

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 6 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between EVEN ROCK, LLC, a Texas limited liability company, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

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

All of that certain 0.301 acre (13,111 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**); and

Temporary construction workspace easement interest in and across all of that certain 0.198 acre (8,611 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described on the plat to accompany parcel description in Exhibit "A", attached hereto and incorporated herein (**Parcel 2-TCE**)

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

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of SIXTY-ONE THOUSAND THREE HUNDRED TWENTY-SEVEN and 00/100 Dollars (\$61,327.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

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

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

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before February 28, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

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

(2) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Temporary Construction Workspace Easement in and across the Property as shown on the Plat to accompany parcel description in Exhibit "A", free and clear of all liens and restrictions,

(3) The Deed shall be in the form as shown in Exhibit "B" attached hereto. The Temporary Construction Workspace Easement shall be in the form as shown in Exhibit "C" attached hereto.

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

**ARTICLE VI
BREACH BY SELLER**

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

EVEN ROCK, LLC,
a Texas limited liability company

Address: P.O. Box 8127

By: 

Name: STEVEN TONG

Its: MANAGER

Date: 1-25-2019

Round Rock, TX

78683

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Its: _____

Date: _____

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

EXHIBIT **A**

County: Williamson
Parcel : 2
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.301 ACRE (13,111 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.339 ACRE TRACT OF LAND (BEING TRACT 6 OF WESTVIEW SUBDIVISION (UNRECORDED)), DESCRIBED IN WARRANTY DEED TO HOWARD LEE PARHAM III AND JANIS NEWBY PARHAM RECORDED IN VOLUME 2522, PAGE 647 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.301 ACRE (13,111 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found 702.72 feet right of proposed Gattis School Road Baseline Station 136+41.15, being the southwesterly corner of said 5.339 acre tract, same being the southeasterly corner of that called 5.32 acre tract of land described in Warranty Deed with Vendor's Lien to The Fellowship At Forest Creek recorded in Document No. 2005011271 of the Official Public Records of Williamson County, Texas;

THENCE, with the common boundary line of said 5.32 acre tract and said 5.339 acre tract, N 02°01'11" W, for a distance of 636.73 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154623.92, E=3148781.80 TxSPC Zone 4203), 66.00 feet right of proposed Gattis School Road Baseline Station 136+43.53, in the proposed southerly right-of-way (ROW) line of Gattis School Road, (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed southerly ROW line, with the common boundary line of said 5.32 acre tract and said 5.339 acre tract, N 02°01'11" W, for a distance of 38.33 feet to the calculated common northerly corner of said 5.32 acre tract and said 5.339 acre tract in the existing southerly ROW line of said Gattis School Road, same being in the northerly boundary line of said Westview Subdivision, for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod found bears S 18°47'10" W, at a distance of 0.81 feet;
- 2) **THENCE**, departing said 5.32 acre tract, with the existing southerly ROW line of Gattis School Road, same being the northerly boundary line of said 5.339 acre tract and said Westview Subdivision, N 87°51'20" E, for a distance of 344.51 feet to the calculated northeasterly corner of said 5.339 acre tract, same being the northwesterly corner of that called 5.32 acre tract described in General Warranty Deed to Victorio L. Tostado and spouse, Maria L. Tostado recorded in Document No. 9866886 of the Official Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

- 3) **THENCE**, departing said existing southerly ROW line, same being said northerly boundary line of said Westview Subdivision, with the common boundary line of said 5.339 acre tract and said 5.32 acre tract, **S 01°57'03" E**, for a distance of **37.79** feet to an iron rod with aluminum cap stamped "ROW 4933" set 66.00 feet right of proposed Gattis School Road Baseline Station 139+88.00, for the southeasterly corner of the herein described tract, and from which a 1/2" iron rod found, being the southeasterly corner of said 5.339 acre tract, same being in the westerly boundary line of said 5.32 acre tract bears **S 01°57'03" E**, at a distance of 638.70 feet;
- 4) **THENCE**, departing said 5.32 acre tract, through the interior of said 5.339 acre tract, **S 87°45'57" W**, for a distance of **344.47** feet to the **POINT OF BEGINNING**, containing 0.301 acre (13,111 square feet) of land, more or less.

NOTE: This parcel is accompanied by a T.C.E. (Temporary Construction Easement), being 25 feet wide, coincident with, parallel and southerly of the above described call 4, as shown on the accompanying sketch.

This property description is accompanied by a separate parcel plat.

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

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

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

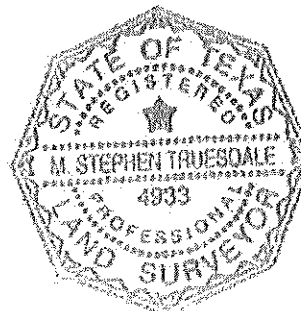
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

10 OCT 2018

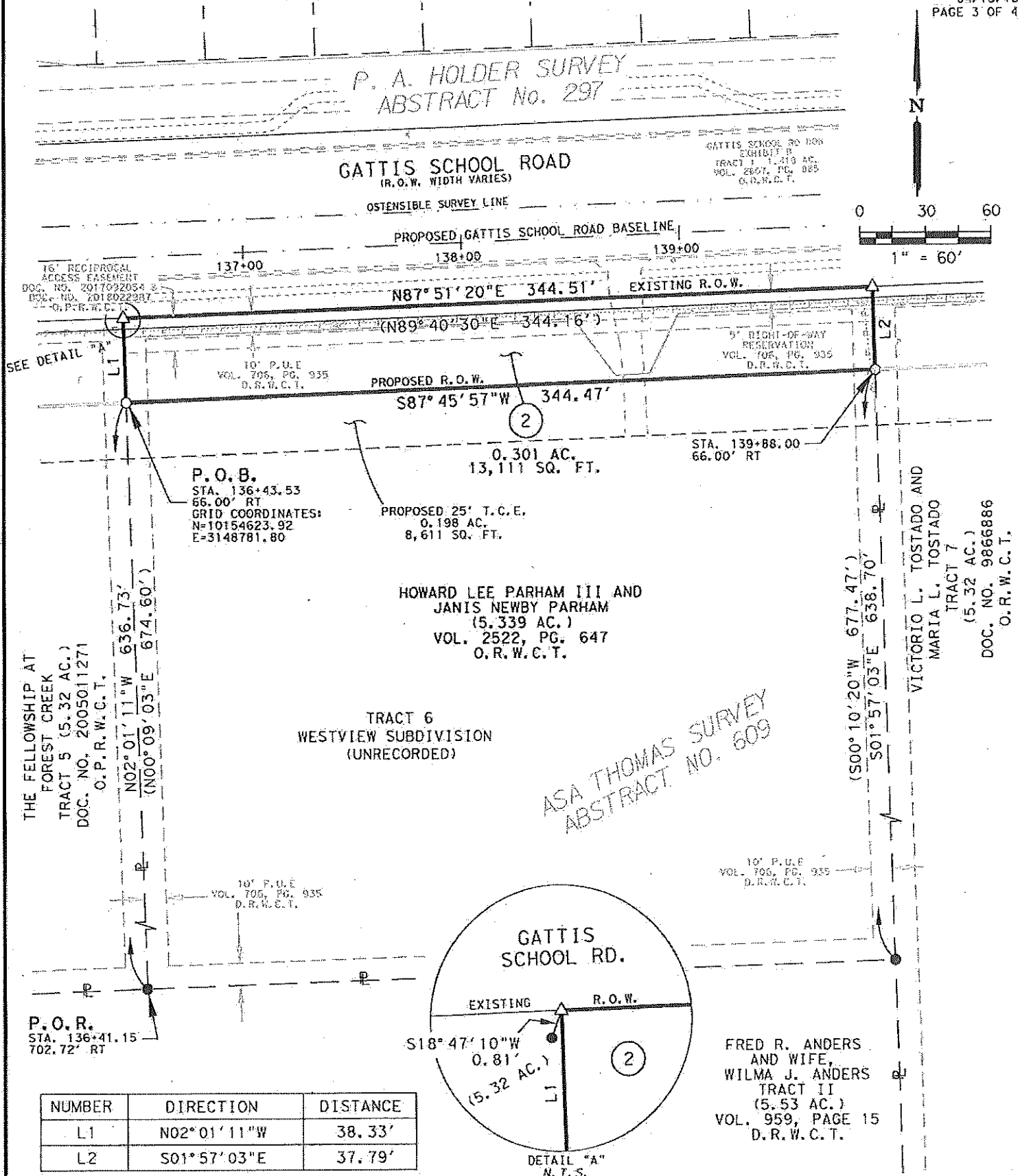
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/08/18
04/13/18
PAGE 3 OF 4



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
HOWARD LEE PARHAM III AND JANIS NEWBY PARHAM

PARCEL 2

SCALE
1" = 60'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/08/18
04/13/18
PAGE 4 OF 4

LEGEND

* FENCE CORNER POST FOUND	€ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	R PROPERTY LINE
③ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
③ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1827470-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 25, 2018, ISSUE DATE JULY 3, 2018.

1. RESTRICTIVE COVENANTS: VOLUME 706, PAGE 935, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10C. EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY BY INSTRUMENT RECORDED IN VOLUME 537, PAGE 762, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. 10 FOOT WIDE STRIP AROUND ALL LOTS IN THIS SUBDIVISION IS RESERVED FOR PUBLIC UTILITY RECORDED IN VOLUME 706, PAGE 935 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

E. 5 FOOT WIDE STRIP ON THE GATTIS SCHOOL ROAD BOUNDARY RESERVED FOR THE PURPOSE OF RIGHT-OF-WAY FOR ROADWAY EXPANSION AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 706, PAGE 935, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

F. RECIPROCAL ACCESS EASEMENT RECORDED IN DOCUMENT NO. 2018022987, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

G. TERMS, CONDITIONS, AND STIPULATIONS IN THE ORDINANCE NO. O-2017-4069, RECORDED IN DOCUMENT NO. 2017007110, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

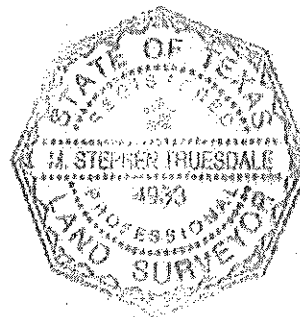
H. TERMS, CONDITIONS, AND STIPULATIONS IN THE ORDINANCE NO. O-2017-4746, RECORDED IN DOCUMENT NO. 2017092054, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO AND EXHIBIT C AFFECTS AS SHOWN.

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

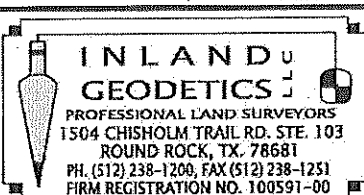
M. Stephen Truesdale

10 OCT 2018

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



	ACRES	SQUARE FEET
ACQUISITION	0.301	13,111
CALC/DEED AREA	5.339	232,567
REMAINDER AREA	5.038	219,456



PARCEL PLAT SHOWING PROPERTY OF
**HOWARD LEE PARHAM III AND
JANIS NEWBY PARHAM**

PARCEL 2

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

Parcel 2

DEED

Gattis School Road Ph. 6 Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **EVEN ROCK, LLC**, a Texas limited liability company, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **CITY OF ROUND ROCK, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.301 acre (13,111 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Gattis School Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation:

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 201____.

GRANTOR:

EVEN ROCK, LLC, a Texas limited liability company

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____,
201__ by _____, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Manager
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

EXHIBIT "C"

Page 1 of 3
Parcel 2

TEMPORARY CONSTRUCTION WORKSPACE EASEMENT

Gattis School Road Waste Water Improvements

THE STATE OF TEXAS

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§

COUNTY OF WILLIAMSON

§ **KNOW ALL MEN BY THESE PRESENTS:**

That EVEN ROCK, LLC, a Texas limited liability company, referred to as "Grantor", in consideration of \$10.00 and other good and valuable consideration paid by CITY OF ROUND ROCK, TEXAS, ("GRANTEE") does hereby grant to GRANTEE, its agents, contractors, successors and assigns, a temporary construction workspace easement for the purpose of additional workspace and temporary storage of material and equipment to allow construction and installation of proposed waste water line facilities and other necessary structures and related appurtenance construction ("Project"), all to be located within adjacent easements or right of way owned or possessed by GRANTEE, in, along, upon and across the property ("Property") located in the County of Williamson, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: N/A.

Following completion of work within the temporary construction workspace easement area described in Exhibit "A", if GRANTEE has removed or damaged improvements, herbage, or landscaping within said easement area or otherwise on Grantor's property, GRANTEE shall at its expense restore properties injured by GRANTEE's activities as closely as commercially possible to substantially the same condition as existed previous to GRANTEE's entry upon the particular property, taking into account the proposed modifications as described herein.

To the extent allowed by law, GRANTEE shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of GRANTEE's agents or employees in the course of their employment.

This Easement and License shall be in full force and effect at all times during the accomplishment and completion of the construction Project activities described above. Said Easement shall terminate and all use rights within land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the expiration of twelve (12) months from the date of first entry upon the property described in Exhibit "A" for the purposes set out herein, or on the date of completion of construction of the Project activities described above, whichever occurs first. Grantee shall only remove any hardwood trees larger than 6 (six) inches in diameter from the temporary construction workspace easement areas if approved and determined by the City Engineer in advance to be necessary and required for reasonable access to the Property to carry out the purposes identified herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____ day of _____, 2019.

GRANTOR:

EVEN ROCK, LLC, a Texas limited liability company

By: _____

Name: _____

Its: _____

Acknowledgement

State of Texas

County of _____

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

Notary Public—State of Texas

AGREED:

CITY OF ROUND ROCK, TEXAS

By: _____
Laurie Hadley, City Manager

Acknowledgement

State of Texas
County of Williamson

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

Notary Public—State of Texas

After recording return to: