

“A”

Development Agreement - Summit 2.v7 (final 07.18.2018).docx

(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.

By: _____
Craig Morgan, Mayor

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

5

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

(End)

see attachment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

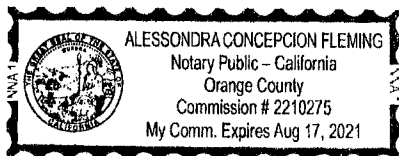
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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"

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)**

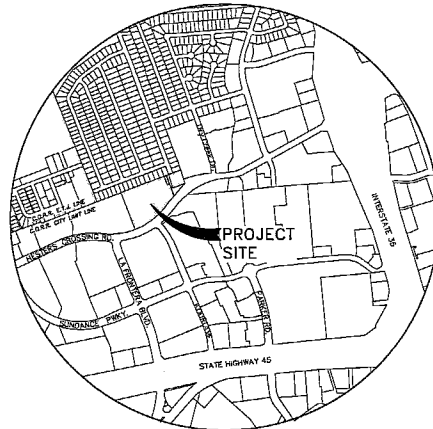
SITE DEVELOPMENT PERMIT FOR THE SUMMIT AT LA FRONTERA 710 HESTERS CROSSING ROUND ROCK, TEXAS 78681

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@cecinc.com

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

LANDSCAPE ARCHITECT: 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		

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.

INDEX OF SHEETS

- COVER SHEET
- FINAL PLAT
- FINAL PLAT
- GENERAL NOTES
- TCOQ 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
- TCOQ NOTES
- EXISTING CONDITIONS
- DEMOLITION PLAN
- EROSION & SEDIMENTATION CONTROL PLAN
- SITE PLAN
- SITE GRADING
- GENERAL DETAILS
- DRIVEWAY TRAFFIC CONTROL DETAILS
- MEDIAN TRAFFIC CONTROL DETAILS
- LANDSCAPE PLAN

WATERSHED STATUS:

- THIS SITE IS LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE PER TCOQ RECHARGE ZONE MAPS. WATER QUALITY MEASURES PROVIDED BY LA FRONTERA WATER QUALITY AND DETENTION POND DRAINAGE IMPROVEMENTS PLANS UNDER THROCC APPROVED WPAI 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 WPAI FILE NO.: 00050502.
- THIS SITE EDWARDS AQUIFER PROTECTION PLAN ID NO.: 1000051.

FLOOD PLAIN 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 3 BLOCK B OF THE SUMMIT AT 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 "01-201".

AT SOUTHWEST CORNER OF INTERSECTION OF HESTERS AVENUE & HESTERS CROSSING; APPROX. 48' EAST OF EAST R.O.M. HESTERS AVE. AND APPROX. 1.3' SOUTH OF SOUTH CURB ALONG HESTERS CROSSING.

ELEVATION: 857.58

DATE: MARCH 08

BENCHMARK: BRASS DISK FOUND IN CONCRETE. CITY OF ROUND ROCK, TEXAS MONUMENT "01-201B".

ELEVATION: 854.10

DATE: MARCH 08

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	203,736 SF
TOTAL AREA OF DISTURBANCE	328,442 SF

TCOQ WPAI/SCS # 11000051

FULL SUBMITTAL DATE

RECORDED FINAL PLAT DOC. NO. 2001001167

UTILITY BILLING NO.

METER SERIAL NO.



Kimbell, Bruhl, Garcia, Iestes

Principal Engineers, State License #101,000,051

Principal Engineer, State License #101,000,051

Principal Engineer, State License #101,000,051

Principal Engineer, State License #101,000,051

SUBMITTED BY:

JENNIFER M. GARCIA, P.E.

KBGE
105 WEST RIVERSIDE DRIVE, STE 110
AUSTIN, TEXAS 78704
(512) 439-0400

6/27/2018
DATE

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

SITE PLAN RELEASE NOTES:

1. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEASED SITE PLAN. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE SITE PLAN REVISION AND APPROVAL BY THE CITY OF ROUND ROCK.
2. APPROVAL OF THIS SITE PLAN DOES NOT INCLUDE BUILDING DEPT. APPROVAL OR FIRE CODE APPROVAL FOR BUILDING PERMITS.
3. ALL WORK MUST COMPLY WITH THE REQUIREMENTS OF THE HIGH DRAINAGE AND ZONING ORDINANCES AND OTHER APPLICABLE ORDINANCES.
4. THE OWNER IS RESPONSIBLE FOR ALL COST OF RELOCATION OR CHANGE TO UTILITIES.
5. ADDITIONAL ELECTRIC FACILITIES MAY BE REQUIRED AT A LATER DATE.
6. A SITE DEVELOPMENT PERMIT MUST BE ISSUED PRIOR TO AN APPLICATION FOR BUILDING PERMIT.
7. PAVING WILL CONFORM TO THE FOLLOWING CITY OF ROUND ROCK STANDARDS:

STANDARD: 5.0' x 15.0' (MIN.)
HYDROPLAN: 5.0' x 15.0' (MIN.)

8. FACILITY TO BE USED FOR OFFICE.
9. ELECTRIC UTILITY PROVIDER HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE EXTENT NECESSARY TO KEEP THE EXISTING CLEAR. ELECTRIC UTILITY PROVIDER WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH THE CITY OF ROUND ROCK REGULATIONS/ORDINANCES.

10. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE ELECTRIC UTILITY PROVIDER WITH ANY EXISTING AND/OR ACCESS REQUIRED, IN ADDITION TO THESE INCENTIVES FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EXISTING AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH THE CITY OF ROUND ROCK CODES.
11. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INTERFERING TREES, SHRUBBERY AND OTHER OBSTRUCTIONS TO THE CONTAINMENT OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE THE ELECTRIC UTILITY PROVIDER'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
12. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF ROUND ROCK RULES AND REGULATIONS AND TEXAS STATE LAW PERTAINING TO CLEARANCES WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD POWER LINES AND EQUIPMENT. ELECTRIC SERVICE PROVIDER WILL NOT REMOVE ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCES WILL BE CHARGED TO THE OWNER.
13. ANY RELOCATION OF ELECTRIC UTILITIES SHALL BE AT LANDOWNER/DEVELOPER'S EXPENSE.

FIRE PREVENTION

1. THE ROUND ROCK FIRE DEPARTMENT REQUIRES ASHTRAY OR CONCRETE INDICATOR PRIOR TO CONSTRUCTION ON ALL "ALL WEATHER" GROUND SURFACE, OR ACCEPTABLE ALTERNATIVE METHOD.
2. HYDRANTS MUST BE INSTALLED WITHIN THE CENTER OF THE 4.5-INCH OPENING AT LEAST 12 INCHES FROM THE CURB. THE 4.5-INCH OPENING MUST FACE THE DRIVEWAY OR STREET WITH 2"-3" EXIST. REMOVAL FROM THE BACK OF CURB/PAVEMENT. NO OBSTRUCTION IS ALLOWED WITHIN 12" OF THE 4.5-INCH OPENING. THE 4.5-INCH OPENING MUST BE TOTALLY UNOBSTRUCTED FROM THE STREET.
3. TIMING OF INSTALLATION: WHEN FIRE PROTECTION FACILITIES ARE INSTALLED BY THE AVAILABLE, SUCH FACILITIES INCLUDE ALL SURFACE ACCESS ROADS WHICH SHALL BE INSTALLED AND MADE AVAILABLE PRIOR TO ANY CONSTRUCTION. WHEN CONSTRUCTION BEGINS, WHEN ALTERNATE METHODS OF PROTECTION ARE PROVIDED, AS APPROVED BY THE FIRE CHIEF, THE ABOVE MAY BE MODIFIED OR WAIVED.
4. ALL PERMITS/RECORDING PAVING SHALL BE ENGINEERED AND INSTALLED FOR 150 PSI. USE VEHICLE LINES. ANY FURNISHED PAVING SHALL BE INSTALLED WITHIN 10' OF ANY BUILDING MUST BE APPROVED BY THE FIRE DEPARTMENT.
5. CONCRETE, CEMENTS AND CONCRETE WITH AN MINIMUM DENSITY OF 135 CUBIC YARDS OR GREATER SHALL NOT BE STORED OR PLACED WITHIN 10' OF OPENINGS, COMBUSTIBLE WALLS, OR COMBUSTIBLE DRAIN LINES.
6. FIRE LINES DESIGNATED ON SITE PLAN SHALL BE REGISTERED WITH CITY ROUND ROCK FIRE MARSHAL'S OFFICE AND INSPECTED FOR FINAL APPROVAL.
7. VERTICAL CLEARANCE FOR FIRE APPARATUS IS 14'0" FOR FULL WIDTH OF ACCESS DRIVE.
8. ESTABLISH FIRE ZONES AS SHOWN ON SITE PLAN TO BE INSTALLED PER THE CITY OF ROUND ROCK DETAILS.

UNLESS OTHERWISE NOTED:

1. ALL PRIVATE WATER AND WASTEWATER LINES WILL COMPLY WITH THE UNIFORM PLUMBING CODE.
2. ALL PRIVATE FIRE SPRINKLER LINES WILL COMPLY WITH NFPA-24 REQUIREMENTS.
3. ALL WATER AND WASTEWATER LINES IN CITY ROW AND EXISTENTS WILL MEET THE CITY ROUND ROCK WATER AND WASTEWATER DEPARTMENT CRITERIA AT A MINIMUM.
4. THE TOP OF PROPOSED MANHOLES SHALL MATCH THE FINISHED GRADE ELEVATIONS.
5. SEE MECHANICAL FOR EXACT LOCATION OF WATER AND WASTEWATER ELEVATIONS.
6. ALL BACKFLOW DEVICES WILL CARRY A MANUFACTURER RATING NOT TO EXCEED A 7 PSI PRESSURE DROP THROUGH BACKFLOW DEVICE.
7. ALL BACKFLOW DEVICES WILL BE LOCATED WITHIN THE BUILDING SHEL, UNLESS SHOWN OTHERWISE.
8. STAFF EXPOSED ALL WATER LINES THAT CROSS WITHIN 1.5 FEET OF WASTEWATER OR STORM WATER DRAINAGE LINES.
9. CITY MAINTENANCE ENDS AT THE EDGE OF DRAINAGE.
10. PROVIDE CLEAN-OUTS ON WASTEWATER LINE PER CITY OF ROUND ROCK STANDARDS (N/A, LOT).
11. EXTEND ALL EXISTING UTILITY MANHOLES, BOXES, COVERS, ETC. TO PROPOSED FINISH GRADE, UNLESS APPROVED OTHERWISE.
12. ANY TEMPORARY SHOULDER STODDLE MUST BE LOCATED WITHIN THE PROPOSED PARKING AREAS OUTSIDE OF ANY TREE PROTECTION. ALL EXCESS MATERIAL WILL BE DISPOSED OF OFF SITE. CONTRACTOR SHALL NOT DISPOSE OF SURPLUS MATERIAL FROM THE SITE WITHOUT NOTING THE DISPOSITION AS SHOWN PRIOR TO THE REMOVAL. THIS INFORMATION SHALL INCLUDE THE DISPOSAL LOCATION.
13. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ANY AND ALL EXISTING BUILDINGS/STRUCTURES ON SITE AND UTILITY RELOCATION WORK.

SEQUENCE OF CONSTRUCTION:

1. TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO BE INSTALLED AS INDICATED ON THE APPROVED SITE PLAN OR SUBDIVISION CONSTRUCTION PLAN.
2. THE ENVIRONMENTAL PROJECT MANAGER OR SITE SUPERVISOR MUST CONTACT THE CITY OF ROUND ROCK CONSTRUCTION INSPECTION DEPARTMENT AT 512-218-2000 - 72 HOURS PRIOR TO THE SCHEDULED DATE OF THE REQUIRED ON-SITE PRECONSTRUCTION MEETING.
3. THE ENVIRONMENTAL PROJECT MANAGER, AND/OR SITE SUPERVISOR, AND/OR DESIGNATED RESPONSIBLE PARTY, AND THE GENERAL CONTRACTOR WILL FOLLOW THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) POSTED ON THE SITE (IF REQUIRED BY TEXAS). TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE REMOVED, IF NEEDED, TO COMPLY WITH CITY INSPECTOR'S DIRECTION, AND REVERSE CONSTRUCTION SCHEDULE RELATIVE TO THE WATER QUALITY PLAN REQUIREMENTS AND THE EROSION PLAN.

4. BEGIN SITE CLEARING/CONSTRUCTION (OR DEMOLITION) ACTIVITIES (0.37 acres of disturbed area). ENGINEER'S ESTIMATE - TO COMPLETION 0-3 MONTHS INTO CONSTRUCTION. CONTRACTOR TO ADJUST SCHEDULE, AS NEEDED, PRIOR TO CONSTRUCTION.
5. TEMPORARY EROSION AND SEDIMENTATION CONTROLS WILL BE INSPECTED AND MAINTAINED IN ACCORDANCE WITH THE SWPPP REQUIREMENTS. ENGINEER'S ESTIMATE - TO COMPLETION 0-3 MONTHS INTO CONSTRUCTION. CONTRACTOR TO ADJUST SCHEDULE, AS NEEDED, PRIOR TO CONSTRUCTION.
6. IF DISTURBED AREA IS NOT TO BE REVEGETED WITHIN 18 MONTHS, DISTURBED AREA NEEDS TO BE STABILIZED BY REVEGETATION, MULCH, TARP OR REVEGETATION MATING.
7. COMPLETE CONSTRUCTION AND SOIL REVEGETATION OF THE SITE AND INSTALLATION OF LANDSCAPING. ENGINEER'S ESTIMATE - TO COMPLETION 8-10 MONTHS INTO CONSTRUCTION. CONTRACTOR TO ADJUST SCHEDULE, AS NEEDED, PRIOR TO CONSTRUCTION.
8. LITRON CONSTRUCTION OF REVEGETATION AND SEDIMENTATION CONTROLS OF A PROJECT SITE. THE CONTRACTOR SHALL SCHEDULE A FINAL INSPECTION WITH THE APPROPRIATE CITY INSPECTOR. ENGINEER'S ESTIMATE - TO COMPLETION 8-10 MONTHS INTO CONSTRUCTION. CONTRACTOR TO ADJUST SCHEDULE, AS NEEDED, PRIOR TO CONSTRUCTION.
9. AFTER A FINAL INSPECTION HAS BEEN CONDUCTED BY THE CITY INSPECTOR AND WITH APPROVAL FROM THE CITY INSPECTOR, REMOVE THE TEMPORARY EROSION AND SEDIMENTATION CONTROLS AND COMPLETE ANY NECESSARY FINAL REVEGETATION RESTORING FROM REMOVAL OF THE CONTROLS. CONDUCT ANY MAINTENANCE AND REHABILITATION OF THE WATER QUALITY POOL OR CONTROLS. ENGINEER'S ESTIMATE - TO COMPLETION 10-12 MONTHS INTO CONSTRUCTION. CONTRACTOR TO ADJUST SCHEDULE, AS NEEDED, PRIOR TO CONSTRUCTION.

EXCEPT AS NOTED OTHERWISE:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR THE CITY OF ROUND ROCK.
2. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE REVEGETED AND GROWN TO DRAIN.
3. ALL EXCESS AND EXCESS MATERIAL SHALL BE REMOVED FROM THE SITE PRIOR TO ACCEPTANCE OF THE PROJECT.
4. ALL FILL MATERIAL PROVIDED SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACING AND COMPACTING. THE PLASTICITY INDEX MUST BE LESS THAN 10.
5. ALL CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS UNLESS OTHERWISE SPECIFIED ON PLANS OR STANDARD DETAILS.
6. ALL REINFORCING STEEL SHALL BE ASTM A615, GRADE 40.
7. LAP ALL BAR SPLICES 24 BAR DIAMETERS OR 24 INCHES.
8. ALL CONCRETE SURFACES SHALL RECEIVE A HEAVY BROOM FINISH.
9. PROVIDE CONCRETE EXPANSION JOINTS AT 40 FEET MAX. O.C. ON ALL RCP RAY.
10. PROVIDE A MINIMUM CLEARANCE OF 3" BETWEEN OUTSIDE OF STEEL AND FACE OF CONCRETE.
11. ALL CONCRETE WORK SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THE LATEST EDITION OF THE ACI MANUAL.
12. ALL EXPOSED CONCRETE FOR CONCRETE WORK SHALL BE CHAMPFERED 1".
13. THE INFORMATION CONTAINED ON THESE DRAWINGS IN REGARDS TO EXISTING UTILITIES, TOPOGRAPHY, CONTROLS, HYDROGRAPHY, OR SUBSURFACE CONDITIONS IS FURNISHED SOLELY AS THE BEST INFORMATION AVAILABLE AT THIS TIME. ITS ACCURACY IS NOT GUARANTEED AND ITS USE IN NO WAY RELIEVES THE CONTRACTOR OF ANY RESPONSIBILITY FOR LOSSES DUE TO ANY INACCURACIES.
14. WHERE DISCREPANCIES EXIST BETWEEN THESE PLANS AND THE GEOGRAPHICAL REPORT, A WRITTEN CLARIFICATION MUST BE OBTAINED BY THE CONTRACTOR, PRIOR TO PROCEEDING WITH CONSTRUCTION.
15. ALL REQUIRED RELOCATIONS OR ALTERATIONS OF TELEPHONE POLES, UNDERGROUND CONDUIT, POWER POLES, AND ANY OTHER FACILITIES SHALL BE DONE BY THIS CONSTRUCTION. THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK WITH THAT OF OTHER CONTRACTORS AND UTILITY COMPANIES SO AS NOT TO DELAY THE PROJECT.
16. THE STANDARD CONSTRUCTION SPECIFICATIONS OF THE CITY OF ROUND ROCK UTILITIES AND ENVIRONMENTAL SERVICES DEPARTMENT SHALL GOVERN MATERIALS AND METHODS USED TO DO THIS WORK. ANY REVISIONS MADE AFTER BEING WILL NOT APPLY UNLESS A CHANGE ORDER IS SECURED IN WRITING.
17. THE CONTRACTOR SHALL NOTIFY THE CITY OF ROUND ROCK INSPECTION DIVISION BEFORE BEGINNING ANY UTILITY CONSTRUCTION IN PUBLIC ROW OR PUBLIC EASEMENT. NO PIPE SHALL BE Laid UNTIL THE ASSIGNED INSPECTOR HAS MET WITH THE CONTRACTOR OR HIS REPRESENTATIVE AT THE PROJECT SITE.
18. THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES FOR EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
19. ALL SLOPES STEEPER THAN 3:1 SHALL BE FACED WITH A NOTIFIED LIMESTONE WALL.
20. ALL TYPICAL COLLECTION FOR THIS SITE WILL BE PERFORMED BY PRIVATE CONTRACTOR HIRED BY THE PROPERTY OWNER.

PAVEMENT CONSTRUCTION SPECIAL NOTE:

1. DURING CONSTRUCTION OF THE PAVEMENT, A GEOLOGICAL ENGINEER MUST BE PRESENT ON SITE TO MONITOR SITE WORK AND CONSTRUCTION SO THAT THE PAVEMENT RECOMMENDATION CAN BE FINALIZED AND SO THAT DEVIATION FROM EXPECTED CONDITIONS CAN BE PROPERLY EVALUATED AND RECOMMENDED BY THE GEOLOGICAL INVESTIGATION PAVEMENT THICKNESS RECOMMENDATIONS REPORT.

CITY OF ROUND ROCK GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ROUND ROCK STANDARD SPECIFICATIONS MANUAL.
2. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL, THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
3. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES OR DEVIATIONS FROM THE PLANS SHOWN IN THE FIELD SHALL BE DISCUSS IMMEDIATELY TO THE ATTENTION OF THE ENGINEER WHO SHALL BE RESPONSIBLE FOR REVISIONS TO THE PLANS OR DISCUSS THE TYPE OF VIOLATION PRIOR TO CONSTRUCTION.
4. MANHOLE FRAMES, COVERS, VALVES, CLEANOUTS, ETC. SHALL BE RAISED TO FINISHED GRADE PRIOR TO FINAL PAVING CONSTRUCTION.
5. THE CONTRACTOR SHALL GIVE THE CITY OF ROUND ROCK 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION. TELEPHONE 512-218-7043 (DEVELOPMENT SERVICES OFFICE).
6. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED AREAS SHALL BE COMPLETED IMMEDIATELY TO THE ATTENTION OF THE CONTRACTOR'S OFFICE. HOWEVER, THE TYPE OF REVEGETATION MUST BE EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE CONSTRUCTION.
7. PRIOR TO ANY CONSTRUCTION, THE ENGINEER SHALL CONDUCT A PRECONSTRUCTION CONFERENCE BETWEEN THE CITY OF ROUND ROCK, HIMSELF, THE CONTRACTOR, OTHER UTILITY COMPANIES, AND AFFECTED PARTIES AND ANY OTHER ENTITY THE CITY OR ENGINEER MAY REQUIRE.

8. THE CONTRACTOR AND THE ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF ROUND ROCK ACCURATE "AS-BUILT" DRAWINGS FOLLOWING COMPLETION OF ALL CONSTRUCTION. THESE "AS-BUILT" DRAWINGS SHALL MEET WITH THE SATISFACTION OF THE ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT PRIOR TO FINAL ACCEPTANCE.
9. THE ROUND ROCK CITY COUNCIL SHALL NOT BE PERMITTED FOR ACCEPTANCE UNTIL ALL NECESSARY EXISTING DOCUMENTS HAVE BEEN SIGNED AND RECORDED.
10. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONTINUE HIS WORK TO WITHIN THE PERMANENT AND ANY TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY ENGINEER.
11. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
12. BENCHMARK BRASS DISK FOUND IN CONCRETE, CITY OF ROUND ROCK, TEXAS MONUMENT 20-001 AT THE SOUTHWEST CORNER OF HOUR AVE. AND HISTORS CROSSING APPROX. 40' EAST OF EAST ROW LINE OF HOUR AVE. AND 1.3' SOUTH OF SOUTH CURB ALONG HISTORS CROSSING. (NAD 83 ELEVATION 2400)

STREET AND DRAINAGE NOTES:

1. ALL TESTING SHALL BE DONE BY AN INDEPENDENT LABORATORY AT THE OWNER'S EXPENSE. ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR. A CITY INSPECTOR SHALL BE PRESENT DURING ALL TESTS. TESTING SHALL BE COORDINATED WITH THE CITY INSPECTOR AND HE SHALL BE GIVEN A MINIMUM OF 24 HOURS NOTICE PRIOR TO ANY TESTING. TELEPHONE 512-218-3241 (INSPECTIONS).
2. BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95% MAXIMUM DENSITY. WITHIN 3" OF TOP OF CURB MATERIAL USED SHALL BE PRIMARILY GRANULAR WITH NO ROCK LARGER THAN 1/2" IN THE GREATEST DIMENSION. THE REMAINING 3" SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR SUSTAINING PLANT LIFE.
3. DEPTH OF COVER FOR ALL CROSSOVER UNDER PAVEMENT INCLUDING GAGE, ELECTRIC, TELEPHONE, CABLE TV, WATER SERVICES, ETC., SHALL BE A MINIMUM OF 20" BELOW SURFACE.
4. STREET RIGHT-OF-WAY SHALL BE GRADED AT A SLOPE OF 1/4" PER FOOT TOWARD THE CURB UNLESS OTHERWISE INDICATED. HOWEVER, IN NO CASE SHALL THE WIDTH OF RIGHT-OF-WAY AT 14" PER FOOT BE LESS THAN 10 FEET UNLESS OTHERWISE INDICATED.
5. ALTERNATE GRADING SCHEME IS MADE TO AND ACCEPTED BY THE CITY OF ROUND ROCK ENGINEERING AND DEVELOPMENT SERVICES DEPARTMENT.
6. BARRICADES BUILT TO CITY OF ROUND ROCK STANDARDS SHALL BE CONSTRUCTED ON ALL DED-NO STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN JOB AND PUBLIC SAFETY.
7. ALL R.C.P. SHALL BE MINIMUM CLASS III.
8. THE SUBGRADE MATERIAL FOR THE STREET SHOWN HEREON WAS TESTED BY TERRACON CONSULTANTS, INC. AND THE PAVING SECTIONS DESIGNED IN ACCORDANCE WITH THE CURRENT CITY OF ROUND ROCK DESIGN CRITERIA. ACCORDING TO TERRACON'S REPORT DATED JANUARY 25, 2016, THE PAVING SECTION OPTIONS ARE TO BE CONSTRUCTED AS FOLLOWS:
10-50% - MEDIAN/HEAVY DUTY

RIGID PAVEMENT SYSTEM			
Component	Material Thickness (inches)		
	PS-3		
Subgrade	7.0	6.0	
Subbase	6.0	5.0	
Base	6.0	5.0	
Surface	1.0	1.0	
Planned Course Type	Subgrade	Subbase	Base

*Other planned course types may be used to construct pavement structure to achieve desired surface finish from the natural base. Alternatively, an optional curved in-situ base (Type A, Code 1-2) could be used.

THE GEOLOGICAL ENGINEER SHALL INSPECT THE SUBGRADE FOR COMPLIANCE WITH THE DESIGN ASSUMPTIONS MADE DURING PREPARATION OF THE SOLE REPORT. ANY ADJUSTMENTS THAT ARE REQUIRED SHALL BE MADE THROUGH REVISION OF THE CONSTRUCTION PLANS.

PAVEMENT DESIGN SHOWN HEREON IS THE DESIGN OF THE OWNER'S GEOLOGICAL CONSULTANT. THE CITY ENGINEER, THE GEOLOGICAL CONSULTANT SHALL RECOMMEND AN APPROPRIATE SUBGRADE STABILIZATION IF NECESSARY. IF NECESSARY, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE STABILIZATION.

SEE SHEET 10 FOR HISTORS CROSSING PAVEMENT SECTION. PROVIDED BY CITY OF ROUND ROCK.

EROSION AND SEDIMENTATION CONTROL NOTES:

1. EROSION CONTROL MEASURES, SITE WORK AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF ROUND ROCK EROSION AND SEDIMENTATION CONTROL ORDINANCE.
2. ALL SLOPES SHALL BE SEEDING OR COVERED WITH APPROVED GRASS, GRASS MIXTURES OR GRASS COVER SUITABLE TO THE AREA AND SEASON IN WHICH THEY ARE APPLIED.
3. SILT FENCES, ROCK BARRIERS, SEDIMENTATION BASINS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DRAINAGE FACILITIES. SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF ROUND ROCK FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED BY THE CITY ENGINEER, IF THEY ARE NEEDED.
4. ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES AND TO REMOVE EACH STRUCTURE AS APPROVED BY THE ENGINEER.
5. ALL WASH, DRIP, ROCKS, CEMENTS, ETC., SPILLED, TRACKED OR OTHERWISE DEPOSITED ON EXISTING PAVED STREETS, DRIVES AND AREAS USED BY THE PUBLIC SHALL BE CLEANED UP IMMEDIATELY.

CONSTRUCTION SUMMARY TABLE (OWNED/MAINTAINED BY CITY OF ROUND ROCK)

PIPE SIZE	WATER		
	TYPE	LENGTH (LF)	VOL (GAL)
-	-	-	-

SIDEWALK	
SIZE	LF
5'	54

PROPOSED FIRE HYDRANTS	
TOTAL	BRAND
-	

VALVES	
SIZE	TOTAL
-	-

DATE

REVISION/DESCRIPTION

BY

CHECKED/INFORMATION

MARK IV

ENGINEERING

CONSULTING

INC.

KIMBELL I BRUEHL I GARCIA I TESTES

GENERAL NOTES

SUMMIT II EASTERN DRIVE

IMPROVEMENTS

SITE DEVELOPMENT PLAN

6/27/2018

STATE OF TEXAS

SETH BOWMAN

10000

CHECKED BY:

SETH BOWMAN

ISSUE DATE:

06/27/18

JOB NUMBER:

420-001

SHEET:

30 of 40

SSP1508-0004

**Texas Commission on Environmental Quality
Water Pollution Abatement Plan
General Construction Notes**

Edwards Aquifer Protection Program Construction Notes – Legal Disclaimer

The following listed "construction notes" are intended to be advisory in nature only and do not constitute an approval or conditional approval by the Executive Director (ED), nor do they constitute a comprehensive listing of rules or conditions to be followed during construction. Further actions may be required to achieve compliance with TCEQ regulations found in Title 30, Texas Administrative Code (TAC), Chapters 213 and 217, as well as local ordinances and regulations providing for the protection of water quality. Additionally, nothing contained in the following listed "construction notes" restricts the powers of the ED, the commission or any other governmental entity to prevent, correct, or curtail activities that result or may result in pollution of the Edwards Aquifer or hydrologically connected surface waters. The holder of any Edwards Aquifer Protection Plan containing "construction notes" is still responsible for compliance with Title 30, TAC, Chapters 213 or any other applicable TCEQ regulation, as well as all conditions of an Edwards Aquifer Protection Plan through all phases of plan implementation. Failure to comply with any condition of the ED's approval, whether or not in contradiction of any "construction notes," is a violation of TCEQ regulations and any violation is subject to administrative rules, orders, and penalties as provided under Title 30, TAC § 213.10 relating to Enforcement. Such violations may also be subject to civil penalties and injunction. The following listed "construction notes" in no way represent an approved exception by the ED to any part of Title 30 TAC, Chapters 213 and 217, or any other TCEQ applicable regulation.

1. A written notice of construction must be submitted to the TCEQ regional office at least 48 hours prior to the start of any regulated activities. This notice must include:
 - the name of the approved project;
 - the activity start date; and
 - the contact information of the prime contractor.
2. All contractors conducting regulated activities associated with this project must be provided with complete copies of the approved Water Pollution Abatement Plan (WPAP) and the TCEQ letter indicating the specific conditions of its approval. During the course of these regulated activities, the contractors are required to keep on-site copies of the approved plan and approval letter.
3. If any sensitive feature(s) (caves, solution cavity, sink hole, etc.) is discovered during construction, all regulated activities near the sensitive feature must be suspended immediately. The appropriate TCEQ regional office must be immediately notified of any sensitive features encountered during construction. Construction activities may not be resumed until the TCEQ has reviewed and approved the appropriate protective measures in order to protect any sensitive feature and the Edwards Aquifer from potentially adverse impacts to water quality.
4. No temporary or permanent hazardous substance storage tank shall be installed within 150 feet of a water supply source, distribution system, well, or sensitive feature.
5. Prior to beginning any construction activity, all temporary erosion and sedimentation (E&S) control measures must be properly installed and maintained in accordance with the approved plans and manufacturers specifications. If inspections indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for site situations. These controls must remain in place until the disturbed areas have been permanently stabilized.
6. Any sediment that escapes the construction site must be collected and properly disposed of before the next rain event to ensure it is not washed into surface streams, sensitive features, etc.
7. Sediment must be removed from the sediment traps or sedimentation basins not later than

when it occupies 50% of the basin's design capacity.

8. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from being discharged offsite.
9. All spoils (excavated material) generated from the project site must be stored on-site with proper E&S controls. For storage or disposal of spoils at another site on the Edwards Aquifer Recharge Zone, the owner of the site must receive approval of a water pollution abatement plan for the placement of fill material or mass grading prior to the placement of spoils at the other site.
10. If portions of the site will have a temporary or permanent cease in construction activity lasting longer than 14 days, soil stabilization in those areas shall be initiated as soon as possible prior to the 14th day of inactivity. If activity will resume prior to the 21st day, stabilization measures are not required. If drought conditions or inclement weather prevent action by the 14th day, stabilization measures shall be initiated as soon as possible.
11. The following records shall be maintained and made available to the TCEQ upon request:
 - the dates when major grading activities occur;
 - the dates when construction activities temporarily or permanently cease on a portion of the site; and
 - the dates when stabilization measures are initiated.
12. The holder of any approved Edwards Aquifer protection plan must notify the appropriate regional office in writing and obtain approval from the executive director prior to initiating any of the following:
 - A. any physical or operational modification of any water pollution abatement structure(s), including but not limited to ponds, dams, berms, sewage treatment plants, and diversionary structures;
 - B. any change in the nature or character of the regulated activity from that which was originally approved or a change which would significantly impact the ability of the plan to prevent pollution of the Edwards Aquifer;
 - C. any development of land previously identified as undeveloped in the original water pollution abatement plan.

Austin Regional Office
12100 Park 35 Circle, Building A
Austin, Texas 78753-1808
Phone (512) 339-2929
Fax (512) 339-3795

San Antonio Regional Office
14250 Judson Road
San Antonio, Texas 78233-4480
Phone (210) 490-3098
Fax (210) 545-4329

THESE GENERAL CONSTRUCTION NOTES MUST BE INCLUDED ON THE CONSTRUCTION PLANS PROVIDED TO THE CONTRACTOR AND ALL SUBCONTRACTORS.

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

TCEQ NOTES

6/27/2018



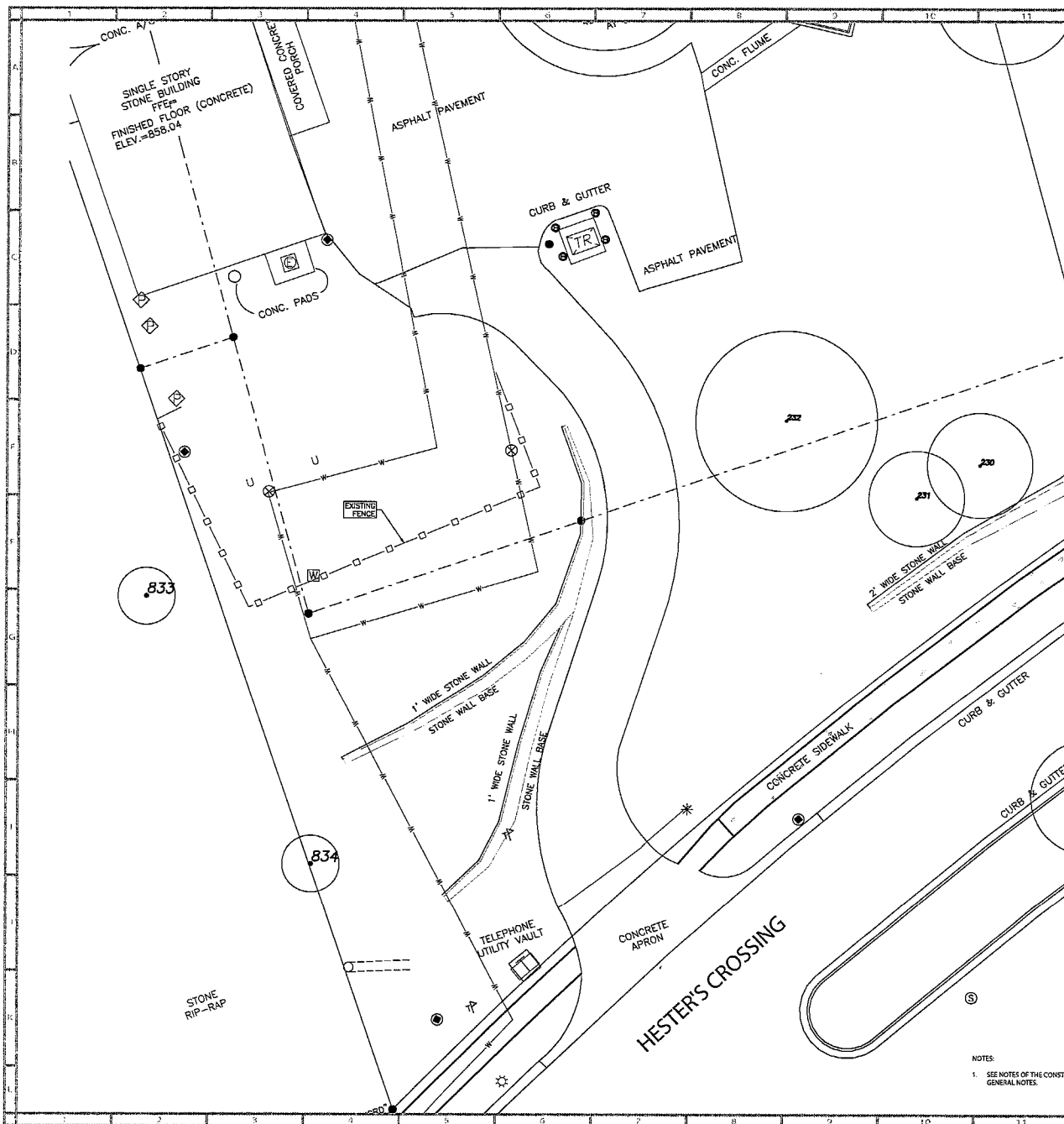
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ISSUE DATE:
06/27/18
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**ENGINEERING
CONSULTING
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KIMBELL BRUEHL GARCIA TESTES

MARK IV



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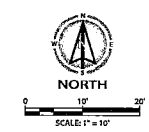
SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND
■	CONCRETE MONUMENT FOUND (TYPE II)
▲	CALCULATED POINT
⊙	ELECTRIC MANHOLE
⊕	ELECTRIC TRANSFORMER
U	EXPOSED PIPE-UNKNOWN UTILITY
☆	LIGHT POLE
⊕	PIN FLAG FOUND FOR BURIED ELECTRIC LINE
⊕	GENERATOR ON CONC. BLOCKS
⊕	WATER METER
⊕	WATER VALVE
⊕	FIRE HYDRANT
⊕	IRRIGATION 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
⊕	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 OF THE CONSTRUCTION SEQUENCE ON THE GENERAL NOTES.



DATE

REVISION/DESCRIPTION

CLIENT INFORMATION

MARK IV

ENGINEERING

CONSULTING

kbge

KIMBELL I BRUEHL I GARCIA I TESTES

SUMMIT II EASTERN DRIVE IMPROVEMENTS

SITE DEVELOPMENT PLAN

EXISTING CONDITIONS

6/27/2018

STATE OF TEXAS

JOHN M. GARCIA

10000

Professional Seal

CHECKED BY:

SETH POWNER

ISSUE DATE:

06/27/18

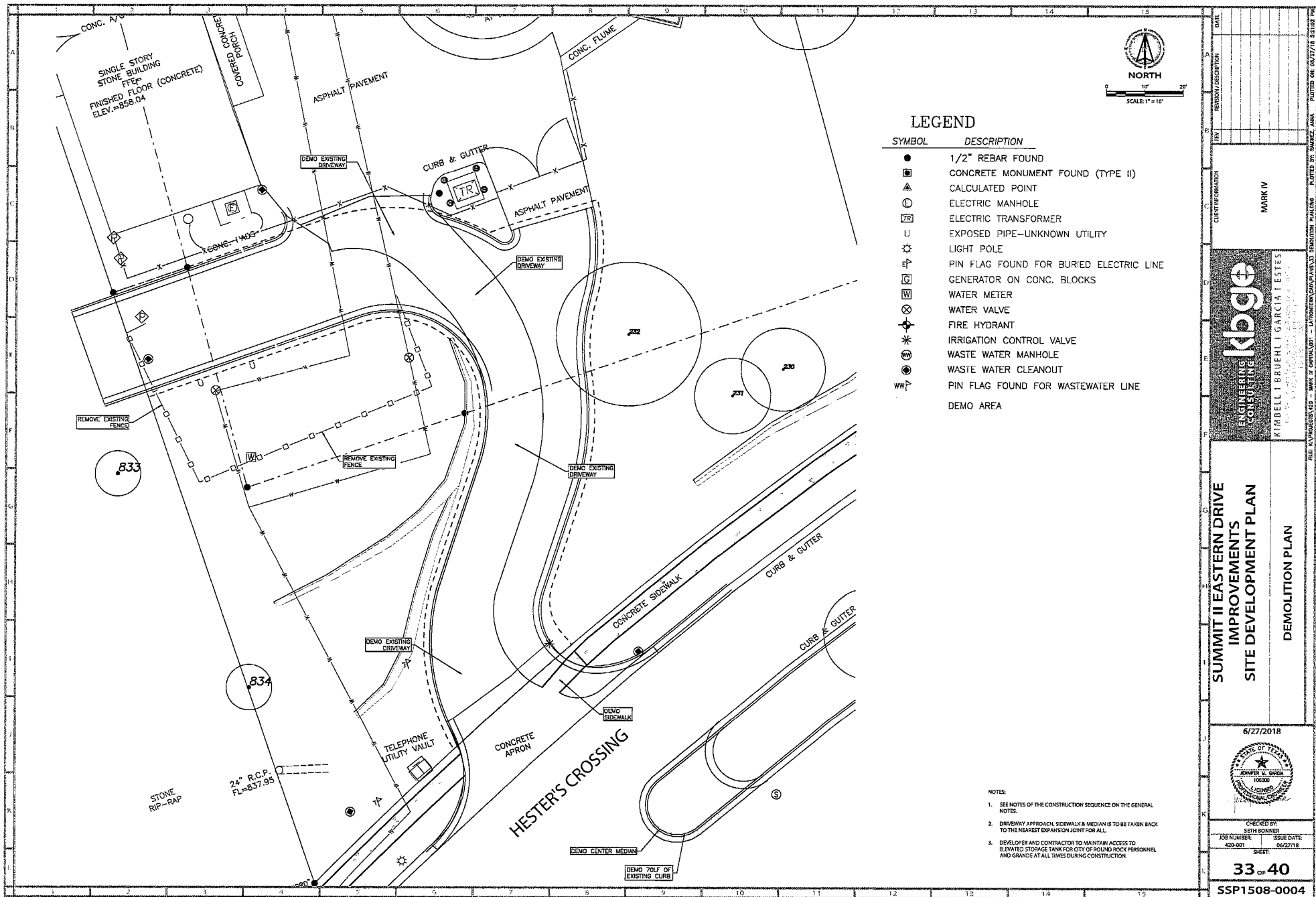
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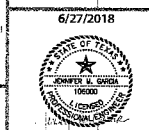
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SYMBOL	DESCRIPTION
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▲	CALCULATED POINT
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⊞	WATER VALVE
⊞	FIRE HYDRANT
⊞	IRRIGATION CONTROL VALVE
⊞	WASTE WATER MANHOLE
⊞	WASTE WATER CLEANOUT
⊞	PIN FLAG FOUND FOR WASTEWATER LINE
⊞	DEMO AREA

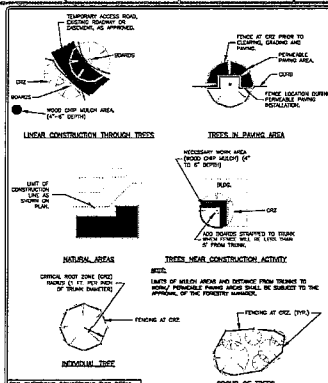
- NOTES:
- SEE NOTES OF THE CONSTRUCTION SEQUENCE ON THE GENERAL NOTES.
 - DRIVEWAY APPROACH, SIDEWALK & MEDIAN IS TO BE TAKEN BACK TO THE NEAREST EXPANSION JOINT FOR ALL.
 - DEVELOPER AND CONTRACTOR TO MAINTAIN ACCESS TO ELEVATED STORAGE TANK FOR CITY OF ROUND ROCK PERSONNEL AND GRANITE AT ALL TIMES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

SUMMIT II EASTERN DRIVE IMPROVEMENTS SITE DEVELOPMENT PLAN

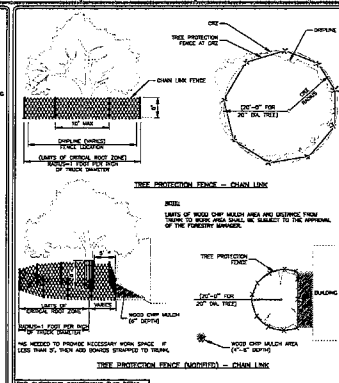
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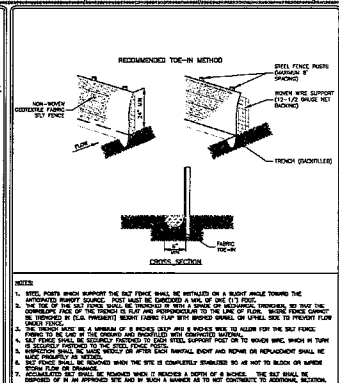
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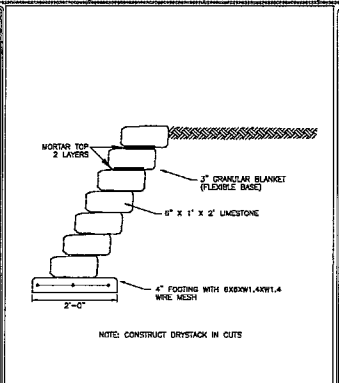
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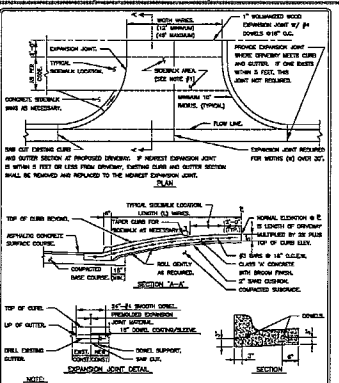
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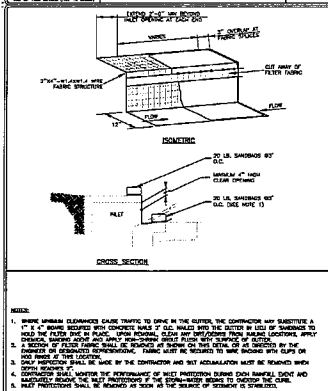
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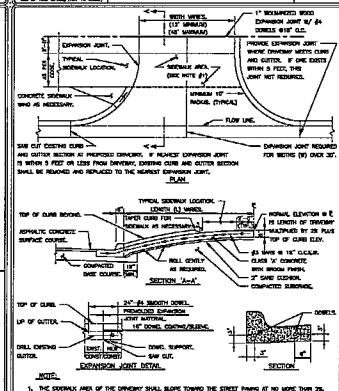
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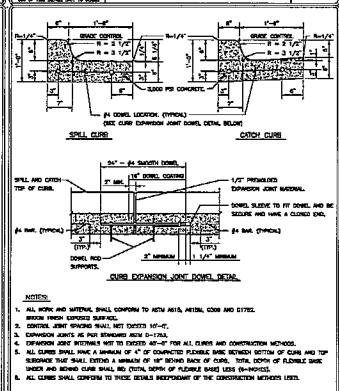
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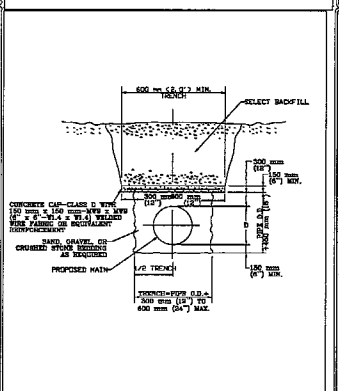
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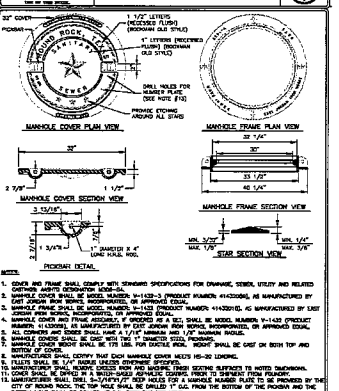
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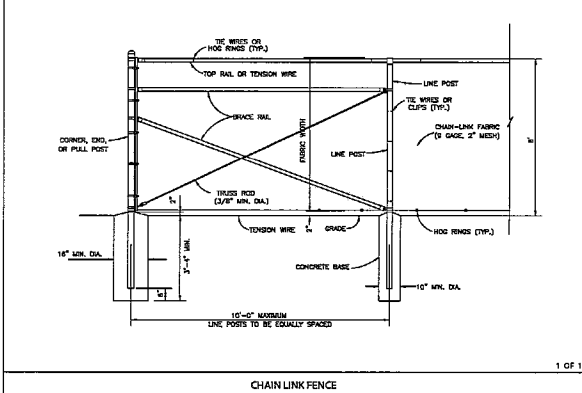
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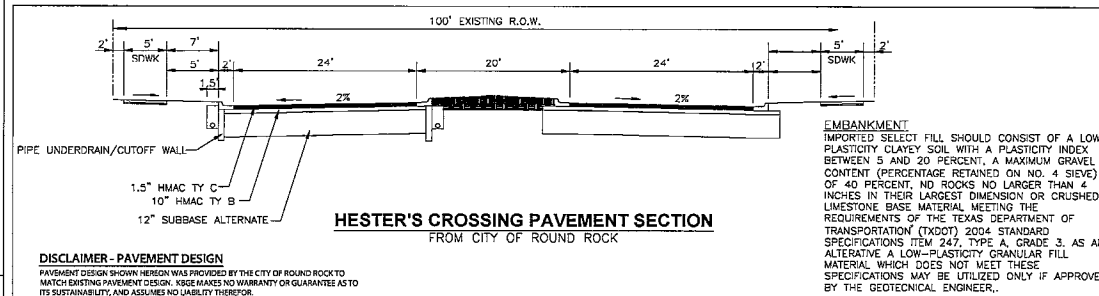
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GENERAL DETAILS

ENGINEERING CONSULTING

Kimbell Ibruehl Garcia & Associates

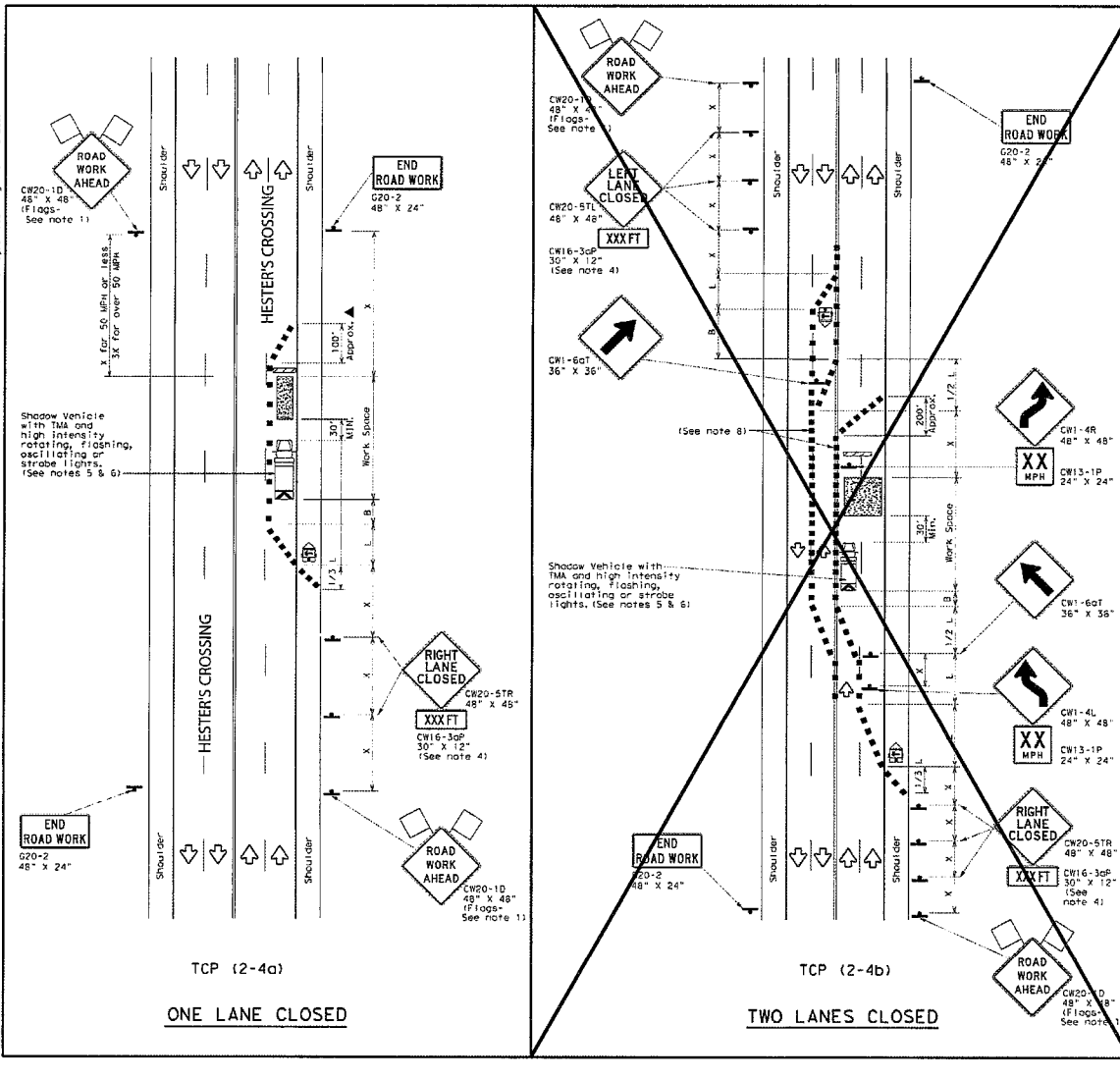
6/27/2018

37 of 40

SSP1508-0004

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". The warranty of any engineering or professional service is limited to the design and construction of the project and does not extend to the use of this standard to other projects or for purposes not intended by the author.

DATE: 6/27/2018
FILE: 1508-0004



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

Posted Speed	Formula	Minimum Detour Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing	Suggested Longitudinal Buffer Space
30	$L = WS$	10' 15' 12' 10'	On a Taper 30' On a Tangent 60'	120'	90'
35		150' 165' 180'	30' 60'	120'	90'
40		205' 225' 245'	30' 60'	150'	120'
45		265' 295' 320'	40' 80'	240'	195'
50		450' 495' 540'	45' 90'	320'	240'
55		550' 605' 660'	55' 110'	500'	295'
60		600' 660' 720'	60' 120'	600'	350'
65		700' 775' 840'	65' 130'	700'	410'
70		750' 825' 900'	75' 150'	900'	475'

* 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 may be omitted when shown otherwise 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 CW16-30P 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-STL "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 sign device spacing is intended for the area of conflicting markings, not the entire work zone.

Texas Department of Transportation		Traffic Operations Division	
TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS			
TCP (2-4) - 18			
File: 1508-0004-18-22P	Date: 6/27/2018	Drawn: 481	Job: 1508-0004
Project: 1508-0004	Revision: 1	Scale: 1"=40'	Sheet: 38 of 40
8-95 3-01	1-97 2-12	4-98 2-18	

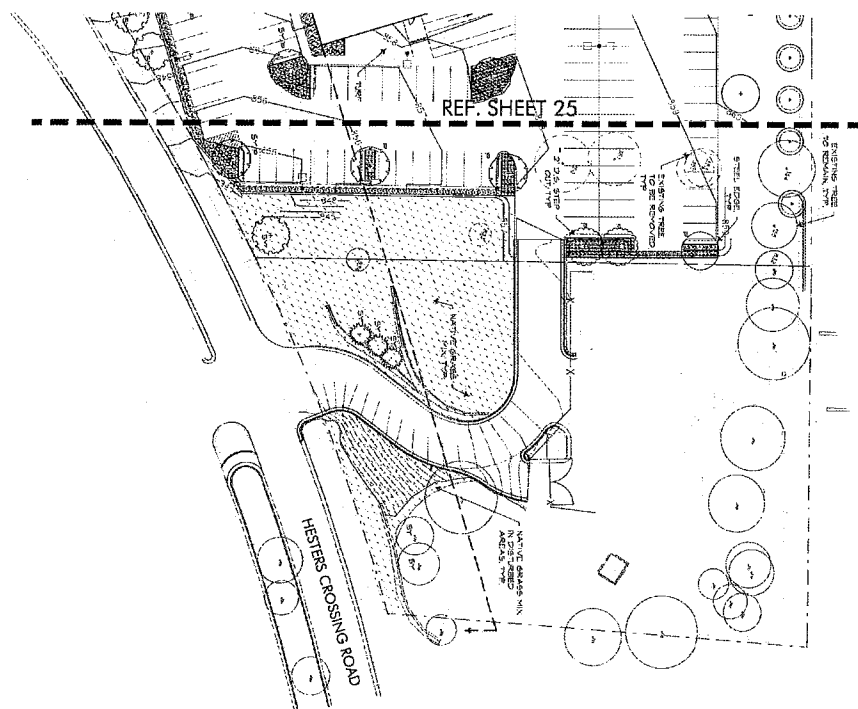
SUMMIT II EASTERN DRIVE
IMPROVEMENTS
SITE DEVELOPMENT PLAN
DRIVEWAY TRAFFIC CONTROL DETAILS



CHECKED BY:
CETH BONNER
JOB NUMBER: 420-001
SHEET: 38 OF 40

ISSUE DATE: 06/27/2018
SSP1508-0004

DATE	REVISION / DESCRIPTION	MARK IV
6/27/2018	ISSUED FOR CONSTRUCTION	



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

AGE	Scale 1	Scale 2	Scale 3	Scale 4	Scale 5
0	~85%	~10%	~3%	~1%	~1%
15	~75%	~15%	~5%	~2%	~1%
30	~65%	~20%	~8%	~3%	~2%
60	~55%	~25%	~12%	~4%	~2%
90	~45%	~30%	~15%	~5%	~3%

ISSUE TO PERMIT/CONSTRUCTION

OF	40
----	----

DRAWN BY:	KS
DESIGNED BY:	RC
QA / QC:	ZH
PROJECT NO.	0108193-30016

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

LANDSCAPE PLAN

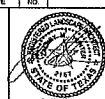


EXHIBIT “D”

**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:  _____

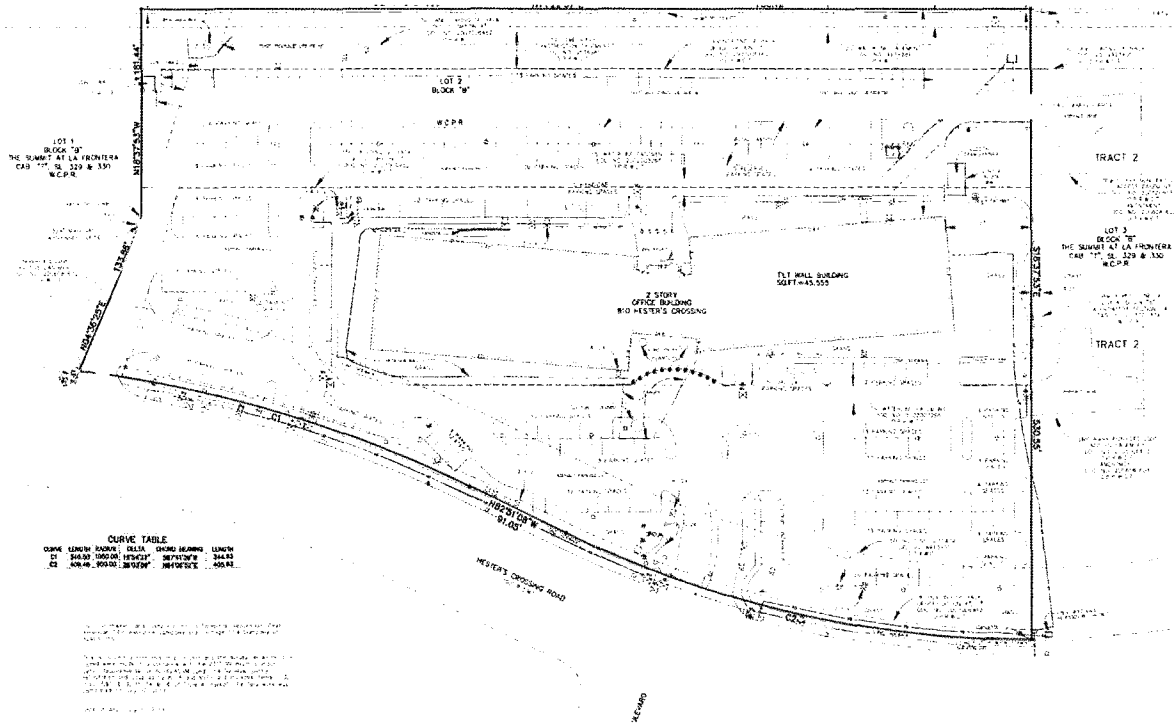
Name: Stephen A. Metzger

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:  _____

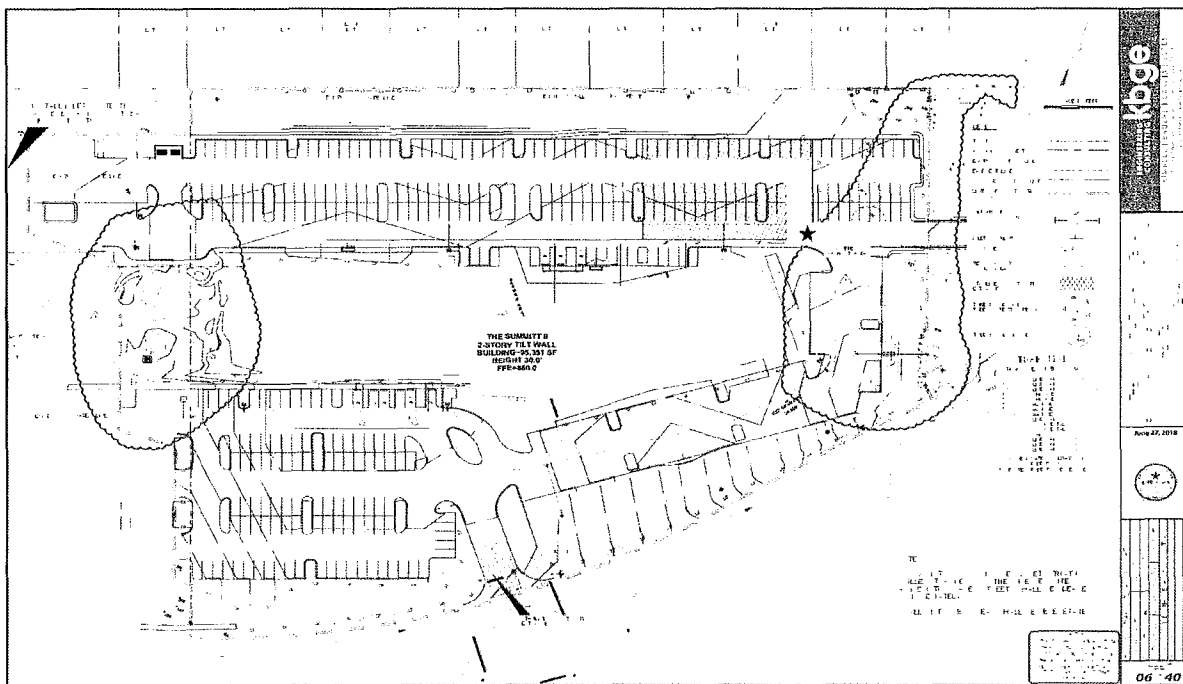
Name: Stephen A. Metzger

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)**

ACCESS EASEMENT AGREEMENT

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

That the **CITY OF ROUND ROCK, TEXAS**, a Texas municipal corporation, "GRANTOR", for and in consideration of the payment of TEN and NO/100 DOLLARS, and other good and valuable consideration, in hand paid to GRANTOR by **M4 LA FRONTERA II, LLC**, a Texas limited liability company, "GRANTEE", the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the said GRANTEE, certain rights and interests in the nature of a perpetual access easement for pedestrian and vehicular ingress and egress to and from the Summit II Property (defined below) and Hesters Crossing Road, on, across and through the following described property:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit "A"** and by diagram in **Exhibit "B"** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

upon, over, and across said Property as herein described, for the benefit of the Summit II Property.

GRANTOR is the owner of the real property located at 650 Hesters Crossing Road, Round Rock, Texas 78681 used for an elevated water storage tank (hereinafter, "City Property"), further described in Exhibit "C" attached hereto and made a part hereof for all purposes. The Easement Area is located on a portion of the City Property.

GRANTEE is the owner of the real property located at 710 Hesters Crossing Road, Round Rock, Texas 78681 known as The Summit at La Frontera (hereinafter, "Summit II Property"), further described in Exhibit "D" attached hereto and made a part hereof for all purposes.

This easement, and the rights and privileges granted by this conveyance, are non-exclusive and appurtenant to the Summit II Property. However, GRANTOR hereby covenants that GRANTOR and GRANTOR's successors and assignees shall not convey any other easement, license, or conflicting right to use the Easement Area or any portion thereof, or otherwise permit the use of the Easement Area, in any manner that will materially interfere with the use for which this easement is granted. This easement is appurtenant to and runs with the title to all or any portion of the Summit II Property, whether or not the easement is referenced or described in any conveyance of all or such portion of the Summit II Property. The easement granted herein (and obligations of GRANTOR hereunder) are for the benefit of and enforceable by GRANTEE and GRANTEE's heirs, successors, assigns, transferees, and mortgagees who at any time own the Summit II Property or any portion of or interest in the Summit II Property (as applicable, the "Holder") and such easement may be used by Holder and its tenants, and their respective employees, agents, representatives, consultants, customers, mortgagees, invitees, permittees and guests ("Permitted Users").

GRANTEE covenants that:

- (a) Following completion of construction of the Driveway Improvements (defined below) by GRANTEE pursuant to that certain Development Agreement Regarding Summit II Improvements by and between GRANTOR and GRANTEE dated of even date herewith (the "Development Agreement"), GRANTEE shall operate, maintain and repair (at GRANTEE's sole cost) those certain driveway improvements and other paved areas located within the Easement Area, as well as any landscaping installed by GRANTEE adjacent to such driveway improvements (only to the extent located between the Summit II Property and such driveway improvements, and not any other landscaping on the City Property)

(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]

[SIGNATURE PAGE FOR ACCESS EASEMENT AGREEMENT, CON'T]

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

(End)

see attached

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.

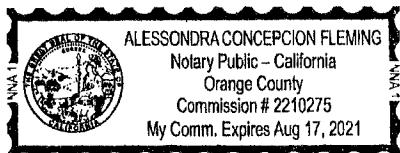
State of California

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

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:

1. BEARING BASIS: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE.
2. THIS EXHIBIT IS ACCOMPANIED BY A NARRATIVE METES AND BOUNDS DESCRIPTION.
3. 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.
4. O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
5. P.R.W.C.T. = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
6. D.R.W.C.T. = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

NO PART OR PARTS OF THIS DRAWING MAY BE REPRODUCED OR RETRANSMITTED 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



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

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)

