

(b) In the event M4 fails to timely make any repairs as required herein, City may provide written notice to M4 of such failure, and M4 shall proceed to cure any such failure as soon as reasonably practicable but in no event more than thirty (30) days following receipt of written notice thereof from City (or as soon as possible if in the event of an emergency). or, if such repair cannot reasonably be completed in thirty (30) days, then such additional time as may be reasonably required provided M4 commences such cure within the initial thirty (30) day period and diligently pursues completion of same). In the event M4 fails to make such repairs, and such failure continues for the foregoing cure period, City may, at City's sole option (without any obligation), perform such repairs, and M4 shall reimburse City for City's actual costs in connection with such repairs within thirty (30) days following M4's receipt of an invoice therefor from City.

(c) M4 SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING ACTUAL REASONABLE ATTORNEYS' FEES) ARISING FROM (1) ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY PROPERTY (A "LOSS") TO THE EXTENT CAUSED BY M4 IN THE CONSTRUCTION, INSTALLATION, AND/OR REPAIR OF THE IMPROVEMENTS ON THE CITY PROPERTY OR (2) M4'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THIS INDEMNITY PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

(d) M4 shall not undertake, nor shall M4 permit any of M4's agents, contractors, employees or representatives to undertake, any invasive investigation, drilling or sampling of the soil or groundwater at the City Property without the prior written consent of City, which consent shall be in City's sole discretion. Notwithstanding the foregoing, City shall not unreasonably withhold written consent of drilling or sampling of the soil or groundwater required pursuant to or related to the construction and repair of the Improvements.

(e) M4 shall conduct all activities and rights under this Agreement in such a manner so as to not disturb City's use of the remainder of the City Property. In the event M4's use of the City Property hereunder disturbs City's use of City Property, City may provide written notice to M4 of such disruption, and M4 shall proceed to cease or remediate any activities causing such disturbance as soon as reasonably practicable but in no event more than thirty (30) days following receipt of written notice thereof from City. Notwithstanding the foregoing, M4 and the City acknowledge and agree that, during construction, M4 shall have the right to fence off and otherwise restrict access to the City Property as reasonably required to complete the construction of the Improvements and, subject to the following, such restricted access and the construction and repair of the Improvements as contemplated herein shall not be considered a disturbance of the City's use of the City Property; provided that, during construction, the City shall have access to the

City facilities (including the elevated water tower) located on the City Property either (i) on and across the City Property or (ii) over and across the Summit II Property and the adjacent property known as 810 Hesters Crossing Road, Round Rock, TX 78681 and owned by an affiliate of M4, in accordance with the terms set forth in those certain Access License Agreements, a copy of which are attached hereto as Exhibit "D".

C. CITY OBLIGATIONS

1. **Construction Easement.** City hereby grants and conveys to M4 and its agents and contractors a license to access and utilize the City Property to the extent reasonably necessary to install, construct, repair and maintain the Improvements.

2. **Access Easement.** Simultaneously with the execution of this Agreement, City will grant M4 an easement substantially similar in form to that attached hereto as Exhibit "E".

D. MISCELLANEOUS PROVISIONS

1. **Actions Performable.** City and M4 agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. **Governing Law.** City and M4 agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas with venue being in the state District Court of Williamson County, Texas.

3. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

4. **Complete Agreement.** This Agreement represents a complete agreement of the Parties relating to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties.

5. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) email, when received by confirmed electronic transmission, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses (or to such other address(es) as City and/or M4 or their permitted assignees hereunder shall specify from time to time in written notice to the other party):

If to City:

Laurie Hadley, City Manager
221 East Main Street

Round Rock, Texas 78664
Phone: (512) 218-5401
Email: lhadley@roundrocktexas.gov
With copy to:

Stephan L. Sheets
Sheets & Crossfield, PLLC
309 E. Main St.
Round Rock, Texas 78664

If to M4:

M4 La Frontera II, LLC
c/o Mark IV Capital, Inc.
4450 MacArthur Blvd., Second Floor
Newport Beach, California 92660
Attn: Regional Vice President
Email: jbasie@markiv.com

With copy to:

M4 La Frontera II, LLC
c/o Mark IV Capital, Inc.
4450 MacArthur Blvd., Second Floor
Newport Beach, California 92660
Attn: Chief Operating Officer
Email: smetzger@markiv.com

7. **Force Majeure.** M4 and City agree that the obligations of each party shall be subject to force majeure events including, but not limited to, acts of God, war, acts of terrorism, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restrictions, weather conditions, and other acts beyond the applicable Party's control.

8. **Assignment.** Except for an assignment by M4 to an affiliated entity (for which notice, but no consent, is required), this Agreement may be assigned by M4 only with the written consent of the Round Rock City Council, which shall not be unreasonably withheld. Any assignment must bind the assignee to all the terms and conditions of this Agreement, which will be recorded in the Williamson County Official Records.

9. **Signature Warranty Clause.** The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of City and M4, respectively.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

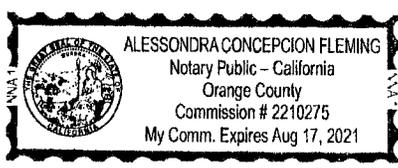
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange

On July 20, 2018 before me, Alessandra Concepcion Fleming, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stephen A. Metzger
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Alessandra Concepcion Fleming
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

EXHIBIT "A"

City Property

Tract One:

Lot 5, Block A, LA FRONTERA SECTION IIIA, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet S, Slides 370-374 of the Plat Records of Williamson County, Texas and Document No. 2000048386 of the Official Public Records of Williamson County, Texas.

Tract Two:

A tract of land (no acreage cited) conveyed to the City of Round Rock, Texas by instrument of record in Volume 1429, Page 462 of the Official Records of Williamson County, Texas.

(See Attached)

EXHIBIT "B"

Summit II Property

Lot 3, Block B, THE SUMMIT AT LA FRONTERA, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet T, Slides 329-330 of the Plat Records of Williamson County, Texas.

(See Attached)

EXHIBIT "C"

**Improvements
(See Attached)**

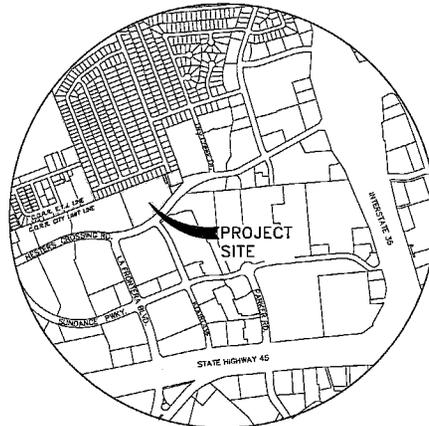
SITE DEVELOPMENT PERMIT FOR THE SUMMIT AT LA FRONTERA 710 HESTERS CROSSING ROUND ROCK, TEXAS 78681

OWNERS / DEVELOPER: MARK IV CAPITAL, INC.
CONTACT: JUSTIN BASIE
4450 MACARTHUR BLVD. (SECOND FLOOR)
NEWPORT BEACH, CA 92660
949.509.1444
JBasie@markiv.com

ENGINEER: KBGE
105 WEST RIVERSIDE DRIVE, STE 110
AUSTIN, TEXAS 78704
CONTACT: SETH BONNER
(512) 439-0400
EMAIL: sbonner@cecinic.com

SURVEYOR: BASELINE LAND SURVEYORS, INC.
CONTACT: SCOTT LASWELL
8333 CROSS PARK DR.
AUSTIN, TEXAS 78754
512.873.9743
scott@baseline@austin.rr.com

LANDSCAPE ARCHITECT: BURY, INC.
CONTACT: ZACHARY HUNTER
221 WEST SIXTH ST., SUITE 600
AUSTIN, TEXAS 78701
512.328.0011
zhunter@buryinc.com



**LOCATION MAP
REVISIONS**

NO.	DATE	REVISION	SHEETS	CITY APPROVAL	DATE
1	6/27/18	ADDED EASTERN DRIVE PLANS AND COURTYARD, INCLUDED AS-BUILT CHANGES APPROVED VIA EMAIL THROUGHOUT CONSTRUCTION	1-40		

WATERSHED STATUS:

- THIS SITE IS LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE PER TCEQ RECHARGE ZONE MAPS. WATER QUALITY MEASURES PROVIDED BY LA FRONTERA WATER QUALITY AND DETENTION POND DRAINAGE IMPROVEMENTS PLANS UNDER THROCC APPROVED WPA# FILE NO.: 00050502.
- THIS SITE IS LOCATED IN THE CITY OF ROUND ROCK CORPORATE CITY LIMITS.
- AN OFF-SITE REGIONAL DETENTION POND IS PROVIDED FOR THIS SITE AND THEREFORE NOT PARTICIPATING IN RSDP. PER LA FRONTERA WATER QUALITY AND DETENTION POND DRAINAGE IMPROVEMENTS PLANS UNDER WPA# FILE NO.: 00050502.
- THIS SITE EDWARDS AQUIFER PROTECTION PLAN ID NO.: 1000051.

FLOOD PLAN NOTE:

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR (1% ANNUAL CHANCE) FLOODPLAIN AS SHOWN ON FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM PANELS 48491C0485E & 48491C0465E WILLIAMSON COUNTY, TEXAS EFFECTIVE SEPTEMBER 26, 2008.

GENERAL NOTES:

- ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE REGISTERED PROFESSIONAL ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS THE CITY OF ROUND ROCK MUST RELY UPON THE ADEQUACY OF THE DESIGN ENGINEER.
- LIMITATION OF LIABILITY: KBGE ASSUMES NO LIABILITY FOR ANY DESIGN OR DRAWINGS IN THESE PLANS THAT ARE NOT SIGNED AND SEALED BY A PROFESSIONAL ENGINEER EMPLOYED BY THE FIRM. OTHER CONSULTANTS' WORK SHOWN IN THESE PLANS IS THE RESPONSIBILITY OF THE CONSULTANT WHO PREPARED SUCH WORK, AND IS INCLUDED IN THIS PLAN SET FOR REVIEW REQUIREMENTS ONLY.

LEGAL DESCRIPTION:

LOT J BLOCK B OF THE SUMMIT OF LA FRONTERA, CABINET T SLIDES 329 & 330 DOC.# 2001001167 O.P.R.W.C.

ZONING:

THIS TRACT IS ZONED OFFICE PUD 72, PER CITY OF ROUND ROCK MAP DATED JANUARY 2013.

BENCHMARK:

BENCHMARK: BRASS DISK FOUND IN CONCRETE. CITY OF ROUND ROCK, TEXAS MONUMENT 71-2017.
AT NORTHEAST CORNER OF INTERSECTION OF HOURI AVENUE & HESTERS CROSSING; APPROX. 45' EAST OF EAST R.O.W. HOUR AVENUE, AND APPROX. 1.3' SOUTH OF SOUTH CURB ALONG HESTERS CROSSING.
ELEVATION = 857.56
DATE: MAR 08

BENCHMARK: BRASS DISK FOUND IN CONCRETE. CITY OF ROUND ROCK, TEXAS MONUMENT 71-2018.
ELEVATION = 854.10
DATE: MAR 08



100 West Riverside Drive, Suite 110, Austin, Texas 78704
512.439.0400
www.kbge.com

INDEX OF SHEETS

- COVER SHEET
- FINAL PLAT
- FINAL PLAT
- GENERAL NOTES
- TCEQ NOTES
- EROSION & SEDIMENTATION CONTROL PLAN
- EROSION & SEDIMENTATION CONTROL DETAILS
- DEMOLITION PLAN
- SITE & DIMENSION CONTROL PLAN
- PAVING PLAN
- SITE GRADING PLAN
- EXISTING DRAINAGE MAP
- DEVELOPED DRAINAGE MAP
- DRAINAGE CALCULATIONS
- OVERALL STORM SEWER LAYOUT
- STORM SEWER PLAN AND PROFILES
- WATER PLAN & PROFILE
- WATER PLAN & PROFILE
- WASTEWATER PLAN & PROFILE
- GENERAL DETAILS
- GENERAL DETAILS
- GENERAL DETAILS
- TWOOT TRAFFIC CONTROL DETAILS
- LANDSCAPE PLAN
- LANDSCAPE NOTES & CALCULATIONS
- ELECTRICAL - SITE PLAN - PHOTO METRIC
- RETAINING WALL DETAILS SHEET 1 OF 2
- RETAINING WALL DETAILS SHEET 2 OF 2
- EASTERN DRIVEWAY IMPROVEMENTS**
- NOTES
- TCEQ NOTES
- EXISTING CONDITIONS
- DEMOLITION PLAN
- EROSION & SEDIMENTATION CONTROL PLAN
- SITE PLAN
- SITE GRADING
- GENERAL DETAILS
- DRIVEWAY TRAFFIC CONTROL DETAILS
- MEDIA TRAFFIC CONTROL DETAILS
- LANDSCAPE PLAN

LIMITATION OF LIABILITY - KBGE ASSUMES NO LIABILITY FOR ANY DESIGN OR DRAWINGS IN THESE PLANS THAT ARE NOT SIGNED AND SEALED BY A PROFESSIONAL ENGINEER EMPLOYED BY THE FIRM. OTHER CONSULTANTS' WORK SHOWN IN THESE PLANS IS THE RESPONSIBILITY OF THE CONSULTANT WHO PREPARED SUCH WORK, AND IS INCLUDED IN THIS PLAN SET FOR REVIEW REQUIREMENTS ONLY.

SITE PLAN COMPONENTS - ALL BUILDING AND STRUCTURAL IMPROVEMENTS SHOWN HEREON ARE SHOWN FOR CONCEPTUAL PURPOSES ONLY. KBGE IS NOT RESPONSIBLE OR LIABLE FOR THE DESIGN OF BUILDING AND STRUCTURAL IMPROVEMENTS BY OTHERS.

STRUCTURAL COMPONENTS - ALL STRUCTURAL DESIGN IS THE RESPONSIBILITY OF THE OWNER'S STRUCTURAL ENGINEER. STRUCTURAL DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S STRUCTURAL ENGINEER.

PAVEMENT DESIGN - PAVEMENT DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S GEOTECHNICAL CONSULTANT. KBGE MAKES NO WARRANTY OR GUARANTEE AS TO ITS SUITABILITY, AND ASSUMES NO LIABILITY THEREFOR.



SUBMITTED BY:

Jennifer M. Garcia

JENNIFER M. GARCIA, PE
KBGE
105 WEST RIVERSIDE DRIVE, STE 110
AUSTIN, TEXAS 78704
(512) 439-0400

6/27/2018
DATE

IMPERVIOUS COVER	
PUBLIC SIDEWALK, STREETS, CURB & GUTTER	2,869 SF
BUILDING FOOTPRINT (WITHIN LIMITS OF LOT ONLY)	48,481 SF
PARKING, PRIVATE SIDEWALK (WITHIN LIMITS OF LOT ONLY)	165,357 SF
TOTAL IMPERVIOUS COVER	203,735 SF
TOTAL AREA OF DISTURBANCE	328,442 SF

TCEQ WPA#/CS# 110000051

FULL SUBMITTAL DATE

RECORDED FINAL PLAT DOC. NO. 2001001167

UTILITY BILLING NO.

METER SERIAL NO.

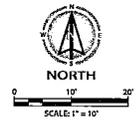
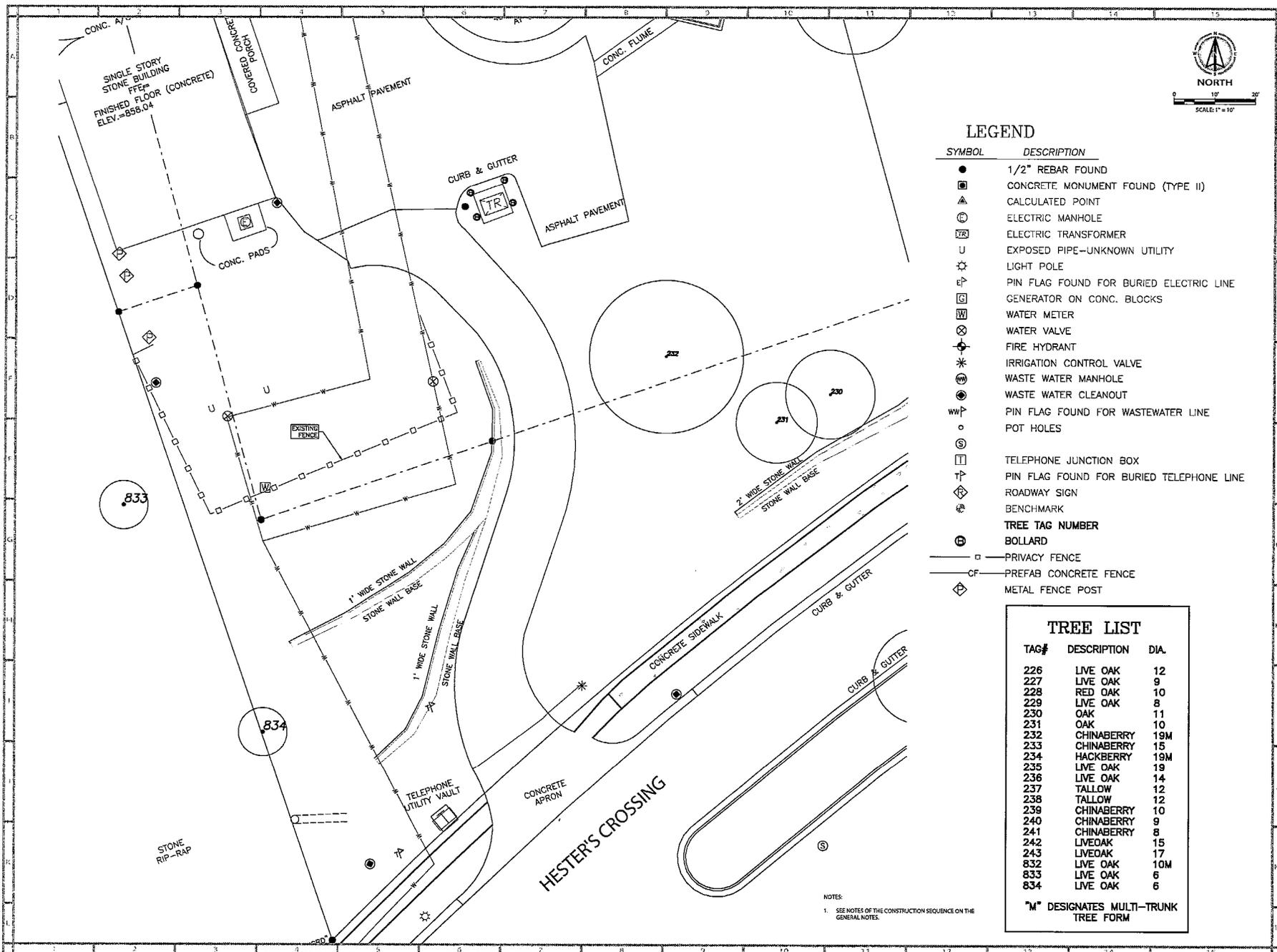
NOTE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF ROUND ROCK MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

ACCEPTED FOR CONSTRUCTION

CITY OF ROUND ROCK
PLANNING AND DEVELOPMENT SERVICES

DATE

SHEET 01 OF 40



LEGEND

- | SYMBOL | DESCRIPTION |
|--------|--|
| ● | 1/2" REBAR FOUND |
| ■ | CONCRETE MONUMENT FOUND (TYPE II) |
| ▲ | CALCULATED POINT |
| ⊙ | ELECTRIC MANHOLE |
| ⊠ | ELECTRIC TRANSFORMER |
| U | EXPOSED PIPE--UNKNOWN UTILITY |
| ☆ | LIGHT POLE |
| ⊞ | PIN FLAG FOUND FOR BURIED ELECTRIC LINE |
| ⊞ | GENERATOR ON CONC. BLOCKS |
| ⊞ | WATER METER |
| ⊞ | WATER VALVE |
| ⊞ | FIRE HYDRANT |
| ⊞ | IRRIGATION CONTROL VALVE |
| ⊞ | WASTE WATER MANHOLE |
| ⊞ | WASTE WATER CLEANOUT |
| ⊞ | PIN FLAG FOUND FOR WASTEWATER LINE |
| ○ | POT HOLES |
| ⊞ | TELEPHONE JUNCTION BOX |
| ⊞ | PIN FLAG FOUND FOR BURIED TELEPHONE LINE |
| ⊞ | ROADWAY SIGN |
| ⊞ | BENCHMARK |
| ⊞ | TREE TAG NUMBER |
| ⊞ | BOLLARD |
| ⊞ | PRIVACY FENCE |
| CF | PREFAB CONCRETE FENCE |
| ⊞ | METAL FENCE POST |

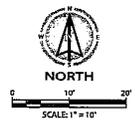
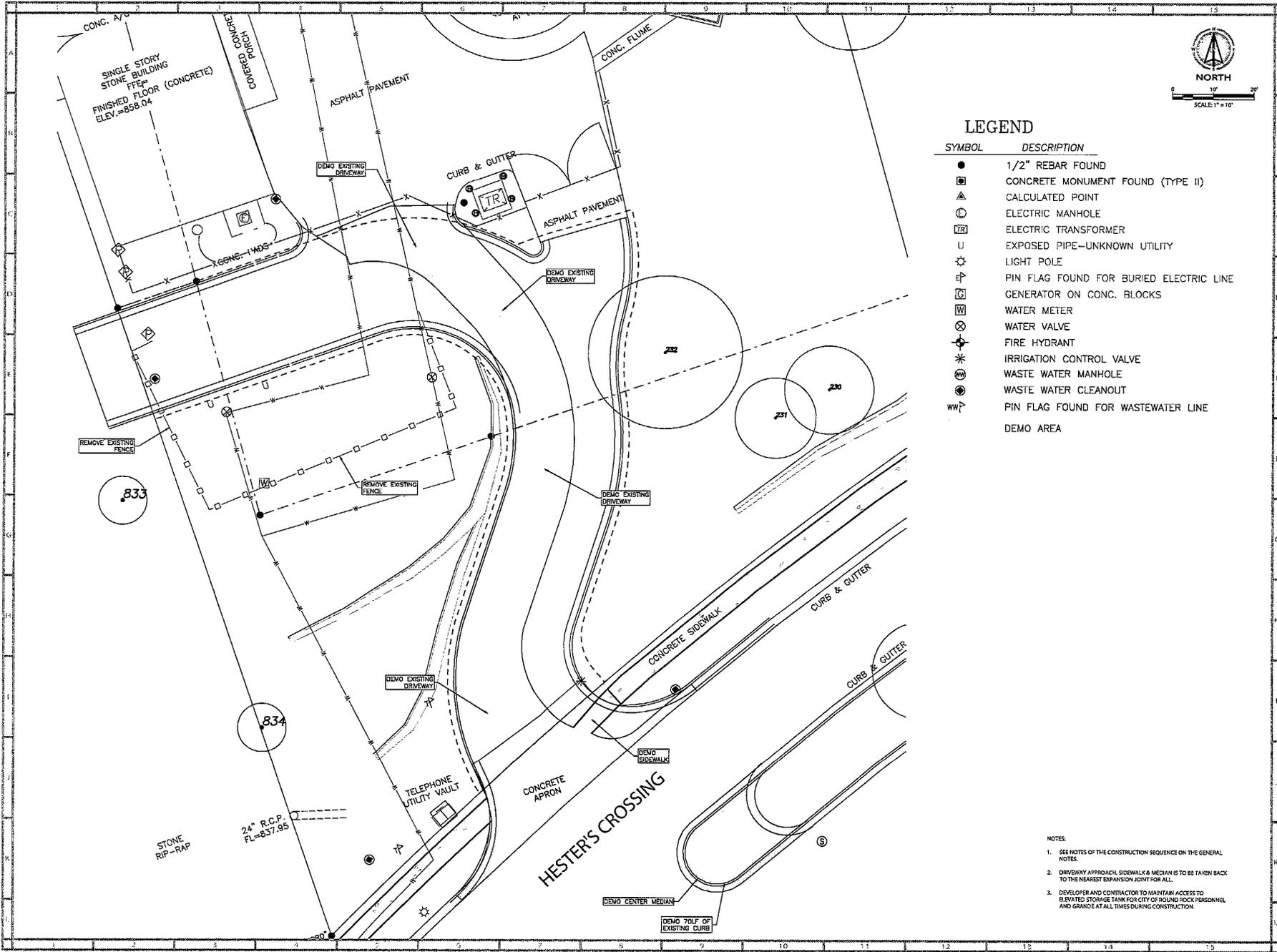
TREE LIST

TAG#	DESCRIPTION	DIA.
226	LIVE OAK	12
227	LIVE OAK	9
228	RED OAK	10
229	LIVE OAK	8
230	OAK	11
231	OAK	10
232	CHINABERRY	19M
233	CHINABERRY	15
234	HACKBERRY	19M
235	LIVE OAK	19
236	LIVE OAK	14
237	TALLOW	12
238	TALLOW	12
239	CHINABERRY	10
240	CHINABERRY	9
241	CHINABERRY	8
242	LIVE OAK	15
243	LIVE OAK	17
832	LIVE OAK	10M
833	LIVE OAK	6
834	LIVE OAK	6

"M" DESIGNATES MULTI-TRUNK TREE FORM

NOTES:
1. SEE NOTES ON THE CONSTRUCTION SEQUENCE ON THE GENERAL NOTES.

DATE									
DESIGNER									
CLIENT/PROJECT									
MARK IV									
KIMBELL I BRUEHL I GARCIA I TESTES <small>REGISTERED PROFESSIONAL ENGINEERS</small>									
SUMMIT II EASTERN DRIVE IMPROVEMENTS SITE DEVELOPMENT PLAN									
EXISTING CONDITIONS									
6/27/2018									
CHECKED BY: SEYMOUR JOB NUMBER: 420-001 ISSUE DATE: 06/27/18 SHEET:									
32 OF 40									
SSP1508-0004									

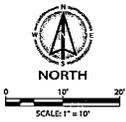
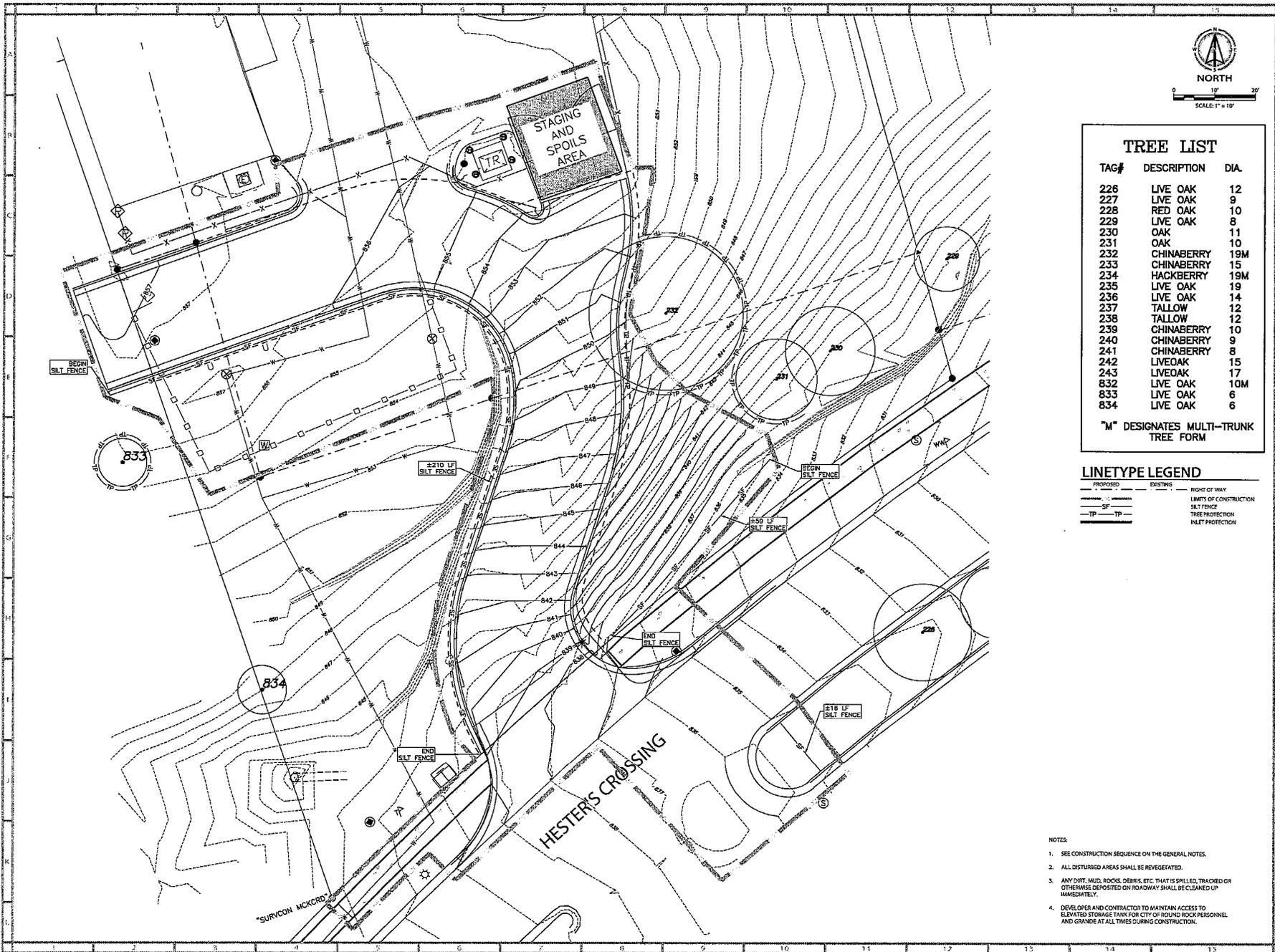


LEGEND

SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND
■	CONCRETE MONUMENT FOUND (TYPE II)
▲	CALCULATED POINT
⊙	ELECTRIC MANHOLE
⊞	ELECTRIC TRANSFORMER
U	EXPOSED PIPE-UNKNOWN UTILITY
⊙	LIGHT POLE
⊞	PIN FLAG FOUND FOR BURIED ELECTRIC LINE
⊞	GENERATOR ON CONC. BLOCKS
⊞	WATER METER
⊞	WATER VALVE
⊞	FIRE HYDRANT
⊞	IRRIGATION CONTROL VALVE
⊞	WASTE WATER MANHOLE
⊞	WASTE WATER CLEANOUT
⊞	PIN FLAG FOUND FOR WASTEWATER LINE
---	DEMO AREA

- NOTES:
- SEE NOTES OF THE CONSTRUCTION SEQUENCE ON THE GENERAL NOTES.
 - DRIVEWAY APPROACH, SIDEWALK & MEDIAN IS TO BE TAKEN BACK TO THE NEAREST EXPANSION JOINT FOR ALL.
 - DEVELOPER AND CONTRACTOR TO MAINTAIN ACCESS TO ELEVATED STORAGE TANK FOR CITY OF ROUND ROCK PERSONNEL AND GRANDE AT ALL TIMES DURING CONSTRUCTION.

DATE		REVISION/DESCRIPTION		DATE		REVISION/DESCRIPTION	
 kbge ENGINEERING CONSULTING KIMBELL BRUEHL GARCIA TESTES <small>1415 WEST 10TH STREET, SUITE 100, ROUND ROCK, TX 78664 TEL: 512.253.8800 FAX: 512.253.8801</small>				MARK IV			
SUMMIT II EASTERN DRIVE IMPROVEMENTS SITE DEVELOPMENT PLAN							
DEMOLITION PLAN							
6/27/2018							
CHECKED BY: SETH SCHWIER JOB NUMBER: 420-001 ISSUE DATE: 06/27/18 SHEET:							
33 OF 40							
SSP1508-0004							



TREE LIST

TAG#	DESCRIPTION	DIA.
226	LIVE OAK	12
227	LIVE OAK	9
228	RED OAK	10
229	LIVE OAK	8
230	OAK	11
231	OAK	10
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235	LIVE OAK	19
236	LIVE OAK	14
237	TALLOW	12
238	TALLOW	12
239	CHINABERRY	10
240	CHINABERRY	9
241	CHINABERRY	8
242	LIVEOAK	15
243	LIVEOAK	17
832	LIVE OAK	10M
833	LIVE OAK	6
834	LIVE OAK	6

M DESIGNATES MULTI-TRUNK TREE FORM

LINETYPE LEGEND

PROPOSED	EXISTING	RIGHT OF WAY

- NOTES:
- SEE CONSTRUCTION SEQUENCE ON THE GENERAL NOTES.
 - ALL DISTURBED AREAS SHALL BE REVEGETATED.
 - ANY DIRT, MUD, ROCKS, DEBRIS, ETC. THAT IS SPILLED, TRACKED OR OTHERWISE DEPOSITED ON ROADWAY SHALL BE CLEANED UP IMMEDIATELY.
 - DEVELOPER AND CONTRACTOR TO MAINTAIN ACCESS TO ELEVATED STORAGE TANK FOR CITY OF FOUNG ROCK PERSONNEL AND GRANDE AT ALL TIMES DURING CONSTRUCTION.

DATE

REVISION/DESCRIPTION

CLIENT INFORMATION

MARK IV

ENGINEERING CONSULTING

KIMBELL I BRUEHL I GARCIA I TESTES

SUMMIT II EASTERN DRIVE IMPROVEMENTS SITE DEVELOPMENT PLAN

EROSION AND SEDIMENTATION CONTROL PLAN

6/27/2018

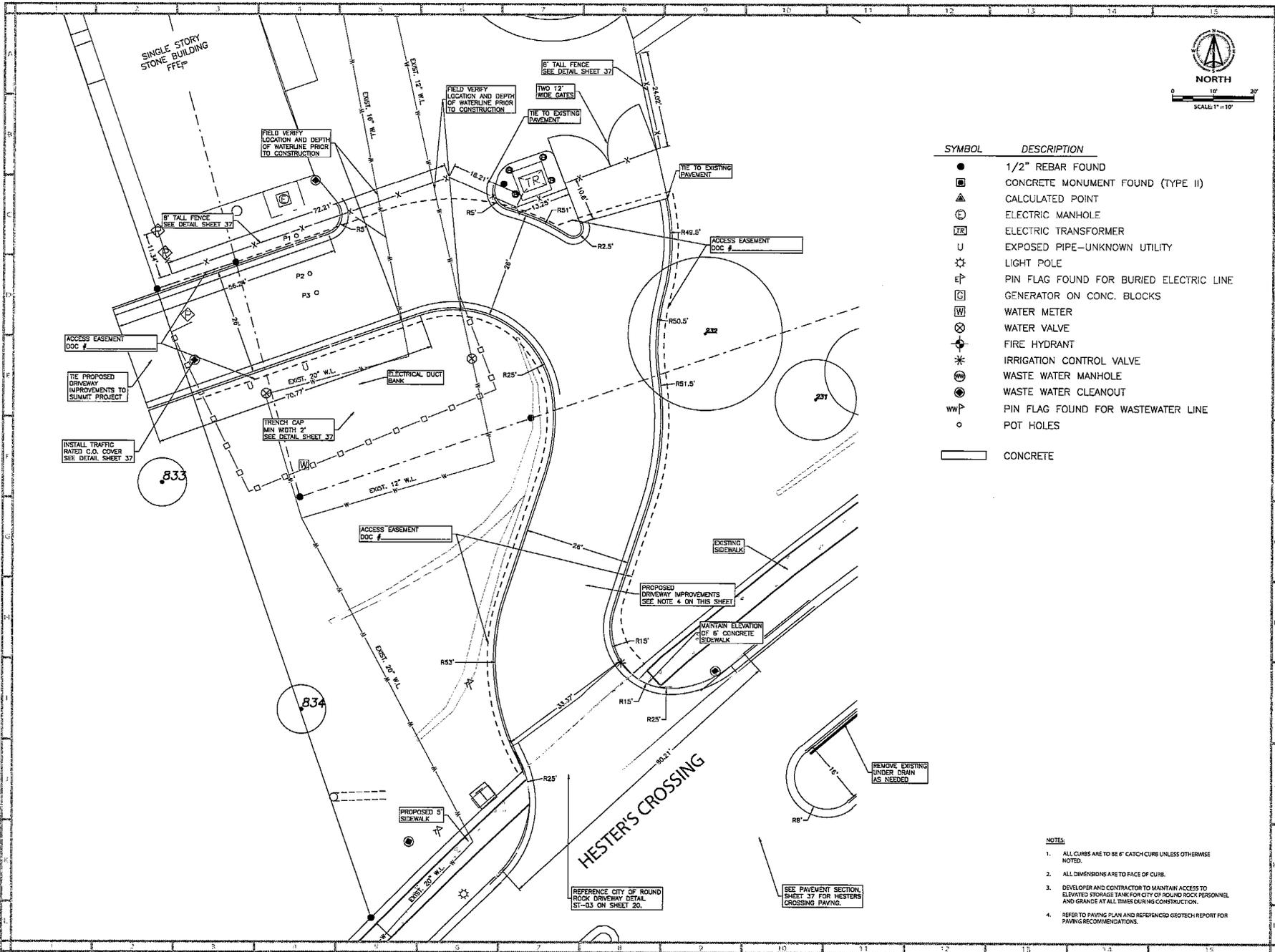
JOB NUMBER: 430-001

ISSUE DATE: 06/27/18

SHEETS:

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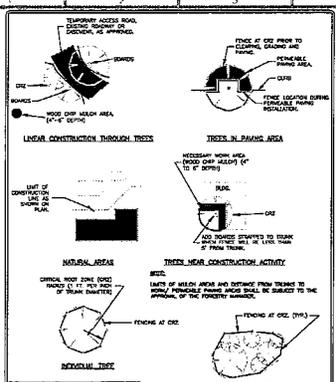
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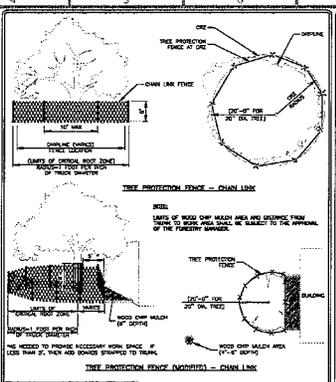
SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND
■	CONCRETE MONUMENT FOUND (TYPE II)
▲	CALCULATED POINT
⊕	ELECTRIC MANHOLE
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U	EXPOSED PIPE—UNKNOWN UTILITY
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⊞	IRRIGATION CONTROL VALVE
⊞	WASTE WATER MANHOLE
⊞	WASTE WATER CLEANOUT
⊞	PIN FLAG FOUND FOR WASTEWATER LINE
○	POT HOLES
▭	CONCRETE

- NOTES:**
- ALL CURBS ARE TO BE 6" CATCH CURB UNLESS OTHERWISE NOTED.
 - ALL DIMENSIONS ARE TO FACE OF CURB.
 - DEVELOPER AND CONTRACTOR TO MAINTAIN ACCESS TO ELEVATED STORAGE TANK FOR CITY OF ROUND ROCK PERSONNEL AND GRANITE AT ALL TIMES DURING CONSTRUCTION.
 - REFER TO PAVING PLAN AND REFERENCED GTOCH REPORT FOR PAVING RECOMMENDATIONS.

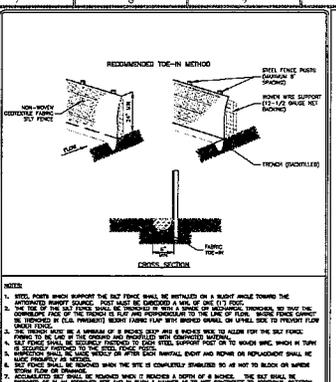
DATE		REVISION/DESCRIPTION		CLIENT INFORMATION		MARK IV	
ENGINEERING CONSULTING KIMBELL BRUEHL GARCIA TESTES							
SUMMIT II EASTERN DRIVE IMPROVEMENTS SITE DEVELOPMENT PLAN SITE PLAN							
6/27/2018							
CHECKED BY: SEITH BONNER JOB NUMBER: 428-001 SHEET: 35 OF 40 ISSUE DATE: 06/27/18							
SSP1508-0004							



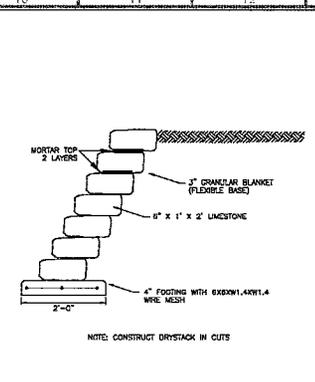
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TREE PROTECTION FENCE CHAIN LINK



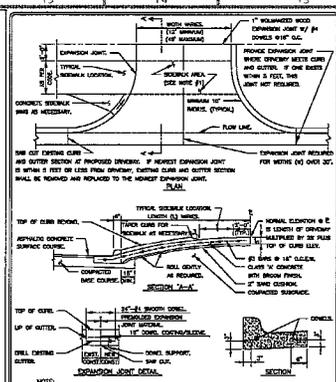
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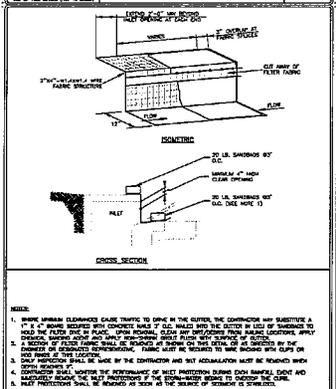
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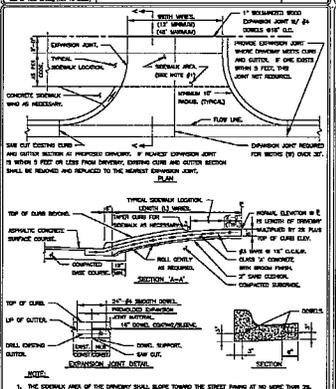
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DRYSTACK WALL DETAIL



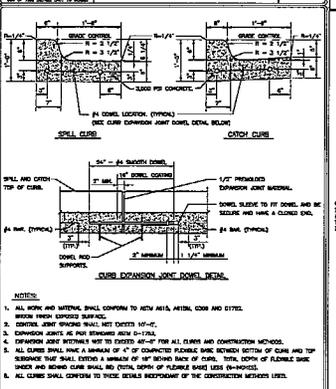
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DRAWING NO. 10-01-05
CONCRETE DRIVEWAY DETAIL



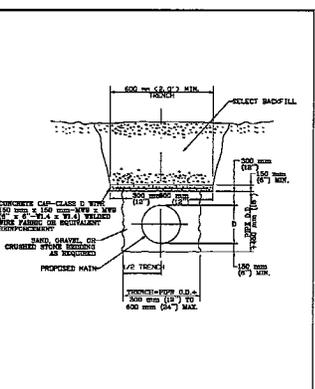
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DRAWING NO. 10-01-06
CURB INLET PROTECTION DETAIL



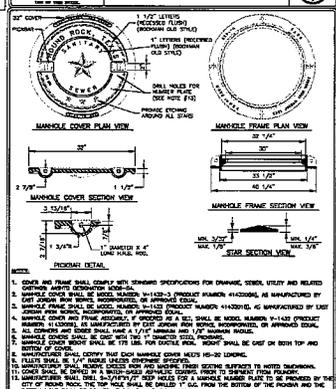
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CONCRETE DRIVEWAY DETAIL



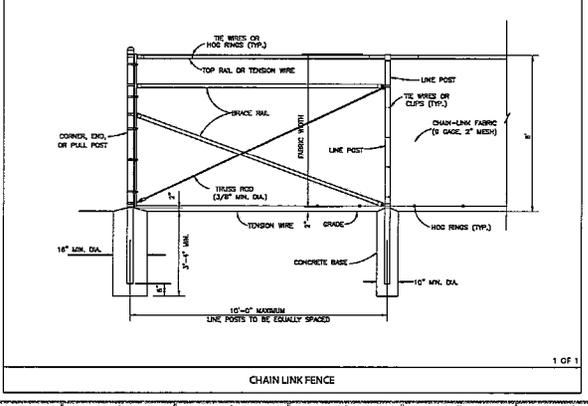
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SPILL AND CATCH CURB DETAIL



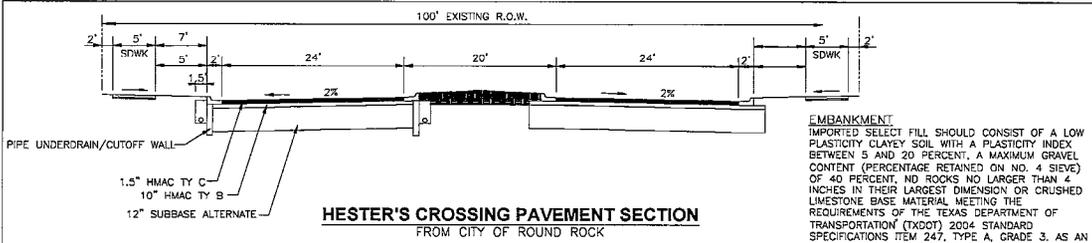
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DRAWING NO. 10-01-09
CONCRETE TRENCH CAP



CITY OF ROUND ROCK
DRAWING NO. 10-01-10
NON-BOLTED WASTEWATER MANHOLE COVER AND FRAME DETAIL



CITY OF ROUND ROCK
DRAWING NO. 10-01-11
CHAIN LINK FENCE



HESTER'S CROSSING PAVEMENT SECTION FROM CITY OF ROUND ROCK

DISCLAIMER - PAVEMENT DESIGN
PAVEMENT DESIGN SHOWN HEREON WAS PROVIDED BY THE CITY OF ROUND ROCK TO MATCH EXISTING PAVEMENT DESIGN. KEGE MAKES NO WARRANTY OR GUARANTEE AS TO ITS SUSTAINABILITY AND ASSUMES NO LIABILITY THEREFOR.

ENGINEERING CONSULTING
kgge
KIMBELL, BRUEHL, GARCIA & TESTES

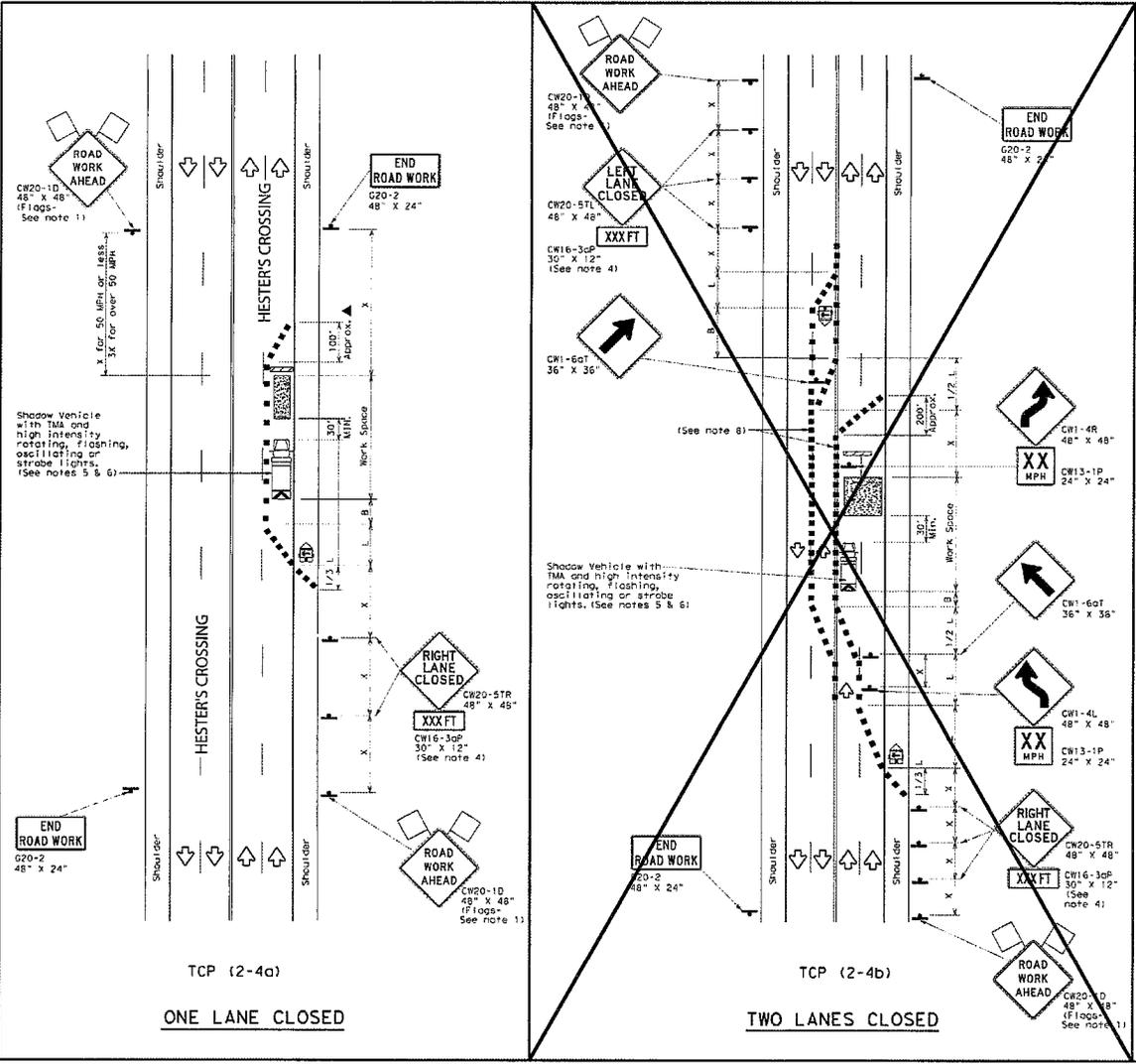
**SUMMIT II EASTERN DRIVE
IMPROVEMENTS
SITE DEVELOPMENT PLAN**

GENERAL DETAILS

6/27/2018

CHECKED BY:
SETH BONNER
JOB NUMBER: 430-001
ISSUE DATE: 06/27/18
SHEET: 37 OF 40
SSP1508-0004

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. It is the responsibility of the user of this standard to ensure that it is applied in a manner that is appropriate to the project and that it does not result in any liability.



LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed #	Formula	Minimum Desirable Taper Lengths # x			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing #	Suggested Longitudinal Buffer Space #
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS	150'	165'	180'	30'	60'	120'	90'
35		200'	225'	240'	35'	70'	150'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	L = WS	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

** Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

	MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓					

- GENERAL NOTES**
- Flags attached to signs where shown, are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol which may be omitted when shown elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The downstream taper is optional. When used, it should be 100 feet minimum length per lane.
 - For short term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a CW16-3AP supplemental plaque.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.
- TCP (2-4a)**
- If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic with the arrow board placed in the closed lane near the end of the merging taper.
- TCP (2-4b)**
- For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This taper device spacing is intended for the area of conflicting markings, not the entire work zone.

Texas Department of Transportation
 Traffic Operations Division
 Standard

**TRAFFIC CONTROL PLAN
 LANE CLOSURES ON MULTILANE
 CONVENTIONAL ROADS**

TCP (2-4) - 18

File No.	102214-18-23P	Date	06/27/2018	Drawn	W. J. GARCIA	Checked	J. B. GARCIA
Project	102214-18-23P	Scale	AS SHOWN	Job No.	100000	Sheet No.	18 OF 18
Project Name	Summit II Eastern Drive Improvements	Project Location	Summit II Eastern Drive	Project Status	Final	Project Manager	J. B. GARCIA

DATE: _____
 REVISION/DESCRIPTION: _____

CLIENT INFORMATION: _____
 MARK IV

ENGINEERING CONSULTING
kbge
 KIMBELL | BRUEHL | GARCIA | ESTES

**SUMMIT II EASTERN DRIVE
 IMPROVEMENTS
 SITE DEVELOPMENT PLAN**

DRIVEWAY TRAFFIC CONTROL DETAILS

6/27/2018

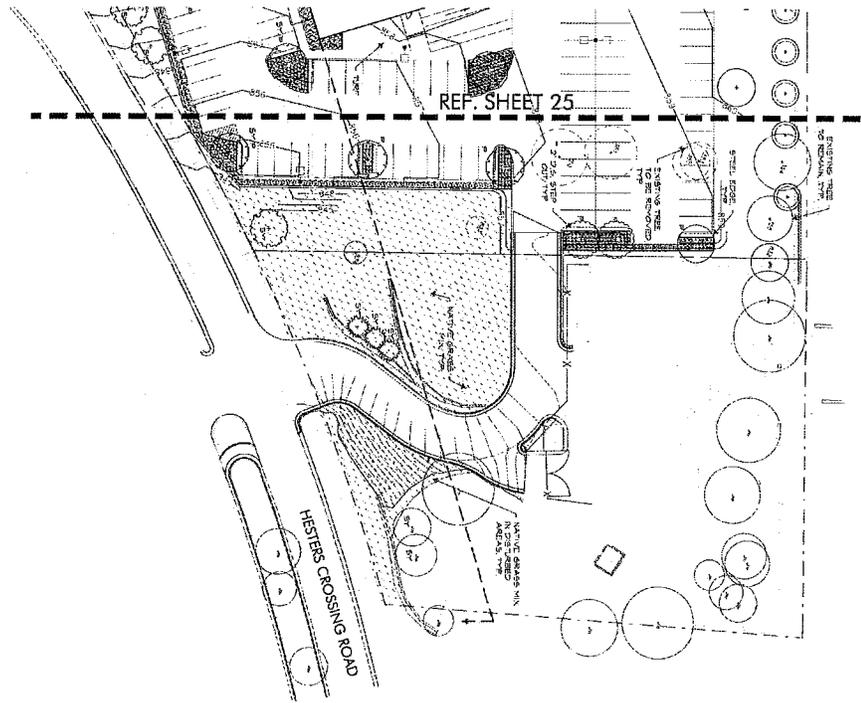
STATE OF TEXAS
 JAMES H. GARCIA
 100000

CHECKED BY: CETH BONNER
 JOB NUMBER: 430-001 ISSUE DATE: 06/27/18
 SHEET: _____

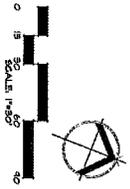
38 OF 40

SSP1508-0004

811
 ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE OF DECLASSIFICATION IS INDEFINITE. AUTHORITY: 50 CFR 17.102 (b) (1) AND 50 CFR 17.102 (b) (2).



SY = STREETYARD TREE
 P = INTERIOR PARKING TREE
 PP = PARKING BUFFER TREE



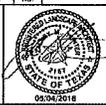
ISSUE TO PERMIT/CONSTRUCTION

OF	DRAWN BY: KS
40	DESIGNED BY: RC
	DA/OC: ZH
	PROJECT NO.: 0108193-00118

MARK IV CAPITAL
 SUMMIT II AT LA FRONTERA
 710 HESTERS CROSSING
 ROUND ROCK, TEXAS

LANDSCAPE PLAN

DATE	NO.	ISSUED SHEET	REVISION	APPROVAL




224 West Sixth Street, Suite 800
 Austin, Texas 78701
 Tel: (512) 223-8001 Fax: (512) 270-0275
 TXREG # F-0226-120618 #7-010620
 Copyright © 2018

EXHIBIT “D”

**Access License
(See Attached)**

TEMPORARY LICENSE TO USE REAL PROPERTY

This TEMPORARY LICENSE TO USE REAL PROPERTY (this "Temporary License") is dated for reference purposes as July 13, 2018 and is made and entered into by and between **M4 LA FRONTERA, LLC**, a Texas limited liability company ("Owner"), and **CITY OF ROUND ROCK, TEXAS**, a Texas home rule municipality ("LICENSEE").

LICENSEE is hereby granted a limited, revocable license to use that certain premises described as a portion of the Summit at La Frontera site located at 810 Hesters Crossing Road, Round Rock, TX 78681 (the "Premises"), as depicted in **Exhibit A** attached hereto and incorporated herein by this reference, for the limited purpose of temporarily accessing LICENSEE's water tower during the construction of improvements by M4 La Frontera II, LLC, to the existing driveway serving such water tower as further described in that certain Development Agreement Regarding Summit II Improvements attached hereto as **Exhibit B** and incorporated herein by this reference, for the period beginning on July 16, 2018 and ending on or before the earlier of (i) September 15, 2018 or (ii) the date upon which Owner provides written notice of termination to Licensee (the "Term"). Only LICENSEE and LICENSEE'S Agents may enter, use or possess the Premises during the Term and only for the aforesaid limited purpose, and LICENSEE may not assign, sublet or license any use of the Premises (or any portion thereof) to any other person(s) for any other purposes whatsoever, without the prior written consent of Owner in each instance, in Owner's sole and absolute discretion. LICENSEE will keep Owner reasonably informed at all times regarding LICENSEE's and LICENSEE'S Agents proposed activities in, on and about the Premises. LICENSEE and LICENSEE'S Agents shall make no alterations or improvements of any kind in or about the Premises, or store any private property, equipment, or vehicles on the Premises overnight, without the prior written consent of Owner, in its sole and absolute discretion. "LICENSEE'S Agents" means Licensee's authorized agents, representatives, consultants, contractors, partners, subsidiaries, affiliates, directors, officers, and employees.

If LICENSEE or LICENSEE'S Agents need assistance entering the Premises or while on the Premises, LICENSEE or LICENSEE'S Agents shall call Tami Caudle at 480-251-4034 or 512-514-0099 to notify Owner, or Shawn Park at 512-632-7458 or Geraldo Rendon at 432-528-9392 to notify Owner's contractor. While LICENSEE or LICENSEE'S Agents are on site at the Premises and outside their vehicles, LICENSEE or LICENSEE'S agents, employees, or contractors shall at all times wear appropriate protection customary for an active construction site, including but not limited to a hard hat, reflective safety vest, and safety glasses (the "Safety Items"). If LICENSEE or LICENSEE'S Agents do not have the Safety Items, LICENSEE or LICENSEE'S Agents shall request such items from Owner upon arrival at the Premises and Owner shall use commercially reasonable efforts to make the Safety Items available to LICENSEE or LICENSEE'S Agents. Notwithstanding the foregoing, LICENSEE or LICENSEE'S Agents shall not access the Premises without wearing the Safety Items.

LICENSEE accepts the Premises "AS IS" and acknowledges that Owner is under no obligation to modify, maintain or repair the Premises for LICENSEE's or LICENSEE'S Agents use. Owner expressly does not warrant the fitness for LICENSEE's or LICENSEE'S Agents use nor the condition of the driveways, drive aisles, other facilities, improvements, parking or appurtenances (as being in good or working condition or as being compliant with the Americans With Disabilities Act and/or any other laws and/or otherwise), and LICENSEE assumes all risks associated with its use of the Premises. LICENSEE acknowledges that Owner and Owner's Agents (as defined below) may require and shall have (for itself and its designees from time to time) access to the Premises at all times to perform inspections, maintenance and/or modifications of the improvements and to access the buildings, parking, driveways, drive aisles, and construction areas on Owner's property. Owner shall make reasonable efforts to minimize interference with LICENSEE's use of the Premises. "Owner's Agents" means Owner's authorized agents, representatives, property managers (whether as agents or independent contractors), consultants, contractors, partners, subsidiaries, affiliates, directors, officers, employees, and tenants and occupants of Owner's property and their respective employees and visitors.

LICENSEE shall owe no rent for its use or possession of the Premises during the Term.

Upon the expiration or earlier termination of this Temporary License, Tenant shall surrender the Premises to Owner in its condition existing as of the beginning of the Term, including but not limited to all personal property of LICENSEE removed and all damages caused to the Premises (or any portion thereof) during the Term fully repaired at LICENSEE's sole cost and expense. In the event that the Premises is not maintained in the condition required above, Owner shall have the right after two (2) business days' notice to perform such maintenance or repairs and have the right to reimbursement from LICENSEE for the cost thereof.

LICENSEE shall provide Owner with a certificate of insurance for not less than \$1,000,000 in liability coverage in form and content acceptable to Owner naming Owner as additional insured, and LICENSEE shall maintain the insurance reflected in such certificate in full force and effect throughout the Term.

To the extent permitted by applicable law, LICENSEE agrees to indemnify, defend, and hold Owner (its officers, representatives, trustors, trustees, beneficiaries, agents, employees, successors and assigns) harmless from any claims, demands, liabilities, causes of action, suits, judgements, damages, losses, claims and expenses (including without limitation attorneys' fees) that result from, arise out of, relate to, or are connected with (i) this Temporary License or LICENSEE's (or LICENSEE'S Agents) use or possession of the Premises; (ii) any injury to or death of any person or persons or damage to or destruction, loss, or loss of use of any property (each, a "Loss") to the extent caused by LICENSEE or LICENSEE'S Agents in its use of the Premises; or (iii) LICENSEE's failure to perform its obligations under this Temporary License. This Temporary License is terminable only with cause, and in any event upon breach of this Temporary License. LICENSEE shall promptly vacate the Premises upon termination of this Temporary License (including without limitation removing all personal property stored therein) or not later than one (1) day after notice of termination of this License from Owner. LICENSEE will comply with any reasonable rules and regulations promulgated by Owner at any time(s) concerning the Premises. In the event LICENSEE fails to timely vacate the Premises and leave the same in the condition required hereunder, LICENSEE acknowledges that it will be liable to Owner for any and all damages caused.

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IN WITNESS WHEREOF, the parties hereto have caused this Temporary License to be duly executed by their duly authorized representatives as of the date first written above.

LICENSEE:
CITY OF ROUND ROCK, TEXAS,
a Texas home rule municipality

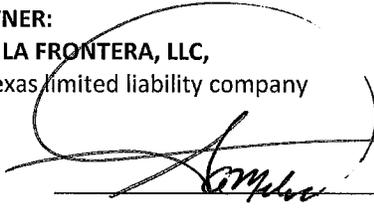
By: _____

Name: _____

Title: _____

Date: _____

OWNER:
M4 LA FRONTERA, LLC,
a Texas limited liability company

By:  _____

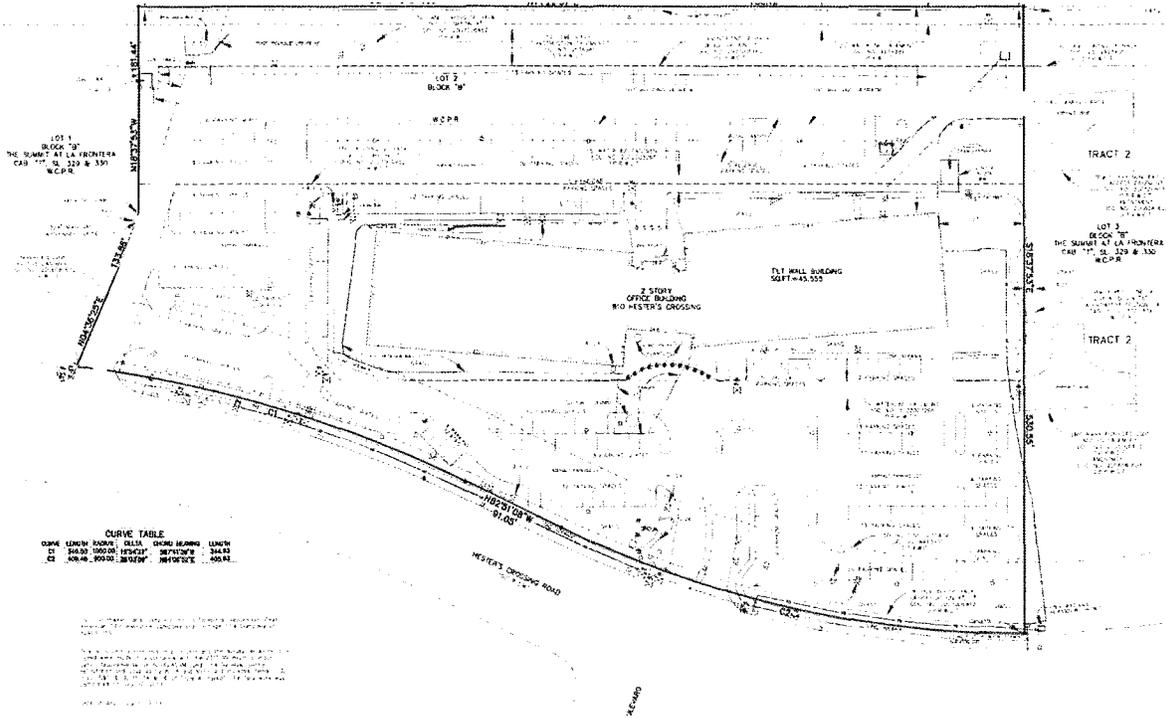
Name: Stephen A. Metzger

Title: Chief Operating Officer

Date: 7-20-18

EXHIBIT A

DESCRIPTION OF THE PREMISES



- The Premises is depicted by the yellow shaded area in the above diagram.

EXHIBIT B

DEVELOPMENT AGREEMENT REGARDING SUMMIT II IMPROVEMENTS

(See Attached)

TEMPORARY LICENSE TO USE REAL PROPERTY

This TEMPORARY LICENSE TO USE REAL PROPERTY (this "Temporary License") is dated for reference purposes as July 13, 2018 and is made and entered into by and between **M4 LA FRONTERA II, LLC**, a Texas limited liability company ("Owner"), and **CITY OF ROUND ROCK, TEXAS**, a Texas home rule municipality ("LICENSEE").

LICENSEE is hereby granted a limited, revocable license to use that certain premises described as a portion of the Summit II at La Frontera site located at 710 Hesters Crossing Road, Round Rock, TX 78681 (the "Premises"), as depicted in **Exhibit A** attached hereto and incorporated herein by this reference, for the limited purpose of temporarily accessing LICENSEE's water tower during the construction of improvements by Owner to the existing driveway serving such water tower as further described in that certain Development Agreement Regarding Summit II Improvements attached hereto as **Exhibit B** and incorporated herein by this reference, for the period beginning on July 16, 2018 and ending on or before the earlier of (i) September 15, 2018 or (ii) the date upon which Owner provides written notice of termination to Licensee (the "Term"). Only LICENSEE and LICENSEE'S Agents may enter, use or possess the Premises during the Term and only for the aforesaid limited purpose, and LICENSEE may not assign, sublet or license any use of the Premises (or any portion thereof) to any other person(s) for any other purposes whatsoever, without the prior written consent of Owner in each instance, in Owner's sole and absolute discretion. LICENSEE will keep Owner reasonably informed at all times regarding LICENSEE's and LICENSEE'S Agents proposed activities in, on and about the Premises. LICENSEE and LICENSEE'S Agents shall make no alterations or improvements of any kind in or about the Premises, or store any private property, equipment, or vehicles on the Premises overnight, without the prior written consent of Owner, in its sole and absolute discretion. "LICENSEE'S Agents" means Licensee's authorized agents, representatives, consultants, contractors, partners, subsidiaries, affiliates, directors, officers, and employees.

If LICENSEE or LICENSEE'S Agents need assistance entering the Premises or while on the Premises, LICENSEE or LICENSEE'S Agents shall call Tami Caudle at 480-251-4034 or 512-514-0099 to notify Owner, or Shawn Park at 512-632-7458 or Geraldo Rendon at 432-528-9392 to notify Owner's contractor. While LICENSEE or LICENSEE'S Agents are on site at the Premises and outside their vehicles, LICENSEE or LICENSEE's agents, employees, or contractors shall at all times wear appropriate protection customary for an active construction site, including but not limited to a hard hat, reflective safety vest, and safety glasses (the "Safety Items"). If LICENSEE or LICENSEE'S Agents do not have the Safety Items, LICENSEE or LICENSEE'S Agents shall request such items from Owner upon arrival at the Premises and Owner shall use commercially reasonable efforts to make the Safety Items available to LICENSEE or LICENSEE'S Agents. Notwithstanding the foregoing, LICENSEE or LICENSEE'S Agents shall not access the Premises without wearing the Safety Items.

LICENSEE accepts the Premises "AS IS" and acknowledges that Owner is under no obligation to modify, maintain or repair the Premises for LICENSEE's or LICENSEE'S Agents use. Owner expressly does not warrant the fitness for LICENSEE's or LICENSEE'S Agents use nor the condition of the driveways, drive aisles, other facilities, improvements, parking or appurtenances (as being in good or working condition or as being compliant with the Americans With Disabilities Act and/or any other laws and/or otherwise), and LICENSEE assumes all risks associated with its use of the Premises. LICENSEE acknowledges that Owner and Owner's Agents (as defined below) may require and shall have (for itself and its designees from time to time) access to the Premises at all times to perform inspections, maintenance and/or modifications of the improvements and to access the buildings, parking, driveways, drive aisles, and construction areas on Owner's property. Owner shall make reasonable efforts to minimize interference with LICENSEE's use of the Premises. "Owner's Agents" means Owner's authorized agents, representatives, property managers (whether as agents or independent contractors), consultants, contractors, partners, subsidiaries, affiliates, directors, officers, employees, and tenants and occupants of Owner's property and their respective employees and visitors.

LICENSEE shall owe no rent for its use or possession of the Premises during the Term.

Upon the expiration or earlier termination of this Temporary License, Tenant shall surrender the Premises to Owner in its condition existing as of the beginning of the Term, including but not limited to all personal property of LICENSEE removed and all damages caused to the Premises (or any portion thereof) during the Term fully repaired at LICENSEE's sole cost and expense. In the event that the Premises is not maintained in the condition required above, Owner shall have the right after two (2) business days' notice to perform such maintenance or repairs and have the right to reimbursement from LICENSEE for the cost thereof.

LICENSEE shall provide Owner with a certificate of insurance for not less than \$1,000,000 in liability coverage in form and content acceptable to Owner naming Owner as additional insured, and LICENSEE shall maintain the insurance reflected in such certificate in full force and effect throughout the Term.

To the extent permitted by applicable law, LICENSEE agrees to indemnify, defend, and hold Owner (its officers, representatives, trustors, trustees, beneficiaries, agents, employees, successors and assigns) harmless from any claims, demands, liabilities, causes of action, suits, judgements, damages, losses, claims and expenses (including without limitation attorneys' fees) that result from, arise out of, relate to, or are connected with (i) this Temporary License or LICENSEE's (or LICENSEE'S Agents) use or possession of the Premises; (ii) any injury to or death of any person or persons or damage to or destruction, loss, or loss of use of any property (each, a "Loss") to the extent caused by LICENSEE or LICENSEE'S Agents in its use of the Premises; or (iii) LICENSEE's failure to perform its obligations under this Temporary License. This Temporary License is terminable only with cause, and in any event upon breach of this Temporary License. LICENSEE shall promptly vacate the Premises upon termination of this Temporary License (including without limitation removing all personal property stored therein) or not later than one (1) day after notice of termination of this License from Owner. LICENSEE will comply with any reasonable rules and regulations promulgated by Owner at any time(s) concerning the Premises. In the event LICENSEE fails to timely vacate the Premises and leave the same in the condition required hereunder, LICENSEE acknowledges that it will be liable to Owner for any and all damages caused.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Temporary License to be duly executed by their duly authorized representatives as of the date first written above.

LICENSEE:
CITY OF ROUND ROCK, TEXAS,
a Texas home rule municipality

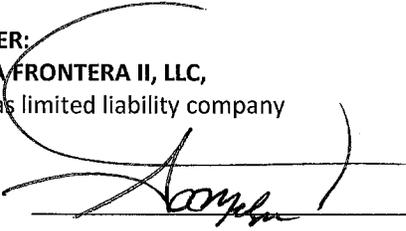
By: _____

Name: _____

Title: _____

Date: _____

OWNER:
M4 LA FRONTERA II, LLC,
a Texas limited liability company

By:  _____

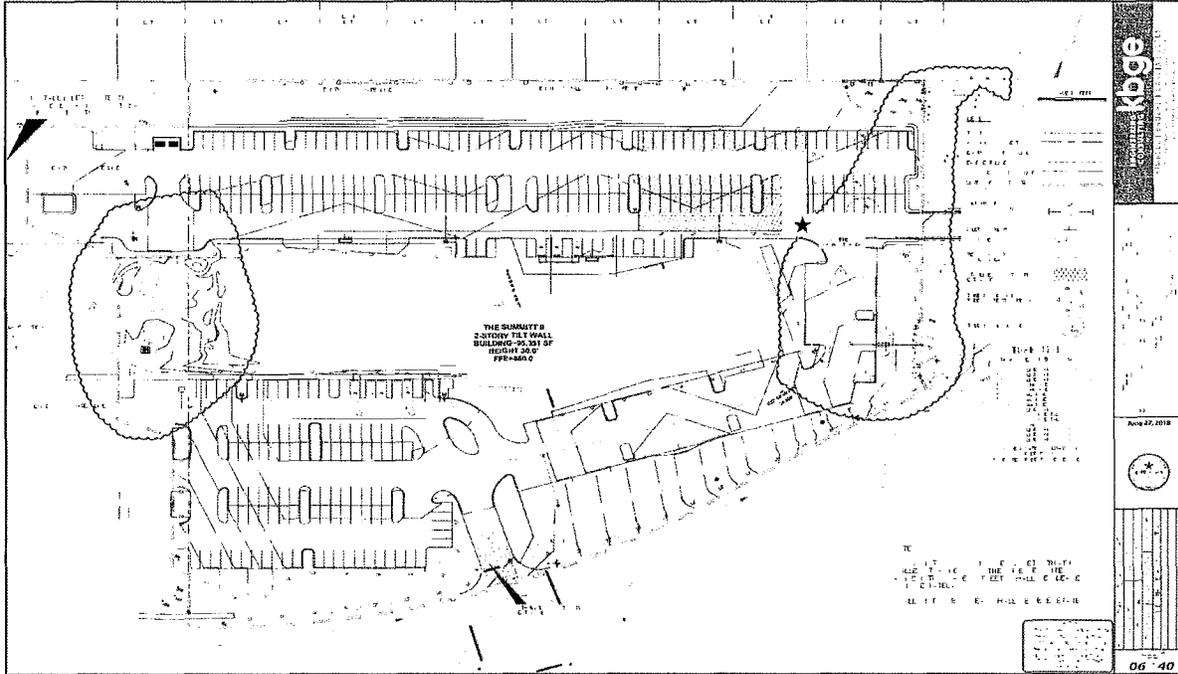
Name: Stephen A. Metzger

Title: Chief Operating Officer

Date: 7-20-18

EXHIBIT A

DESCRIPTION OF THE PREMISES



- The Premises is depicted by the yellow shaded area in the above diagram.
- The red star in the above diagram depicts the location of a gate between Owner's property and LICENSEE's property. Such gate will be locked with a combination lock provided by LICENSEE. The combination of the lock will be provided by LICENSEE to Owner.

EXHIBIT B

DEVELOPMENT AGREEMENT REGARDING SUMMIT II IMPROVEMENTS

(See Attached)

EXHIBIT "E"

**Access Easement
(See Attached)**

(such driveway improvements and landscaping referred to collectively herein as the "Driveway Improvements").

- (b) GRANTEE shall promptly repair (at GRANTEE's sole cost) any damage to the City Property caused by GRANTEE or its Permitted Users during their use of the Easement Area;
- (c) GRANTEE shall perform, at its sole cost and expense, maintenance, operation, management, restoration and normal repair and replacement of all Driveway Improvements located within the Easement Area (collectively, the "Grantee Maintenance Obligations"). GRANTEE shall perform the Grantee Maintenance Obligations in a commercially reasonable manner and in at least the same standard and quality as GRANTEE maintains the remainder of the drives and parking areas on the Summit II Property. In the event GRANTEE fails to satisfy the Grantee Maintenance Obligations, GRANTOR may provide written notice to GRANTEE of such failure, and GRANTEE shall proceed to cure any such failure as soon as reasonably practicable but in no event more than thirty (30) days following receipt of written notice thereof from GRANTOR (or as soon as possible if in the event of an emergency, or, if such Grantee Maintenance Obligations cannot reasonably be fulfilled in said thirty (30) days, then such additional time as may be reasonably required provided GRANTEE commences such cure within the initial thirty (30) day period and thereafter diligently pursues completion of same). In the event GRANTEE fails to perform the Grantee Maintenance Obligations, and such failure continues after the foregoing cure period, GRANTOR may, at GRANTOR's sole option (without any obligation), perform such Grantee Maintenance Obligations, and GRANTEE shall reimburse GRANTOR for its actual costs in connection with such Grantee Maintenance Obligations within thirty (30) days following GRANTEE's receipt of an invoice therefor from GRANTOR.
- (d) GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS GRANTOR AND ITS OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, AND EXPENSES (INCLUDING ACTUAL REASONABLE ATTORNEYS' FEES) ARISING FROM (1) ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR DAMAGE TO OR THEFT, DESTRUCTION, LOSS, OR LOSS OF USE OF ANY PROPERTY (A "LOSS") TO THE EXTENT CAUSED BY GRANTEE'S OR ITS PERMITTED USER(S)' USE OF THE EASEMENT AREA OR (2) GRANTEE'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THE FOREGOING INDEMNITY SHALL NOT EXTEND TO ANY LOSS CAUSED BY GRANTOR OR ANY OF GRANTOR'S OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS. THIS INDEMNITY PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- (e) GRANTEE shall not undertake, nor shall GRANTEE permit any of GRANTEE's agents, contractors, employees or representatives to undertake, any invasive investigation, drilling or sampling of the soil or groundwater on City Property without the prior written consent of GRANTOR, which consent shall be in GRANTOR's sole discretion. Notwithstanding the foregoing, GRANTOR shall not unreasonably withhold written consent of invasive investigation, drilling, or sampling of the soil or groundwater within the Easement Area to the extent required pursuant to or related to the Grantee Maintenance Obligations.
- (f) GRANTEE shall conduct all activities and rights under this agreement in such a manner so as to not disturb GRANTOR's use of the remainder of the City Property (provided that use by Holder and the Permitted Users of the Easement Area for the purpose described herein and the performance of the Grantee Maintenance Obligations shall not be considered a disturbance of GRANTOR's use of the remainder of the City Property). In the event GRANTEE's use of the Easement Area hereunder disturbs GRANTOR's use of the remainder of the City

Property, GRANTOR may provide written notice to GRANTEE of such disruption, and GRANTEE shall proceed to cease or remediate any activities causing such disturbance as soon as reasonably practicable but in no event less than thirty (30) days following receipt of written notice thereof from GRANTOR.

- (g) In no event shall GRANTEE have any obligation hereunder to maintain, repair or replace those certain fence and gate improvements constructed by GRANTEE in accordance with the Development Agreement (whether or not located in the Easement Area), nor shall GRANTEE have any obligation hereunder to maintain any landscaping adjacent to the Driveway Improvements (other than the landscaping located between the Summit II Property and Driveway Improvements).
- (h) GRANTEE shall have no liability for any Loss caused by GRANTOR or GRANTOR's officers, employees, representatives, agents, vendors, or guests (collectively, the "Grantor Parties") use of the Easement Area or City Property.
- (i) In the event GRANTOR or any Grantor Parties cause Material Damage to the Driveway Improvements, GRANTEE shall promptly notify GRANTOR of such Material Damage, including a description of the damage, how it was caused, and the estimated costs to repair such Material Damage. "Material Damage" shall mean damage to the Driveway Improvements that would cost more than One Thousand Dollars (\$1,000.00) to repair and excludes ordinary wear and tear and damage due to the customary use for vehicular ingress and egress by GRANTOR or Grantor Parties. Within twenty (20) days of receipt of such notice, GRANTOR shall notify GRANTEE as to whether (i) GRANTOR elects to perform the repairs necessary to repair such Material Damage at GRANTOR's sole cost and expense, (ii) GRANTOR elects to reimburse GRANTEE for GRANTEE's costs incurred in repairing such Material Damage, such reimbursement not to exceed the estimated costs set forth in GRANTEE's notice and such reimbursement to be made within thirty (30) days following receipt of an invoice therefore, or (iii) GRANTOR objects to the claim that such Material Damage was caused by GRANTOR or Grantor Parties. In the event GRANTOR timely objects pursuant to subsection (iii) above, GRANTOR and GRANTEE shall submit such claim to an independent third-party mediator in an attempt to resolve such claim, and if such claim is not resolved via mediation, then GRANTOR and GRANTEE shall have all rights at law and in equity for the resolution of such claim.

TO HAVE AND TO HOLD the rights and interests herein described unto GRANTEE, and its successors and assignees, forever, and GRANTOR does hereby bind itself, its successors and assignees, to warrant and forever defend, all and singular, these rights and interests unto GRANTEE, and its successors and assignees, against every person whomsoever lawfully claiming, or to claim same, or any part thereof, by, through or under GRANTOR but not otherwise. The rights, benefits, burdens and obligations of GRANTOR and GRANTEE respectively hereunder are intended to run with the City Property and the Summit II Property respectively, and to bind and inure to the benefit of and be enforceable by and against the respective heirs, successors, assigns, transferees, mortgagees and tenants of GRANTOR and GRANTEE respectively who at any time own the Summit II Property, the City Property, or any portion of or interest in either the Summit II Property or the City Property.

All notices, requests or other communications required or permitted by this Access Easement Agreement shall be in writing and shall be sent by (i) by overnight courier or hand delivery, or (ii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses (or to such other address(es) as GRANTOR and/or GRANTEE, or their respective transferee(s) of the City Property or the Summit II Property, shall specify from time to time in written notice to the other party):

If to GRANTOR:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, Texas 78664
Phone: (512) 218-5401
With copy to:

Stephan L. Sheets
Sheets & Crossfield, PLLC
309 E. Main St.
Round Rock, Texas 78664

If to GRANTEE:

M4 La Frontera II, LLC
c/o Mark IV Capital, Inc.
4450 MacArthur Blvd., Second Floor
Newport Beach, California 92660
Attn: Regional Vice President
With copy to:

M4 La Frontera II, LLC
c/o Mark IV Capital, Inc.
4450 MacArthur Blvd., Second Floor
Newport Beach, California 92660
Attn: Chief Operating Officer

GRANTOR and GRANTEE agree that the obligations of each party shall be subject to force majeure events including, but not limited to, acts of God, war, acts of terrorism, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restrictions, weather conditions, and other acts beyond the applicable party's control.

GRANTOR and GRANTEE agree that all actions to be performed under this Access Easement Agreement are performable in Williamson County, Texas. GRANTOR and GRANTEE agree that this Access Easement Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Access Easement Agreement at a future date shall be made under the laws of the State of Texas with venue being in the state District Court of Williamson County, Texas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

EXECUTED this _____ day of _____, 2018.

GRANTOR:

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

Date Signed: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§
§

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared CRAIG MORGAN, Mayor of the City of Round Rock, a Texas Home Rule Municipality, on behalf of said municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

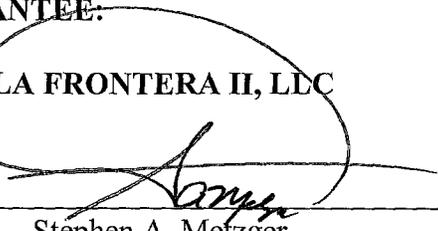
Given under my hand and seal of office on this the ____ day of _____, 2018.

NOTARY PUBLIC in and for the State of
Texas

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE:

M4 LA FRONTERA II, LLC

By: 

Stephen A. Metzger

Its: Chief Operating Officer

Date Signed: 7-20-18

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared _____ (Name), _____ (Title) of M4 La Frontera II, LLC, on behalf of said company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office on this the ____ day of _____, 2018.

NOTARY PUBLIC in and for the State of Texas

see attached

(End)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

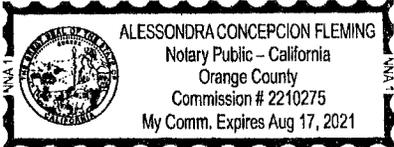
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On July 20, 2018 before me, Alessandra Concepcion Fleming, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stephen A. Metzger
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Alessandra Concepcion Fleming
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

EXHIBIT "A"

**Description of Easement Area (Metes and Bounds)
(See Attached)**

TRACT 1***Surveyor's Legal Description***

Being 6,995 square feet of land situated within the City of Round Rock, Jacob M. Harrell Survey, Abstract Number 284, Williamson County, Texas, being a portion of a parcel of land as described in the deed to the City of Austin recorded in Volume 1429, Page 462 of the Deed Records of Williamson County, Texas (hereafter referred to as the COA Parcel), and being a portion of Lot 5, Block A, La Frontera Section IIIA, as shown on the plat recorded in Cabinet S, Slide 370-374 of the Plat Records of Williamson County, Texas. Said 6,995 square feet of land surveyed on the ground in the month of May, 2018 under the direction and supervision of Robert A. Hansen, Registered Professional Land Surveyor Number 6439 and being more particularly described as follows:

BEGINNING at a found 1/2-inch rebar found at the northwest corner of said Lot 5;

THENCE NORTH 69 degrees 32 minutes 48 seconds EAST, 19.20 feet with the north line of said Lot 5 to a 1/2-inch capped rebar stamped "RPLS 2218" found at a re-entrant corner of said Lot 5;

THENCE NORTH 18 degrees 07 minutes 16 seconds WEST, 1.06 feet with the west line of a parcel of land as described in the deed to the City of Austin recorded in Volume 1429, Page 462 of the Deed Records of Williamson County, Texas (hereafter referred to as the COA Parcel);

THENCE the following eleven (11) calls through the interior of said COA Parcel and said Lot 5:

1. NORTH 68 degrees 52 minutes 08 seconds EAST, 39.65 feet to the beginning of a tangent curve, concave to the south, having a radius of 53.00 feet, and a chord bearing and distance of SOUTH 86 degrees 14 minutes 58 seconds EAST, 44.60 feet;
2. easterly an arc length of 46.03 feet;
3. NORTH 68 degrees 34 minutes 33 seconds EAST, 6.21 feet;
4. NORTH 72 degrees 18 minutes 37 seconds EAST, 22.08 feet to the beginning of a non-tangent curve, concave to the west, having a radius of 51.50 feet, and a chord bearing and distance of SOUTH 01 degree 11 minutes 28 seconds EAST, 26.21 feet;
5. southerly an arc length of 26.50 feet to the beginning of a reverse curve, concave to the east, having a radius of 48.50 feet;
6. southerly an arc length of 20.08 feet;
7. SOUTH 09 degrees 43 minutes 04 seconds EAST, 0.84 feet to the beginning of a non-tangent curve, concave to the west, having a radius of 71.50 feet, and a chord bearing and distance of SOUTH 03 degrees 34 minutes 28 seconds WEST, 31.78 feet;
8. southerly an arc length of 32.04 feet;

9. SOUTH 16 degrees 24 minutes 47 seconds WEST, 24.34 feet to the beginning of a tangent curve, concave to the east, having a radius of 13.00 feet, and a chord bearing and distance of SOUTH 13 degrees 01 minute 14 seconds EAST, 12.78 feet;
10. southerly an arc length of 13.36 feet;
11. SOUTH 42 degrees 27 minutes 16 seconds EAST, 3.91 feet to a point on the northerly right of way line of Hesters Crossing Road, a 100-foot right of way as dedicated on the plat of said La Frontera Section IIIA (from which a 1/2-inch capped rebar stamped "RPLS 2218" bears NORTH 50 degrees 41 minutes 20 seconds EAST, 107.36 feet) being the beginning of a non-tangent curve, concave to the southeast, having a radius of 1050.00 feet, and a chord bearing and distance of SOUTH 46 degrees 37 minutes 51 seconds WEST, 41.32 feet;

THENCE southerly coincident with the northerly curving right of way line of said Hesters Crossing Road an arc length of 41.33 feet to the beginning of a non-tangent curve, concave to the east, having a radius of 54.91 feet, and a chord bearing and distance of NORTH 09 degrees 42 minutes 24 seconds WEST, 42.77 feet;

THENCE the following five (5) calls through the interior of said Lot 5 and said COA Parcel:

1. northerly an arc length of 43.93 feet;
2. NORTH 16 degrees 24 minutes 47 seconds EAST, 34.80 feet to the beginning of a tangent curve, concave to the west, having a radius of 41.50 feet, and a chord bearing and distance of NORTH 03 degrees 34 minutes 28 seconds EAST, 18.44 feet;
3. northerly an arc length of 18.60 feet to the beginning of a compound curve, concave to the southwest, having a radius of 23.00 feet;
4. northwesterly an arc length of 40.89 feet;
5. SOUTH 68 degrees 52 minutes 08 seconds WEST, 59.27 feet to the west line of said Lot 5;

THENCE NORTH 20 degrees 26 minutes 16 seconds WEST, 29.17 feet with the west line of said Lot 5 to the POINT OF BEGINNING, containing 6,995 square feet (0.161 ± acre). The Basis of Bearings for this description is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, Central Zone.



Robert A. Hansen
 Registered Professional
 Land Surveyor, No. 6439
 Email: rhansen@mckimcreed.com
 Date: May 24, 2018
 See attached exhibit of even date.



EXHIBIT "B"

**Description of Easement Area (Diagram)
(See Attached)**

LEGEND

- FOUND 1/2" IRON ROD W/CAP
STAMPED "RPLS 2218"
UNLESS OTHERWISE NOTED
- △ CALCULATED POINT
- R.O.W. RIGHT-OF-WAY

GRANDE COMMUNICATIONS NETWORKS, INC.
(CALLED 0.074 ACRE)
DOCUMENT NUMBER 2003055821
O.P.R.W.C.T

CITY OF ROUND ROCK
VOLUME 1429, PAGE 462
D.R.W.C.T

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	46.03'	53.00'	49°45'47"	S 86°14'58" E	44.60'
C2	26.50'	51.50'	29°29'12"	S 01°11'28" E	26.21'
C3	20.08'	48.50'	23°43'24"	S 01°41'26" W	19.94'
C4	32.04'	71.50'	25°40'39"	S 03°34'28" W	31.78'
C5	13.36'	13.00'	58°52'03"	S 13°01'14" E	12.78'
C6	41.33'	1050.00'	2°15'18"	S 46°37'51" W	41.32'
C7	43.93'	54.91'	45°50'17"	N 09°42'24" W	42.77'
C8	18.60'	41.50'	25°40'39"	N 03°34'28" E	18.44'
C9	40.89'	23.00'	101°52'00"	N 60°11'52" W	35.71'
C10	107.40'	1050.00'	5°51'38"	N 50°41'20" E	107.36'

P.O.B.
1/2" IRON
ROD FOUND

0.161 ACRES
(6,995 SQ. FT.)

LOT 3, BLOCK B
(CALLED 6.630 ACRE)
CABINET T, SLIDES 329-330
P.R.W.C.T

LOT 5, BLOCK A
(CALLED 0.30 ACRE)
DEDICATED TO THE CITY OF
ROUND ROCK FOR PUBLIC UTILITIES
CABINET S, SLIDES 370-374
P.R.W.C.T

HESTERS CROSSING ROAD
(100' R.O.W.)
CABINET S, SLIDES 370-374
P.R.W.C.T

LINE	BEARING	DISTANCE
L1	N 69°32'48" E	19.20'
L2	N 18°07'16" W	1.06'
L3	N 68°52'08" E	39.65'
L4	N 68°34'33" E	6.21'
L5	N 72°18'37" E	22.08'
L6	S 09°43'04" E	0.84'
L7	S 16°24'47" W	24.34'
L8	S 42°27'16" E	3.91'
L9	N 16°24'47" E	34.80'
L10	S 68°52'08" W	59.27'
L11	N 20°26'16" W	29.17'

NOTES:

- BEARING BASIS: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.
- THIS EXHIBIT IS ACCOMPANIED BY A NARRATIVE METES AND BOUNDS DESCRIPTION.
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS, RIGHTS-OF-WAY OR OTHER RESTRICTIONS THAT ARE NOT SHOWN.
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
- D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

NO PART OR PARTS OF THIS DRAWING MAY BE REPRODUCED OR RE TRANSMITTED IN ANY WAY OR FORM (ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE) WITHOUT THE EXPRESS WRITTEN PERMISSION OF MCKIM & CREED INC.

DRAWING: Z:\06572-0005 Mark IV - La Frontera Easement Exhibit\80-Drawings\SUMMIT_EASEMENT_2018-05-23.dwg
PLOTTED: May 24, 2018 - 2:58pm

TRACT 1
6,995 SQUARE FEET
IN THE JACOB M HARRELL SURVEY,
ABSTRACT NO. 284, ROUND ROCK,
WILLIAMSON COUNTY, TEXAS



MCKIM & CREED
ENGINEERS, SURVEYORS, PLANNERS
8868 RESEARCH BOULEVARD, SUITE 407
AUSTIN, TEXAS 78758
512-916-0224
WWW.MCKIMCREED.COM

TBPLS FIRM REGISTRATION NO. 101776-01

1"=50'	065720005
05-23-2018	
O.D.B.	SUMMIT_EASEMENT

EXHIBIT "C"

City Property

Tract One:

Lot 5, Block A, LA FRONTERA SECTION IIIA, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet S, Slides 370-374 of the Plat Records of Williamson County, Texas and Document No. 2000048386 of the Official Public Records of Williamson County, Texas.

Tract Two:

A tract of land (no acreage cited) conveyed to the City of Round Rock, Texas by instrument of record in Volume 1429, Page 462 of the Official Records of Williamson County, Texas.

(See Attached)

