POINT OF BEGINNING**, containing 0.048 acres (2,101 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 20 MAY 2014
M. Stephen Truesdale Date
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, TX 78681

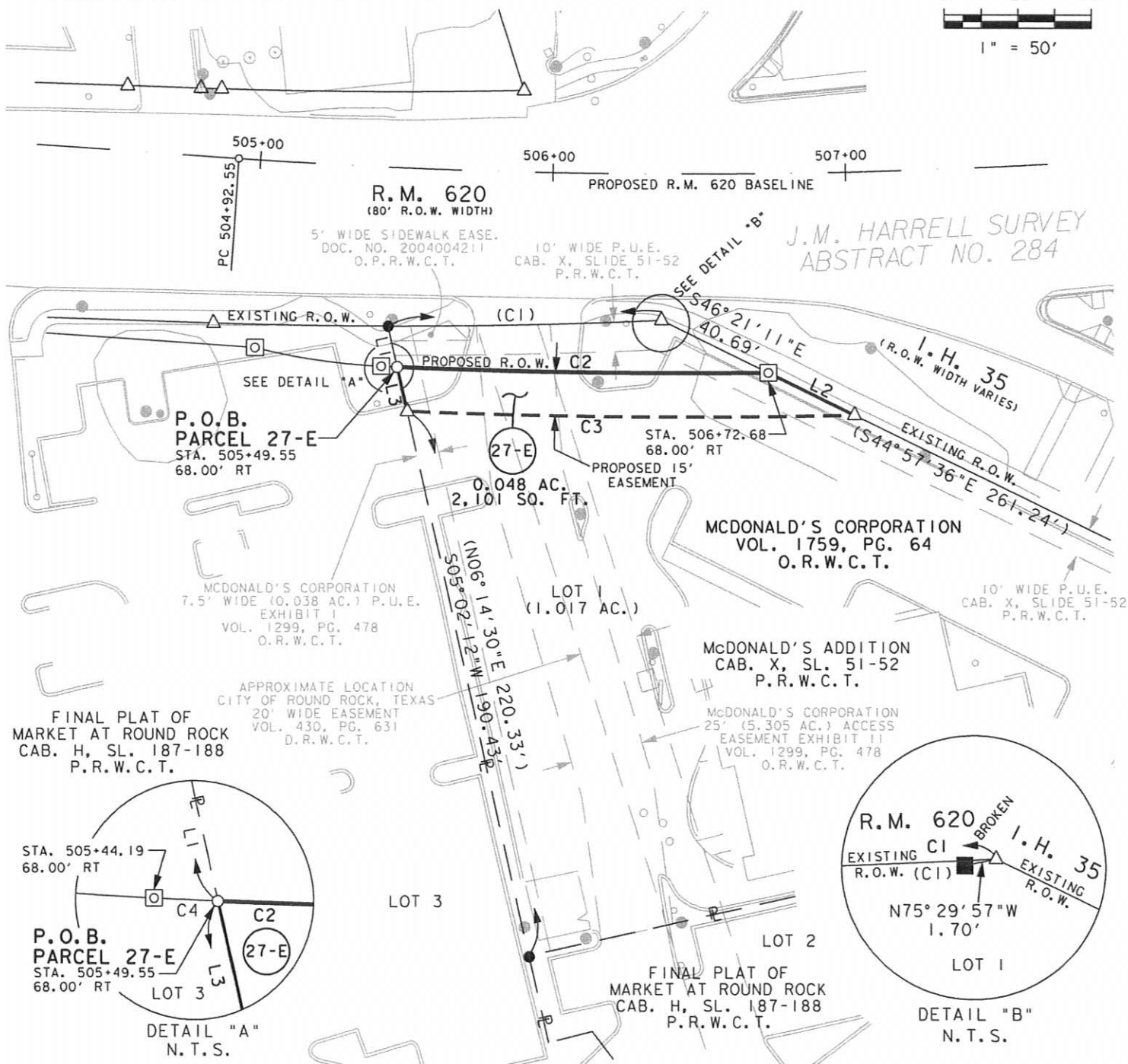


PLAT TO ACCOMPANY PARCEL DESCRIPTION


04/01/14
PAGE 3 OF 4

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
(C1)	(02° 42' 31")	(1949.86')	(92.18')	(92.17')	(S72° 21' 23"E)
C2	03° 11' 32"	2278.00'	126.92'	126.90'	S71° 33' 01"E
C3	03° 49' 29"	2293.00'	153.06'	153.04'	N71° 58' 01"W

NUMBER	DIRECTION	DISTANCE
L1	N05° 02' 12"E	14.27'
L2	S46° 21' 11"E	32.86'
L3	N05° 02' 12"E	15.53'



PARCEL PLAT SHOWING PROPERTY OF
MCDONALD'S CORPORATION

 Texas Department of Transportation
© 2003

PARCEL 27-E

SCALE 1" = 50'	CSJ #	PROJECT RM 620	COUNTY WILLIAMSON
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PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/01/14
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	()	RECORD INFORMATION
▣	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊛	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
X	X CUT FOUND	N.T.S.	NOT TO SCALE
▲	60/D NAIL FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	CENTER LINE	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 using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1037, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 23, 2014, ISSUE DATE JANUARY 31, 2014.

- 10E. A SEWER LINE EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT FILED UNDER VOLUME 430, PAGE 631, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- F. AN EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT FILED UNDER VOLUME 925, PAGE 839 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- G. TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN RECIPROCAL DRIVEWAY EASEMENTS, PARKING EASEMENT AND MAINTENANCE AGREEMENT, RATIFICATION OF ACCESS EASEMENT RECORDED IN VOLUME 1546, PAGE 321, AND IN VOLUME 1546, PAGE 337 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- H. UTILITY AND ACCESS EASEMENTS AS SET FORTH UNDER MEMORANDUM OF LEASE RECORDED IN VOLUME 899, PAGE 583, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AS AFFECTED BY LEASE MODIFICATION AGREEMENT RECORDED IN VOLUME 1299, PAGE 478, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- I. A SIDEWALK EASEMENT GRANTED TO CITY OF ROUND ROCK IN INSTRUMENT FILED IN DOCUMENT NO. 2004004211 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 DIRECTION AND SUPERVISION.

M. Stephen Truesdale 20 MAY 2014

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LP
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

DATE:



PARCEL PLAT SHOWING PROPERTY OF
MCDONALD'S CORPORATION

Texas Department of Transportation
© 2003



SCALE
1" = 50'

CSJ #

PROJECT
RM 620

COUNTY
WILLIAMSON

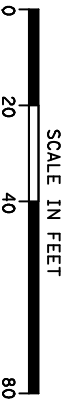
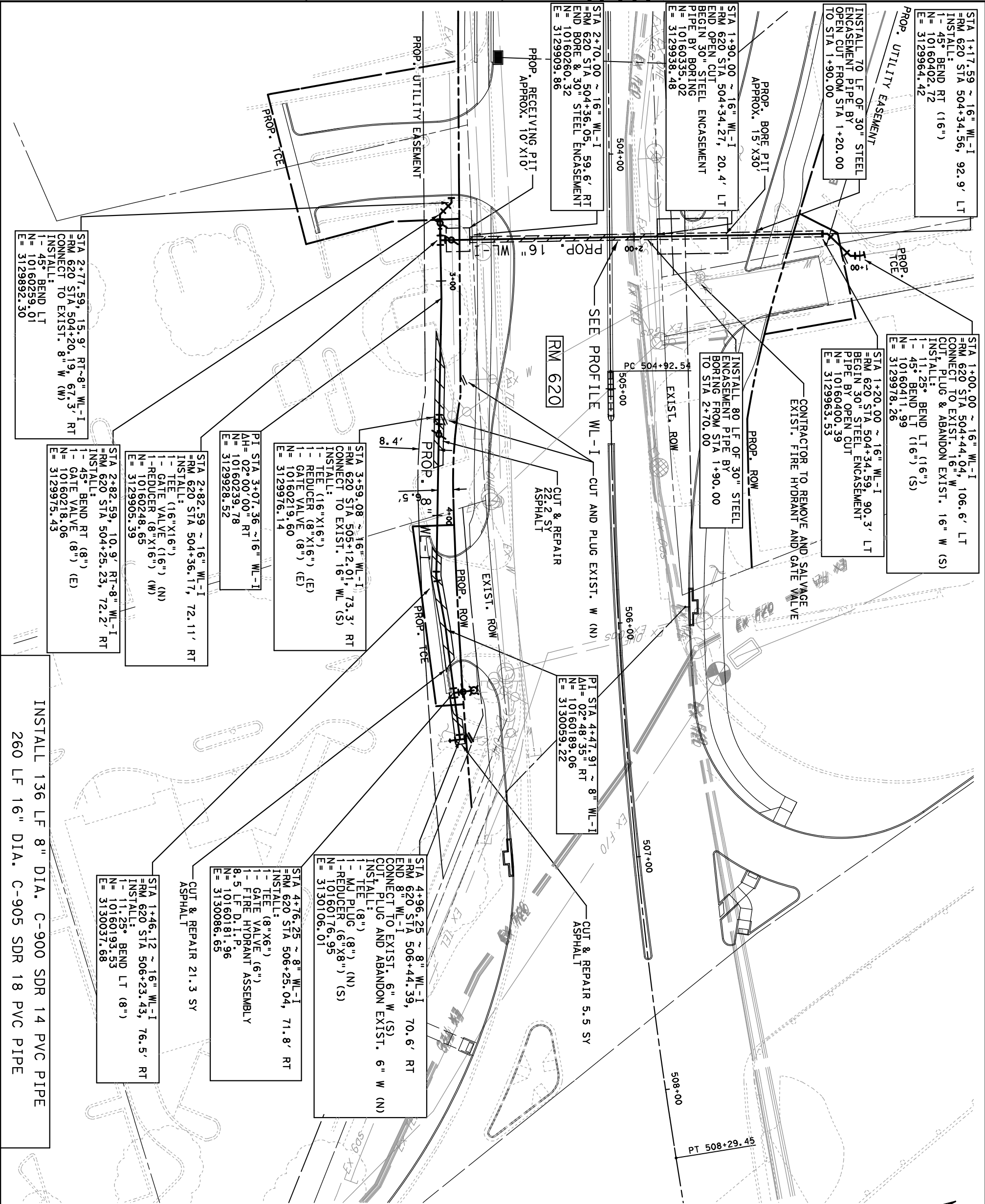
PARCEL 27-E

EXHIBIT "C" (Page 1 of 2)

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Design

PDF 2D MON FW MR 600.plt



LEGEND

- EXISTING FEATURES
- EXISTING R.O.W.
- PROPERTY LINE
- PROPOSED R.O.W.
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED UTILITY EASEMENT
- PROPOSED SS
- PROPOSED SSM
- PROPOSED WL
- PROPOSED DRAINAGE
- EXISTING FIBER OPTIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING WATER
- EXISTING TELEPHONE
- EXISTING GAS
- EXISTING CABLE
- EXISTING CABLE
- CONCRETE CUT & REPAIR
- CONCRETE PAVERS
- ASPHALT CUT & REPAIR
- PROPOSED ENCASUREMENT
- BY BORE
- PROPOSED ENCASUREMENT
- BY OPEN CUT

NOTES:
1. REFER TO EXISTING UTILITY PLANS AND FIELD VERIFY LOCATION OF NEARBY UTILITIES BEFORE CONSTRUCTION. NOTIFY THE CONSTRUCTION OBSERVER IF CONFLICTS EXIST.
2. SEE INTERSECTION AND GRADING PLANS FOR CROSS STREET INFORMATION.
3. CROSS SECTIONS ARE PROVIDED FOR THE CONTRACTOR'S INFORMATION AS A BASIS OF ESTIMATE FOR EARTHWORK QUANTITIES. DRIVEWAYS ARE NOT SHOWN AND ANY WORK RELATED TO DRIVEWAY CONSTRUCTION SHALL BE SUBSIDIARY TO ITEM 530.
4. IRRIGATION SYSTEMS DAMAGED BY CONSTRUCTION SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. ANY NECESSARY IRRIGATION REPAIRS WILL BE CONSIDERED SUBSIDIARY TO THE LINE ITEM COST FOR PIPE INSTALLATION AND WILL NOT BE PAID FOR SEPARATELY.



400 WEST BOKER LANE, SUITE 400
AUSTIN, TEXAS 78706-4365
TEL (512) 252-8184
FAX (512) 252-8141
TYPED FROM NO. 1-512

©2015 Texas Department of Transportation



CITY OF ROUND ROCK, TX
2008 ENTERPRISE DRIVE
ROUND ROCK, TX 78664

RM 620

PROP. 8" WATER LINE I

STA 1+00 TO STA 4+96

SCALE: 1" = 40'	SHEET 8 OF 12
Design: BRY	State: TEXAS
Checked: ERI	FEDERAL AID PROJECT NO. XXX XX (XX) XX
Drawing: JG	COUNTY: CONTROL SECTION: RM 620
Checked: DE	AUS: WILLIAMSON: 0683: 01: 056: 573

EXHIBIT "C" (Page 2 of 2)

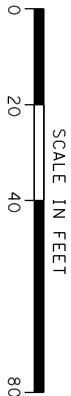
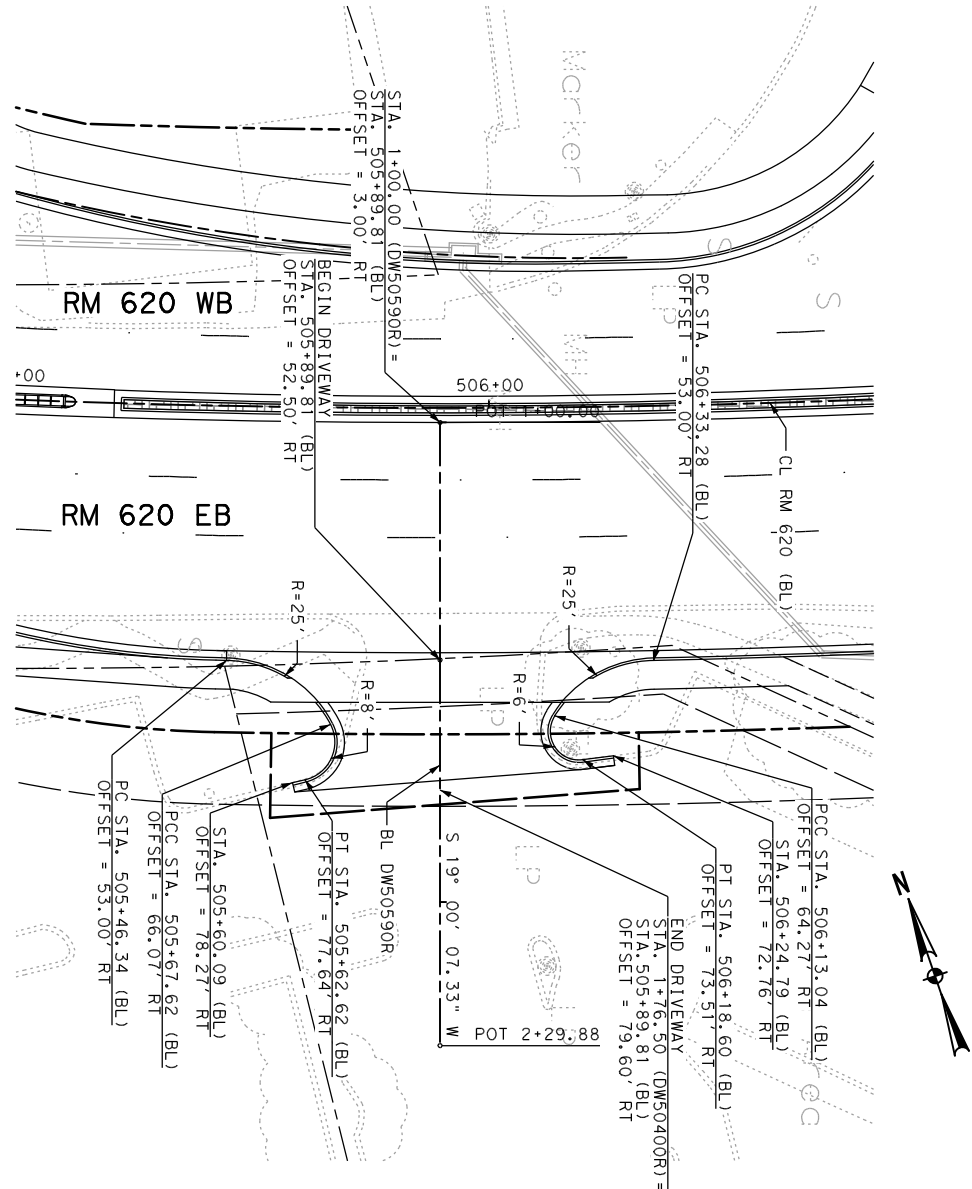
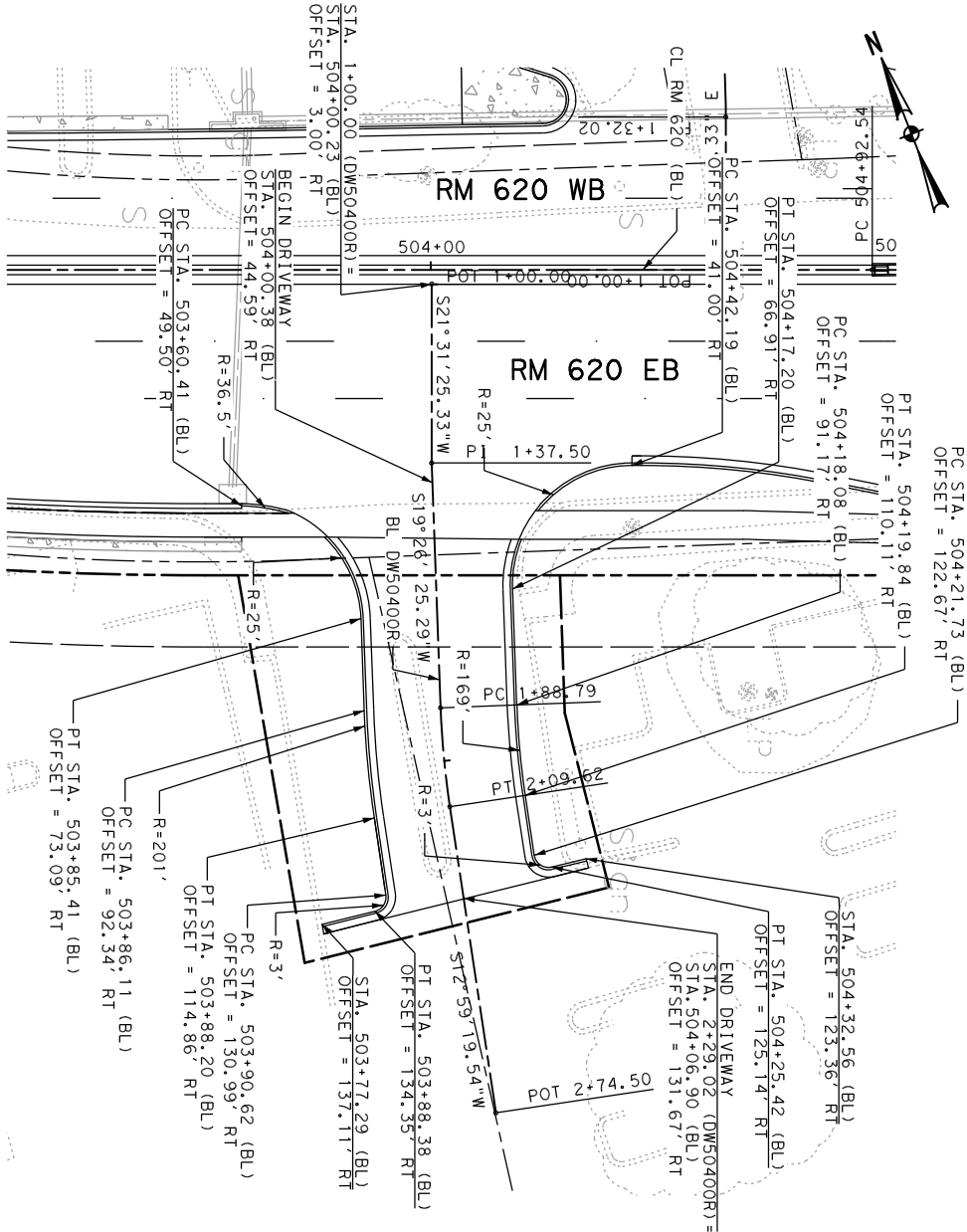
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Sheet PDF_2D_MON_MW_MR_300.plt

DRIVEWAY STA 504+00.23 (BL)

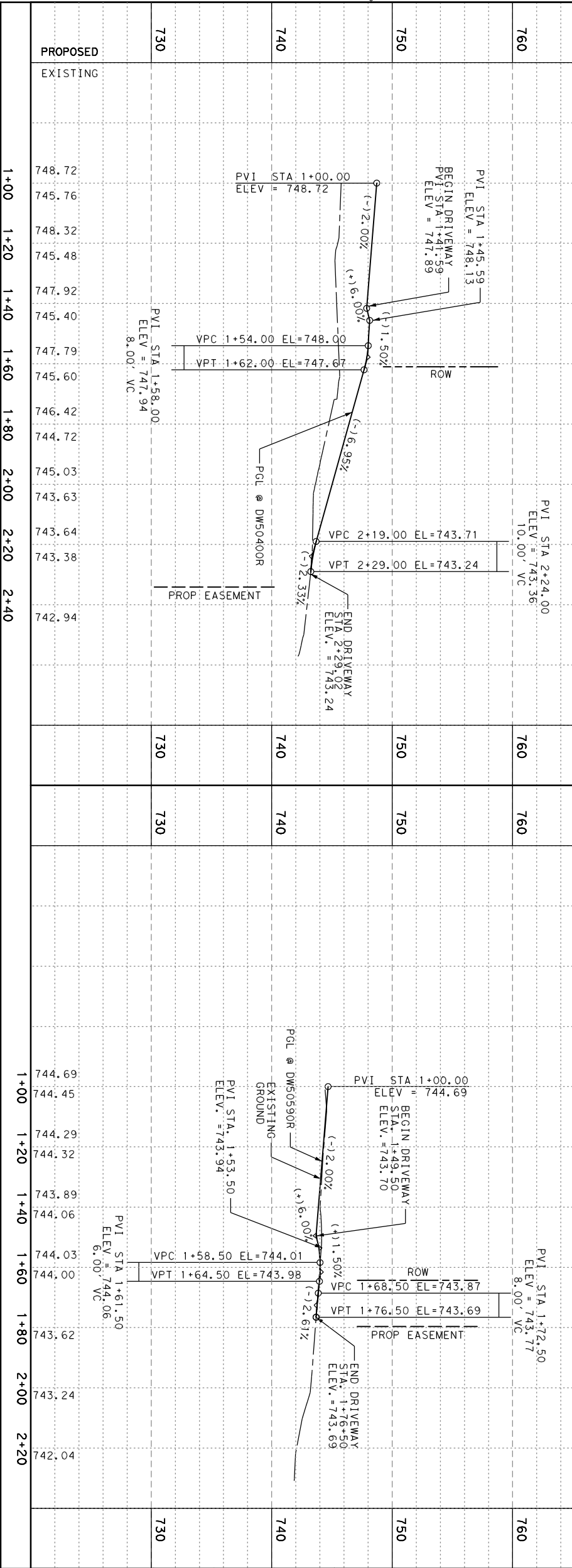
DRIVEWAY STA 505+89.81 (BL)

- NOTES:
1. REFER TO EXISTING UTILITY PLANS AND FIELD VERIFY LOCATION OF NEARBY UTILITIES BEFORE CONSTRUCTION. NOTIFY THE CONSTRUCTION OBSERVER IF CONFLICTS EXIST.
 2. LANE WIDTHS ARE MEASURED TO LIP OF GUTTER. ALL OTHER CALLOUTS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 3. EASEMENTS SHOWN FOR DRIVEWAYS MUST BE COORDINATED WITH PROPERTY OWNER.
 4. ALL STA/OFFSET CALLOUTS ARE FROM CL UNLESS OTHERWISE NOTED.



LEGEND

- EXISTING FEATURES
- PROPOSED CURB AND GUTTER
- DIRECTION OF TRAFFIC FLOW
- PROPERTY LINE
- EXISTING R.O.W.
- PROPOSED R.O.W.
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED UTILITY EASEMENT
- CONCRETE RIPRAP
- LANDSCAPE PAVERS
- CONCRETE DRIVEWAY



NO.

REVISION

BY

DATE

ERIC J. RAYMAN

PROFESSIONAL ENGINEER

86354

STATE OF TEXAS

EXPIRATION DATE 08/31/2017

HALFF

5800 AMERIG EN BLVD.

ROUND ROCK, TX 78664

TEL (612) 772-4600

FAX (612) 202-8141

IRPE PERM NO. 7-512

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CITY OF ROUND ROCK, TX

2008 ENTERPRISE DRIVE

ROUND ROCK, TX 78664

RM 620

PLAN PROFILE

DRIVEWAYS AND SIDE ROADS

SCALE: 1" = 10'

SHEET 5 OF 12

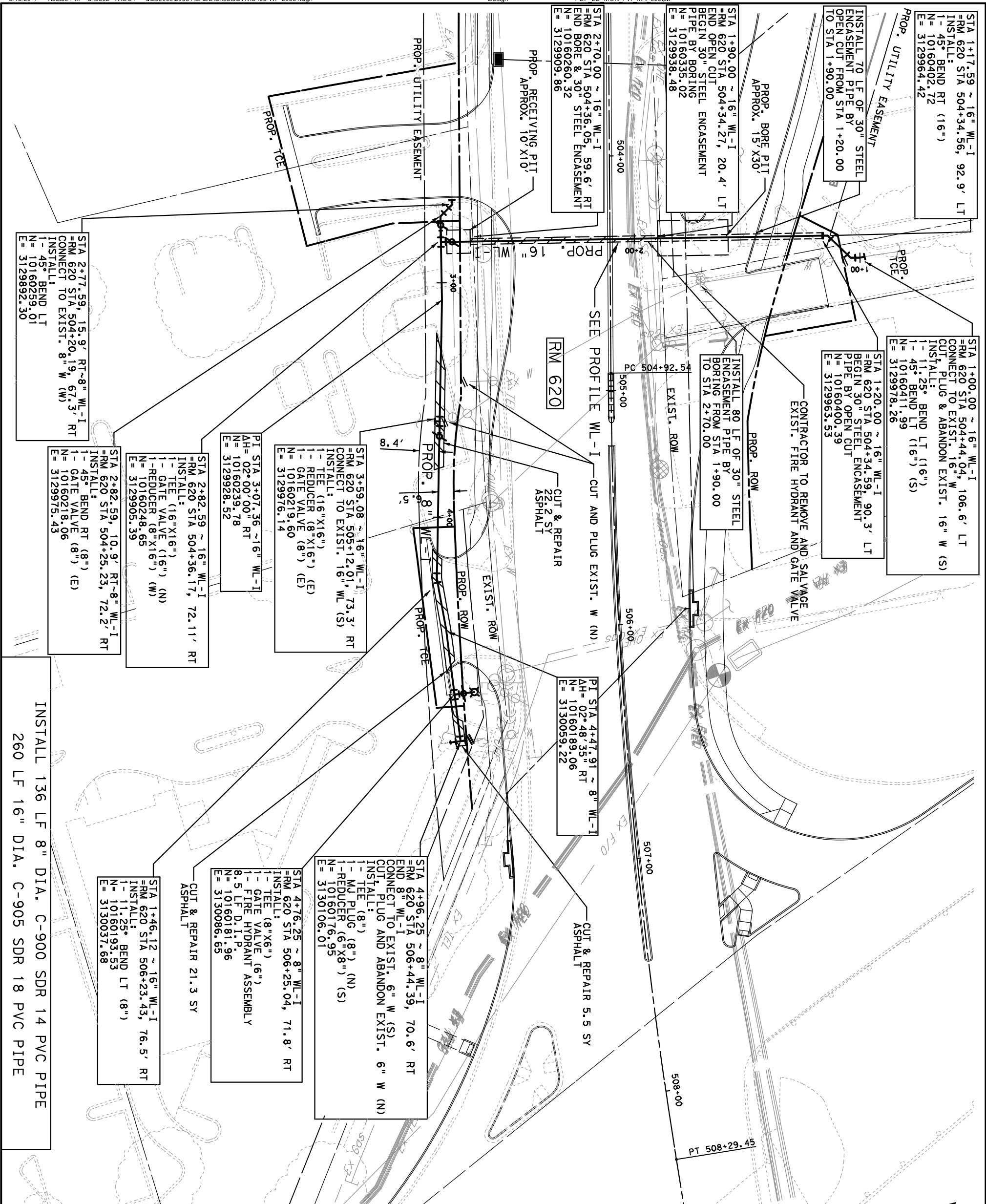
DESIGNED BY: J. J. J. J.

CHECKED BY: J. J. J. J.







DRAWN BY: J. J. J. J.

DATE: 8/31/2017

EXHIBIT "D"



LEGEND

---	EXISTING FEATURES
---	EXISTING R.O.W.
---	PROPERTY LINE
---	PROPOSED R.O.W.
---	TEMPORARY CONSTRUCTION
---	EASEMENT
---	PROPOSED UTILITY EASEMENT
---	PROPOSED SS
---	PROPOSED SS/M
	PROPOSED W/L
---	PROPOSED DRAINAGE
---	EXISTING FIBER OPTIC
---	EXISTING OVERHEAD ELECTRIC
---	EXISTING WATER
---	EXISTING TELEPHONE
---	EXISTING GAS
---	EXISTING CABLE
	CONCRETE CUT & REPAIR
	CONCRETE PLAYERS
	ASPHALT CUT & REPAIR
	PROPOSED ENCASEMENT BY BORE
	PROPOSED ENCASEMENT BY OPEN CUT

NOTES:

1. REFER TO EXISTING UTILITY PLANS AND FIELD VERIFY LOCATION OF NEARBY UTILITIES BEFORE CONSTRUCTION. NOTIFY THE CONSTRUCTION OBSERVER IF CONFLICTS EXISTS.
2. SEE INTERSECTION AND GRADING PLANS FOR CROSS STREET INFORMATION.
3. CROSS SECTIONS ARE PROVIDED FOR THE CONTRACTOR'S INFORMATION AS A BASIS OF ESTIMATE FOR EARTHWORK QUANTITIES. DRIVEWAYS ARE NOT SHOWN AND ANY WORK RELATED TO DRIVEWAY CONSTRUCTION SHALL BE SUBSIDIARY TO ITEM 530.
4. IRRIGATION SYSTEMS DAMAGED BY CONSTRUCTION SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. ANY NECESSARY IRRIGATION REPAIRS WILL BE CONSIDERED SUBSIDIARY TO THE LINE ITEM COST FOR PIPE INSTALLATION AND WILL NOT BE PAID FOR SEPARATELY.



NO.	REVISION	BY DATE

 **HALF**®

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141
TBPE HRM NO. F-312



2015
Texas Department of Transportation



**CITY OF ROUND ROCK, TX
2008 ENTERPRISE DRIVE
ROUND ROCK, TX 78664**

RM 620

PROP. 8" WATER LINE I

STA 1+00 TO STA 4+96

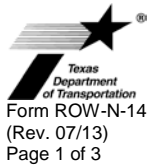
SCALE: 1" = 40'

SHEET 8 OF 12

[illegible]

EXHIBIT "E"

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed in the public records: your Social Security Number or your Driver's License Number.



DEED RM 620 Right of Way

TxDOT ROW CSJ: 0683-01-092

TxDOT Parcel No.: 27

Grantor(s), whether one or more: MCDONALD'S CORPORATION, a Delaware Corporation

Grantor's Mailing Address (including county):

2915 Jorie Boulevard
Oak Brook, IL 60523

Grantee: THE STATE OF TEXAS, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761

Consideration:

The sum of Two Hundred Eighty-Five Thousand and no/100 Dollars (\$285,000.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: Directional Drive Thru Signs

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

MCDONALD'S CORPORATION,
a Delaware corporation

By: _____

Name: _____

Its: _____

Acknowledgement

State of _____

County of _____

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

Notary Public—State of _____

EXHIBIT "F"

PUBLIC UTILITY EASEMENT

RM 620

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

That MCDONALD'S CORPORATION, a Delaware corporation, and its successors and assigns, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual public utility easement and right-of-way in, upon, over, under, above and across the following described property (the "Property"), to-wit:

All of that certain 0.048 acre (2,101 SF) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (Parcel 27PUE).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, and removal of public utilities, to-wit: electric transmission and distribution lines, telecommunication and cable television lines, water lines, natural gas lines, wastewater lines, sanitary sewer lines, connecting lines, access facilities and related equipment, stormwater lines, drainage systems and structures, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, and any necessary accessories, or operations (herein collectively referred to herein as "the Facilities").

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas signage, and other like uses; provided Grantor shall not erect or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the facilities. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the Easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easement, which approval shall not be unreasonably withheld.

Grantee shall have the additional right to temporarily enter upon the remaining property of Grantor if necessary for removing portions of any improvements which are bisected by the acquisition of the Property or otherwise acquired or damaged by Grantee, and for cutting any additional bisected or damaged improvements which are retained by Grantor at the line of bisection or as closely as possible thereto in order to maintain the structural integrity of the remaining improvement, and for no other purpose.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement;
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands;
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by 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.
- (d) Grantee will construct the Facilities in a good and workmanlike manner and will keep any Facilities owned by Grantee in good maintenance and repair at its sole cost and expense.
- (e) Unless otherwise agreed in writing, immediately after Grantee completes any work on the Property, Grantee will restore the easement area to the same or better condition as it was in before Grantee began the work and to a safe condition, including any of Grantor's signs, Access drives, curbing or other improvements located within the Property which are impacted by any work, and will remove all of its equipment, tools, trash and debris from the easement area.
- (f) Grantee will separate by cones or other appropriate construction safety barriers ("cone off") the Property while Grantee performs any work on the Property.

- (g) Grantee will perform all work in such a manner so as to not unduly disrupt the operation of the McDonald's restaurant on Grantor's Property. Grantee will not unreasonably block the access drives serving Grantor's Property at any time, unless otherwise agreed with Grantor in advance. To the extent any access drives serving the property are affected by construction, Grantee agrees to leave a portion of the access drive open at all times during construction or perform all work when Grantor's restaurant is closed. There shall be no intentional disruption in utility service to Grantor's Property unless otherwise agreed with Grantor in advance.
- (h) Grantee will not park on or store any construction vehicles, equipment or materials on Grantor's other property outside of the Property.
- (i) If any damage occurs to Grantor's property or any improvements thereon arising out of, related to, or as a consequence of any of Grantee's work in the easement area, Grantor promptly will notify Grantee in writing of the damage. Unless otherwise agreed by the parties, Grantee will repair the damage (or commence and diligently pursue repairing the damage) within 30 days after receipt of Grantor's notice.

It is understood and agreed that any and all equipment and Facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the easement as a public utility easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the ____ day of the month of _____, 2018.

GRANTOR:

MCDONALD'S CORPORATION,
a Delaware corporation

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of the month of _____, 2018, by _____, in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____