

# EXHIBIT

## "A"

### **REAL ESTATE CONTRACT** University Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between BAEV-LASALLE ROUND ROCK UNIVERSITY BOULEVARD LLC, a Delaware 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 0.052 acre (2,269 square foot) tract of land out of and situated in the Ephraim Evans Survey, Abstract No. 212 in Williamson County, Texas; being more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**); and

Temporary Construction Easement interest in and across all of those certain 1265 square foot and 2552 square foot tracts of land out of and situated in the Ephraim Evans Survey, Abstract No. 212 in Williamson County, Texas; being more fully described on Exhibit "B", attached hereto and incorporated herein (**Parcel TCE 1-1 & 1-2**);

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 CONSIDERATION**

2.01. Purchase Price. The Purchase Price for the Property, compensation for any improvements on the Property, for Seller's design and construction of the Parcel 1 Accessway (as defined in Section 2.02 below), and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of TWO HUNDRED THIRTY THOUSAND AND TWELVE and 00/100 Dollars (\$230,012.00).

2.02. City to Approve Plans for Access Through Adjacent Property. Seller has provided plans to Purchaser for construction of an accessway from the Parcel 1 parent tract to and from the adjacent property to the north so as to provide egress to northbound traffic from the Parcel 1 parent tract ("Parcel 1 Accessway"). Purchaser agrees that it shall ensure that said plans are approved and all required governmental permits and approvals are issued for the construction of said Parcel 1 Accessway, as part of the consideration for this sale, and as a condition of Closing of the Sale of Parcel 1.

#### Payment of Purchase Price

2.03. 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 August 31, 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"). The parties' respective obligations to proceed to Closing under this Contract are contingent on (a) the delivery of a recordable instrument, executed by the beneficiary under any mortgage or security instrument encumbering the Property (a "Mortgage"), releasing the lien of such Mortgage as to the Property only, and (b) Seller's receipt of an executed agreement by and between Seller and Compass Bank confirming, inter alia, that Compass Bank does not have any right to terminate the lease between the parties on account of the taking contemplated herein, and (c) Seller's delivery of a partial release of the existing lease with Compass Bank with respect to the Property, executed by Compass Bank.

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas (a) a duly executed and acknowledged Deed conveying title in fee simple to all of the Property described in Exhibit "A", free and clear of any mortgage liens, (b) a duly executed and acknowledged Temporary Construction Easement granting such interest to the property described in Exhibit "D" and depicted in Exhibit "B", and (c) a partial release of the existing lease with Compass Bank with respect to the Property described in Exhibit "A".

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

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring 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 pages follow]*

**SELLER:**

Baev-Lasalle Round Rock University Boulevard LLC,  
a Delaware limited liability company

Address: \_\_\_\_\_

By:  \_\_\_\_\_

Its: Vice President \_\_\_\_\_

Date: 9/25/19 \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

Baev-Lasalle Round Rock University Boulevard LLC,  
a Delaware limited liability company

Address: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: Mark M. Smith

Its: PRESIDENT

Date: 9/26/19



**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_  
Craig Morgan, Mayor

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

Date: \_\_\_\_\_

**EXHIBIT "A"**

**Variable Width Right-of-Way Acquisition**

**METES AND BOUNDS DESCRIPTION  
OF A**

**0.052 ACRE TRACT OF LAND**

**LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.052 ACRE (2,269 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.052 ACRE TRACT BEING A PORTION OF LOT 3A, BLOCK A, REPLAT OF CHANDLER ROAD RETAIL SUBDIVISION, FILED ON APRIL 9, 2007, AND RECORDED IN CABINET DD, SLIDES 72-73 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.052 ACRE TRACT ALSO BEING A PORTION OF LOT 3A DESCRIBED IN A SPECIAL WARRANTY DEED TO BAEV-LASALLE ROUND ROCK UNIVERSITY BOULEVARD LLC, FILED ON JULY 24, 2014, AND RECORDED IN DOCUMENT NO. 2014058162 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.052 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a found 1/2-inch iron rod with plastic yellow cap stamped "Bury" for the common northeast corner of said Lot 3A and the most easterly southeast corner of Lot 4, Block A, University Commons, filed on September 30, 2013, and recorded in Document No. 2013093282 of the O.P.R.W.C.T., being on the west line of Lot 3, Block A, of said University Commons, for the northeast corner of the herein described tract;

**THENCE** South 20° 43' 10" East, with the common easterly line of said Lot 3A and the westerly line of said Lot 3, a distance of 184.92 feet to a PK nail with washer stamped "Bury & Partners" found for an angle point on the easterly line of said Lot 3A and the southwest corner of said Lot 3, being on the north right-of-way line (R.O.W.) line of University Boulevard (a variable width R.O.W.), for angle point of the herein described tract;

**THENCE** with the common easterly and southerly line of said Lot 3A and the northerly right-of-way line of said University Boulevard, the following two calls:

- 1) South 24° 17' 52" West, a distance of 50.91 feet to a calculated point for an angle point of the herein described tract;
- 2) South 69° 17' 52" West, a distance of 11.31 feet to a cut "X" set for the southwest corner of the herein described tract;

**THENCE** traveling across the interior of said Lot 3A, the following two calls:

- 1) North 24° 17' 52" East, a distance of 52.65 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" for an angle point of the herein described tract;
- 2) North 20° 42' 30" West, a distance of 183.69 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" on the common northerly line of said Lot 3A and the southerly line of said Lot 4, for the northwest corner of the herein described tract;

**Exhibit "A" continued**  
**Description of a 0.052 acre tract**

**THENCE** North 69° 16' 50" East, with the common northerly line of said Lot 3A and the southerly line of said Lot 4, a distance of 10.05 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.052 acre (2,269 square feet) of land, more or less, based on the survey and exhibit drawing made by The Wallace Group, A CP&Y Company, Round Rock, Texas in 2015.

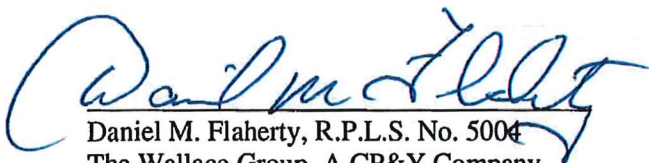
**Basis of Bearings:** Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

This metes and bounds description is accompanied by an exhibit drawing.

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

That I, Daniel M. Flaherty, a Registered Professional Land Surveyor, do hereby certify that the above description and exhibit drawing A-4854 attached hereto is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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

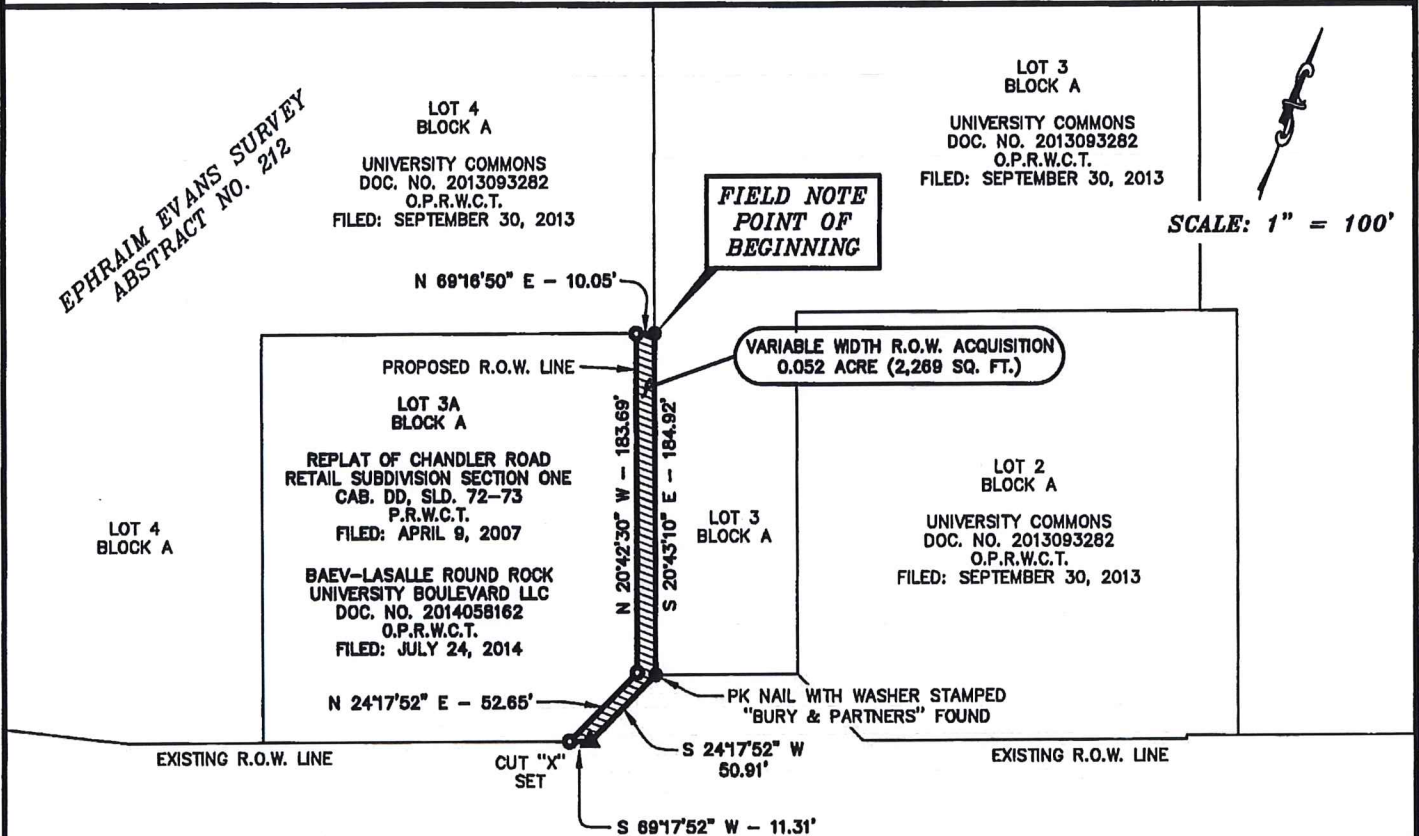


Daniel M. Flaherty, R.P.L.S. No. 5004  
The Wallace Group, A CP&Y Company  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10051701  
See attached Plat No. A-4854  
22824-FN15.doc



10-08-2015  
Date

**EXHIBIT "A"**  
**(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)**  
**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION**  
**OF A 0.052 ACRE (2,269 SQ. FT.) TRACT OF LAND**  
**IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**



**UNIVERSITY BOULEVARD**  
**(VARIABLE WIDTH R.O.W.)**

**LEGEND**

**GENERAL NOTES:**

- 1.) ALL PROPERTY CORNERS FOUND ARE CONTROL MONUMENTS.
- 2.) SUBJECT TO ANY AND ALL COVENANTS, RESTRICTIONS, EASEMENTS AND CONDITIONS THAT MAY BE APPLICABLE.
- 3.) THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
- 4.) THIS DRAWING IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION.
- 5.) BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NAD83) WHICH IS BASED ON LEICA'S CENTRAL TEXAS GPS COOPERATIVE CORS RTK NETWORK.

- = FOUND 1/2" IRON ROD WITH PLASTIC YELLOW CAP STAMPED "BURY"
- ⊙ = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "CORR ROW" UNLESS OTHERWISE NOTED
- ▲ = CALCULATED POINT
- P.R.W.C.T. = PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
- 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

**THE WALLACE GROUP**  
 engineers architects surveyors  
 A CP&Y COMPANY

WACO KILLEEN DALLAS ROUND ROCK

TBPLS 10051701      1 Chisholm Trail, Suite 130, Round Rock, Texas 78681      (512) 248-0065      TBPE F-54

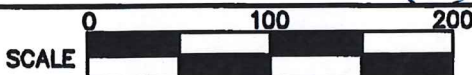


I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 8TH DAY OF OCTOBER, 2015.

SEPTEMBER, 2015  
 SURVEYED: OCTOBER, 2014

**DANIEL M. FLAHERTY, RPLS NO. 5004**

3 OF 3

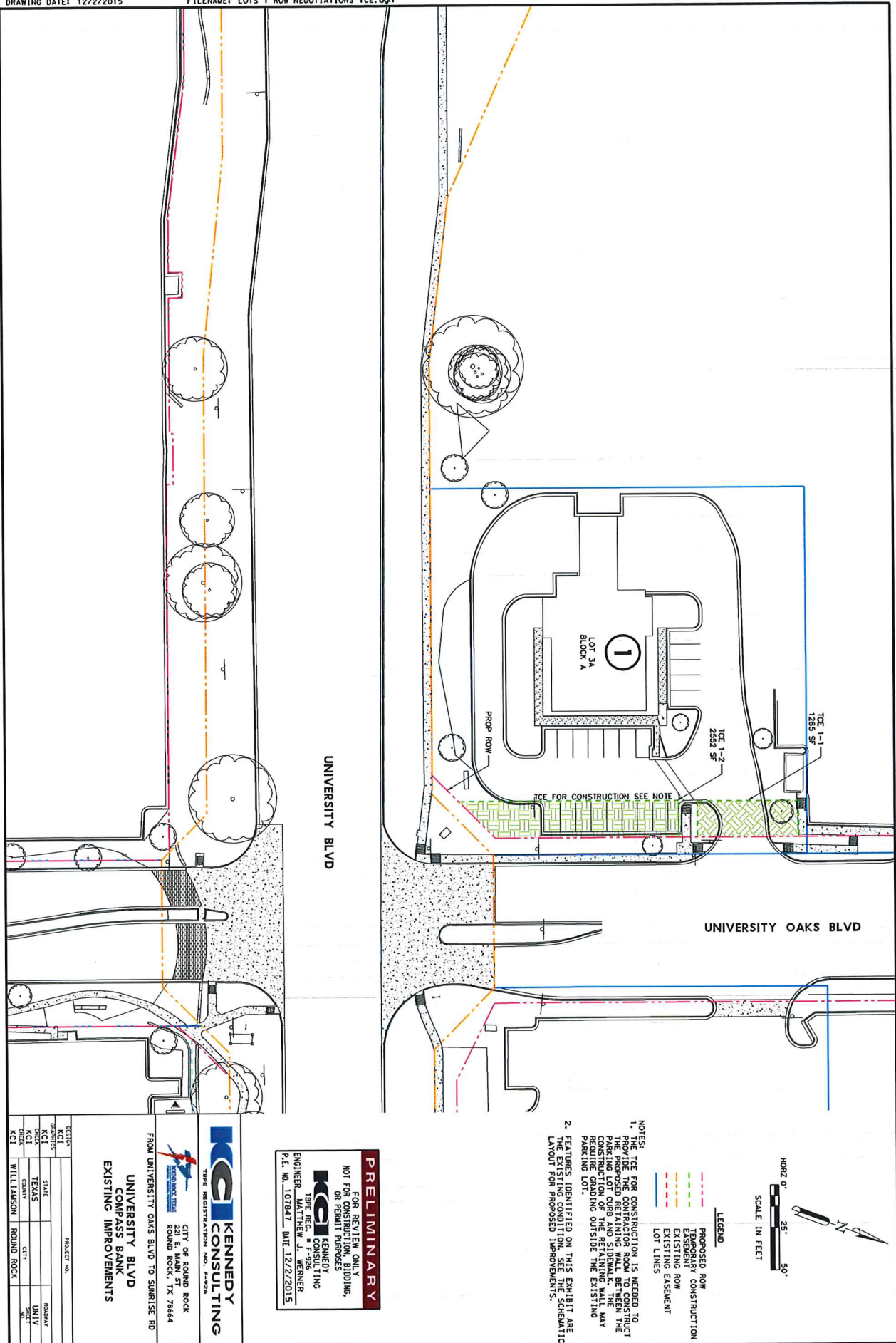


PLAT NO. A-4854      DRAFT DATE 10-08-2015      DRAWN BY TAB  
 WORK ORDER NO. 22824      FIELDBOOK/PG. 190/35      TAB # A-4854  
 DIGITAL FILE 22824R-PARCELS      F/N # 23824-FN15

© 2015 ALL RIGHTS RESERVED



DRAWING DATE: 12/2/2015 FILENAME: LOTS 1 ROW NEGOTIATIONS TCE.dgn



# EXHIBIT "C"

Parcel 1

## DEED

University Boulevard Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**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 BAEV-LASALLE ROUND ROCK UNIVERSITY BOULEVARD LLC, a Delaware 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 0.052 acre (2,269 square foot) tract in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 1)

**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 University Boulevard.

**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 \_\_\_\_\_, 2019.

**GRANTOR:**

Baev-Lasalle Round Rock University Boulevard LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

STATE OF \_\_\_\_\_

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_



**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 "D"

Parcel 1

## **TEMPORARY CONSTRUCTION EASEMENT**

University Boulevard Improvements

### **KNOW ALL PERSONS BY THESE PRESENTS:**

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

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, signage, lighting or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, provided that Grantee shall use all commercially reasonable efforts to restore the striped parking spaces to a usable condition within two (2) days of completion of the work.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above, provided, however, the temporary construction easement for area "TCE 1-1" on Exhibit "A" shall terminate and the easement rights and all Grantee's interest in the improvements constructed within the easement area, if any, shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns on the earliest of (a) the expiration of thirty (30) days after the beginning of the work upon that portion of the Property; (b) on the date of completion of construction of the Project; or (c) four (4) years from the full execution of this Temporary Construction Easement.

Further, the temporary construction easement for area "TCE 1-2" on Exhibit "A" shall terminate and the easement rights and all of Grantee's interest in the improvements constructed within the easement area, if any, shall revert to and become the responsibility of the Grantor, Grantor's successors, and assigns on the earliest of (a) the expiration of thirty (30) days after the beginning of the work upon that portion of the Property; (b) on the date of completion of construction of the Project; or (c) four (4) years from the full execution of this Temporary Construction Easement

Grantee shall (1) provide prior written notice to Grantor's authorized representative Wade McGinnis (by email to: [wade@barshop-oles.com](mailto:wade@barshop-oles.com)) at least seven (7) business days prior to the beginning of work in the Property associated with this temporary construction easement, and shall confirm receipt of said notice with Wade McGinnis; and (2) obtain, maintain, and provide to Grantor certificates of insurance evidencing general liability insurance in the minimum amounts required of contractors under the General Conditions of the City of Round Rock Construction Contract, naming Grantee as an additional insured. Grantor may change its authorized representative on prior written notice to Grantee.

Grantee confirms that at no time shall it eliminate, temporarily or permanently, the existing accessible routes in the Property and to surrounding connections to accessible routes without prior written agreement from Grantor, and Grantee agrees and ensures that compliance with the Americans with Disabilities Act shall be maintained throughout Grantee's use of the Property, at Grantee's sole cost and expense.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this \_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTOR:

BAEV-LASALLE ROUND ROCK UNIVERSITY BOULEVARD LLC,  
a Delaware limited partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ §

§

County of \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

GRANTOR:

BAEV-LASALLE ROUND ROCK UNIVERSITY BOULEVARD LLC,  
a Delaware limited partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ §

§

County of \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2019 by \_\_\_\_\_, in the capacity and for the purposes and  
consideration recited herein.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

AGREED:

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Acknowledgment**

State of Texas                   §

§

County of Williamson       §

      This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2019 by \_\_\_\_\_, in the capacity and for the purposes and  
consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas