

# EXHIBIT

## "A"

### REAL ESTATE CONTRACT University Boulevard Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between IA ROUND ROCK UNIVERSITY OAKS LIMITED PARTNERSHIP, an Illinois limited partnership, (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 0.566 acre (24,662 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 10**);

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 described in Exhibit "A", 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 FIVE HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED FIFTY-FOUR and 00/100 Dollars (\$525,454.00).

##### Payment of Purchase Price

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

### Special Provisions and Additional Compensation

2.03. As additional compensation, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall execute and issue an Administrative Adjustment letter at the Closing, in accordance with the applicable provisions of the City of Round Rock, which shall authorize and allow Seller to place mounted banners on any light pole facilities of Purchaser which are constructed within the Property, of which no additional costs or annual fees will be assessed to Seller, pertaining to such mounted banner signs on Purchaser's light poles. Seller shall be allowed to replace the mounted banners at any time and will not require prior consent from Purchaser.

2.04. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that part of the proposed roadway improvements to be constructed upon the Property shall consist of a "hooded" left turn lane entry into the remaining property of Seller, in the location and in substantial compliance with the specifications as shown in Exhibit "B" attached hereto and incorporated herein. The Purchaser represents that the Property shall be used as a public access point to the University Oaks Shopping Center, and no more than one ingress and egress access point along University Oaks Blvd will be closed for repairs or construction at any given time.

## **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.

3.03. Purchaser acknowledges and agrees to allow, grandfather in, or permit Seller to relocate and install its pylon sign in the area depicted in "Exhibit D" attached hereto. Purchaser further agrees to work with Seller to permit and allow electricity to be connected to the pylon sign. If necessary, Purchaser agrees to waive or grandfather in any potential regulations or restrictions regarding relocating the pylon sign and will approve any permit applications necessary for the relocation. Purchaser will not charge Seller any permit application fees pertaining to the approval, construction and the relocation and installation of the pylon sign.

3.04. Purchaser acknowledges that Seller has a lender, and this Contract is expressly subject to lender approval, including all required lender documents necessary for approval.

**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) To the best of Seller's knowledge, 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 June 15<sup>th</sup>, 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"). On the Closing Date, the Title Company shall disburse to Seller, in such manner and to such account as Seller shall specify in a separate written instruction, immediately available funds in the amount of the Purchase Price.

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) The Deed shall be in the form as shown in Exhibit "C" attached hereto.

(3) Provide requested assistance, at no cost to Seller, to cause Title Company to issue 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;
- (b) Deliver an executed Administrative Adjustment letter;
- (c) Deliver an original executed Letter Agreement (with all exhibits) by Don Childs, as counsel for the Purchaser, for the access roadway connection to Oakmont Rd which includes a License Agreement for a monument sign in the same form as attached hereto as "Exhibit E";
- (d) Deliver a duly executed settlement statement between Buyer and Seller; and
- (e) All other documents reasonably determined to be necessary by the Title Company to effectuate the transaction contemplated in this Contract.

#### 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. 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, escrow fees and recording fees 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) terminate this Contract and pursue a condemnation against Seller.

#### **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property for any reason and Seller not being in default hereunder, Seller shall receive the amount of \$5,000 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, any recording fees shall be the sole responsibility of the party requesting a Memorandum of Contract. Upon recording of a Memorandum of Contract, the requesting party shall forward a copy of the recorded Memorandum of Contract to the other party.

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:**

**IA ROUND ROCK UNIVERSITY OAKS  
LIMITED PARTNERSHIP**, an Illinois  
limited partnership

By: IA Round Rock University Oaks GP, L.L.C.,  
a Delaware limited liability company, its general partner

By: IVT OP Limited Partnership  
a Delaware limited partnership, its sole member

By: IVT OP GP, LLC,  
a Delaware limited liability company, its general partner

By: InvenTrust Properties Corp.,  
a Maryland corporation, its sole member

By: 

Name: \_\_\_\_\_  
Christy L. David

Its: \_\_\_\_\_  
Executive Vice President and Secretary

**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**

**0.566 ACRE TRACT OF LAND  
LOCATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**

BEING A 0.566 ACRE (24,662 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.566 ACRE TRACT BEING A PORTION OF LOT 2A, BLOCK A, REPLAT OF LOT 2 EAST CHANDLER RETAIL CENTER, FILED ON NOVEMBER 2, 2006, AND RECORDED IN CABINET CC, SLIDES 230-233 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.); SAID 0.566 ACRE TRACT ALSO BEING A PORTION OF LOT 2A DESCRIBED IN A SPECIAL WARRANTY DEED TO INLAND AMERICAN ROUND ROCK UNIVERSITY OAKS LIMITED PARTNERSHIP, FILED ON MAY 6, 2010, AND RECORDED IN DOCUMENT NO. 2010029662 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); SAID 0.566 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 "CS LTD" for the northwest corner of said Lot 2A, same marking the easternmost northeast corner of Lot 1, Block A, East Chandler Retail Center, filed on December 1, 2005, and recorded in Cabinet BB, Slides 62-65 of the P.R.W.C.T., and being on the southerly right-of-way line (R.O.W.) of University Boulevard (variable width R.O.W.), for the northwest corner of the herein described tract;

**THENCE** with the common northerly line of said Lot 2A and the southerly R.O.W. line of said University Boulevard, the following two calls:

- 1) (L1) North 69° 18' 14" East, a distance of 74.82 feet to a calculated point for an angle point of the herein described tract;
- 2) (L2) North 24° 21' 38" East, a distance of 32.21 feet to a cut "X" found in concrete for the common northernmost corner of said Lot 2A and the westernmost northwest corner of Lot 2E, Block A, of said Replat of Lot 2 East Chandler Retail Center, for the northeast corner of the herein described tract;

**THENCE** (L3) South 20° 41' 53" East, with the easterly line of said Lot 2A and the westerly line of said Lot 2E, a distance of 14.16 feet to a cut "X" set in concrete for an angle point of the herein described tract;

**THENCE** traveling across the interior of said Lot 2A, the following two calls:

- 1) (L4) South 24° 18' 09" West, a distance of 4.75 feet to a cut "X" set in concrete for an angle point of the herein described tract,
- 2) South 20° 42' 30" East, a distance of 248.66 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" on the easterly line of said Lot 2A and the westerly line of Lot 2H, Block A, of said Replat of Lot 2 East Chandler Retail Center, for an angle point of the herein described tract;

**Exhibit "A" continued**  
**Description of a 0.566 acre tract**

**THENCE** (L5) South 24° 18' 07" West, with the easterly line of said Lot 2A, and with the westerly line of said Lot 2H, a distance of 24.41 feet to a found 1/2-inch iron rod with plastic yellow cap stamped "CS LTD" for the most southerly southeast corner of the herein described tract;

**THENCE** (L6) South 69° 11' 27" West, traveling across the interior of said Lot 2A, a distance of 76.96 feet to a set 1/2-inch iron rod with aluminum cap stamped "CORR ROW" on the westerly line of said Lot 2A and the easterly line of said Lot 1 for the southwest corner of the herein described tract;

**THENCE** North 20° 43' 04" West, with the westerly line of said Lot 2A and the easterly line of said Lot 1, a distance of 260.84 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.566 acre (24,662 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 April 2017.

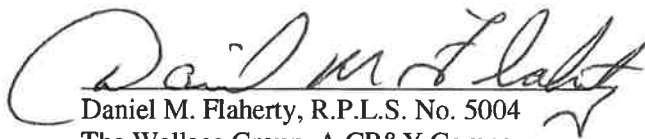
**Basis of Bearings:** Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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-4864 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.

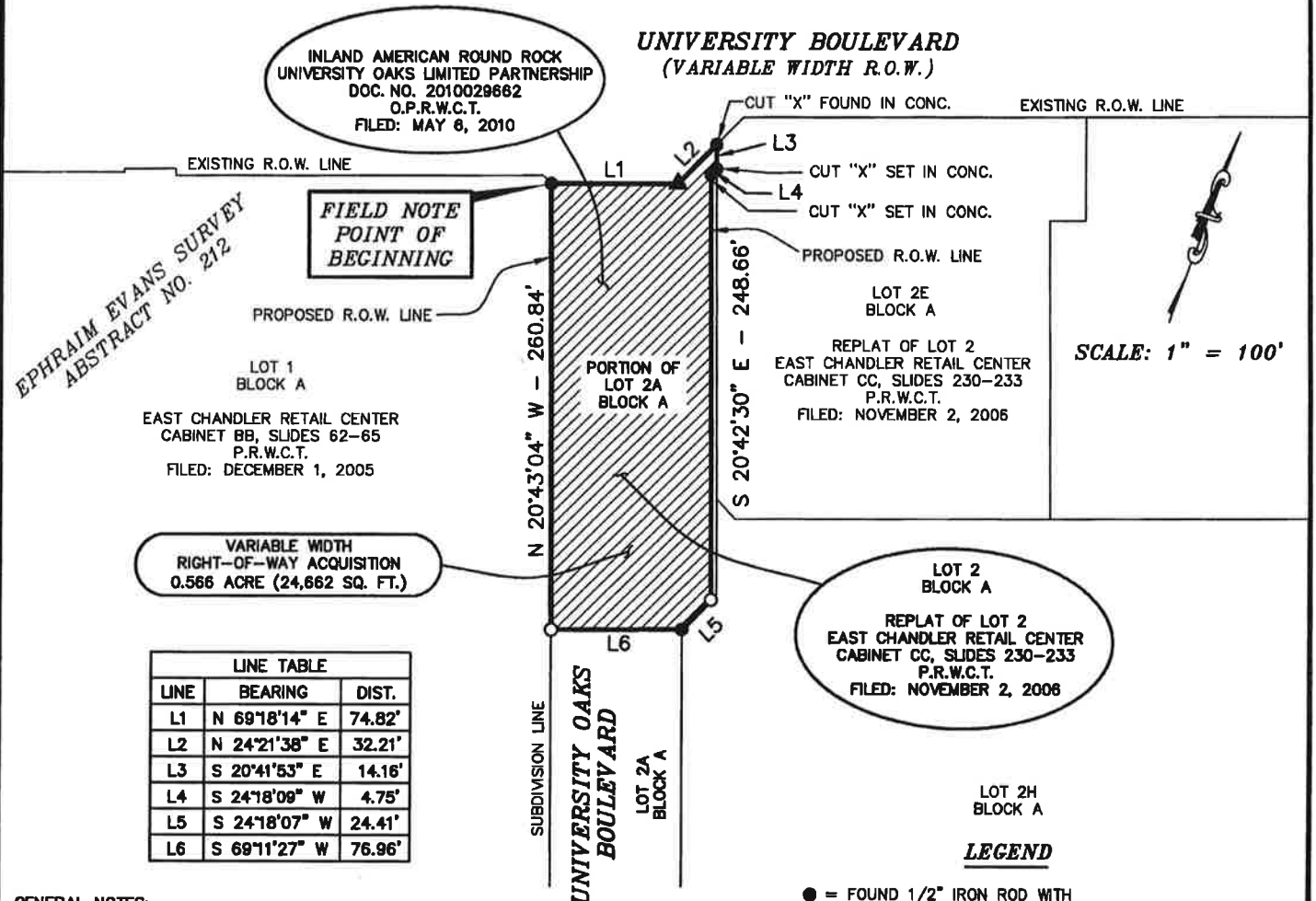


Daniel M. Flaherty, R.P.L.S. No. 5004  
The Wallace Group, A CP&Y Company  
One Chisholm Trail, Suite 130  
Round Rock, Texas 78681  
Ph. (512) 248-0065  
TBPLS Firm No. 10051701  
See attached Plat No. A-4864  
22824-FN23.doc



04-19-2017  
Date

**EXHIBIT "A"**  
**(VARIABLE WIDTH RIGHT-OF-WAY ACQUISITION)**  
**DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION**  
**OF A 0.566 ACRE (24,662 SQ. FT.) TRACT OF LAND**  
**IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**



**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  
YELLOW CAP STAMPED "CS LTD"  
UNLESS OTHERWISE NOTED
- = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED  
"CONR ROW"
- ▲ = 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

TBPLS 10051701

WACO KILLEEN DALLAS ROUND ROCK  
1 Chisholm Trail, Suite 130, Round Rock, Texas 78681 | (512) 248-0065

TBPE F-54

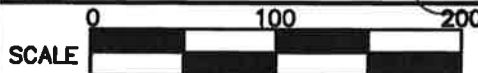
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAT AND THE SURVEY UPON WHICH IT IS BASED MEETS THE REQUIREMENTS FOR LAND SURVEYS IN THE STATE OF TEXAS. THIS THE 18TH DAY OF APRIL, 2017.

**SURVEYED:** OCTOBER, 2014  
APRIL, 2017

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3



PLAT NO. A-4864

DRAFT DATE 04-19-2017

DRAWN BY RDB

WORK ORDER NO. 22824

FIELDBOOK/PG. 278/17

TAB # A-4864

DIGITAL FILE 22824R-PARCELS

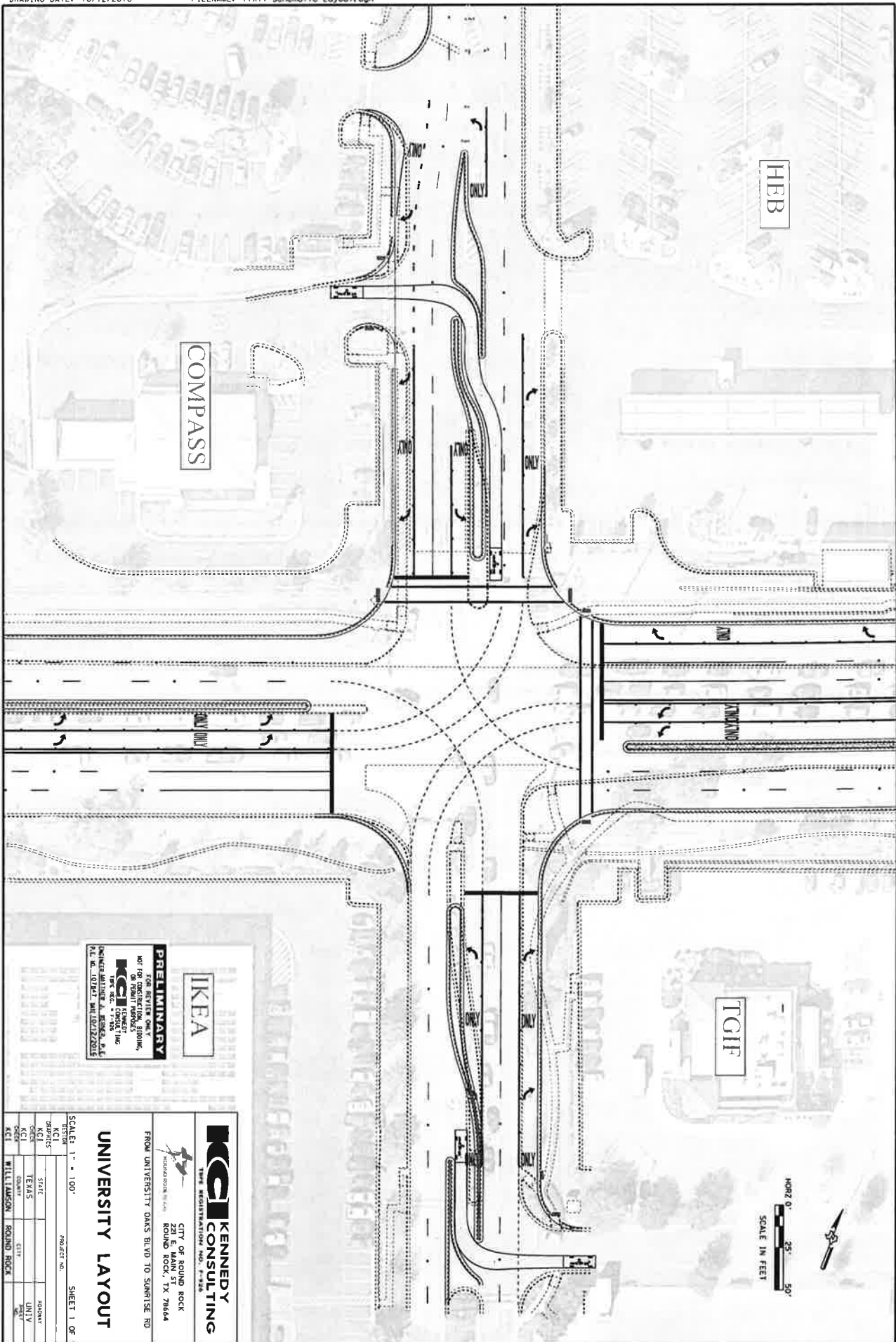
F/N # 22824-FN23

© 2017 ALL RIGHTS RESERVED

## EXHIBIT "B"

DRAWING DATE: 10/12/2016

FILENAME: IIX17 Schematic Layout.dgn



# EXHIBIT "C"

Parcel 10

## 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 IA ROUND ROCK UNIVERSITY OAKS LIMITED PARTNERSHIP, an Illinois limited partnership, 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 0.566 acre (24,662 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 10)

**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:**

IA ROUND ROCK UNIVERSITY OAKS LIMITED PARTNERSHIP,  
an Illinois limited partnership

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

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

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 therein.

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

**PREPARED IN THE OFFICE OF:**

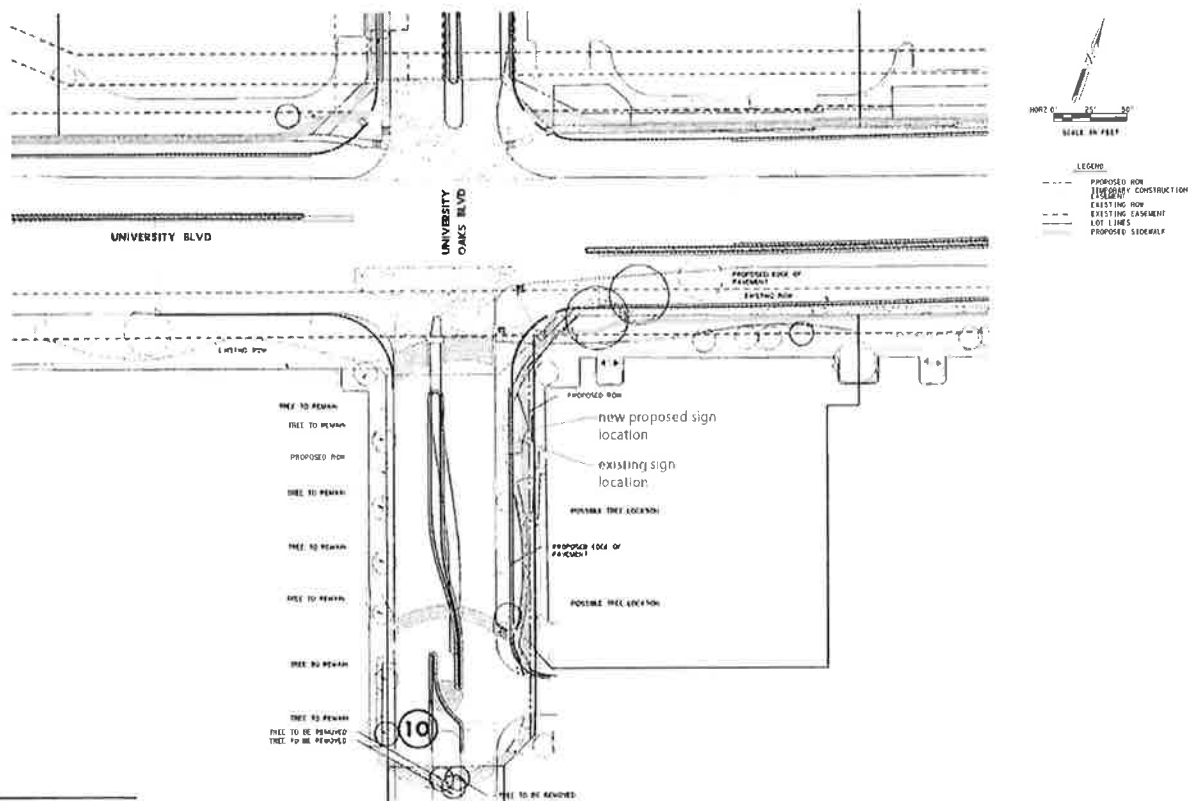
Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

# Exhibit "D"



**A** SITE PLAN  
SCALE: noted

**CSC** SIGN

11001 UNIVERSITY OAKS  
ROUND ROCK, TX 78665  
952-244-0000  
WWW.CSCSIGN.COM

## UNIVERSITY OAKS

201 University Oaks Blvd  
Round Rock, TX 78665

## JOB INFORMATION

NUMBER: 21553-SPEC-A  
SALES REP.: MAGGIE STAR  
DESIGNER: SARA LOREIG

## CLIENT APPROVAL

DATE: \_\_\_\_\_  
INSTALL DATE: \_\_\_\_\_

**UL** LISTED



Exhibit "E"

## Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

don@scrllaw.com

March 22, 2019

IA Round Rock University Oaks Limited Partnership  
c/o Christopher Oddo  
Barron Adler Clough & Oddo, LLP  
808 Nueces Street  
Austin, Texas 78701

Re: City of Round Rock—University Blvd. Improvement Project  
Parcel 14PUE/Oakmont roadway connection improvements

Dear Chris:

Please allow this letter to set out my understanding regarding our agreement for the purchase of a public utility easement interest, and construction of an access roadway connection, in and across a portion of the IA Round Rock University Oaks Limited Partnership ("Inland") property as part of the City of Round Rock's ("City") proposed University Boulevard expansion project.

The parties hereby agree as follows:

1. In return for granting a public utility easement across approximately 0.010 acre, City will pay Inland the sum of \$1,000. The form and location of the easement granted to City will be as shown in Exhibit "A" attached hereto.

The Closing and completion of this transaction shall take place at the Pflugerville office of Independence Title ("Title Company") within 30 days after full execution of this agreement, or at other location, date and time agreed to between the parties. City shall be responsible for all fees and costs associated with Closing, except that each party shall be responsible for any attorney's fees they incur. If requested, Inland shall assist City and Title Company with any curative measures or mortgage lien subordination required as a condition of the Closing.

This agreement is being made in lieu of condemnation by City.

2. As part of the construction of its proposed University Blvd. project the City shall cause a public access roadway connection to be constructed between Oakmont Drive and the property owned by Inland, in the location and according to the general plan and specifications as shown in Exhibit "B" attached hereto and

incorporated herein. All costs, including construction and material expenses, shall be borne by the City. All construction by the city will include curb cuts.

By execution of this Agreement Inland specifically grants permission and allows the City, its agents and construction contractors to temporarily access the Inland property as necessary to carry out completion of the obligations of this paragraph. During construction of the University Boulevard and Oakmont connection drive improvements, the City will not interfere with the ordinary use of the Inland property, including keeping driveways, parking areas, turning lanes, and other common areas free and clear, other than as temporarily required by the engineering Traffic Control Plan as part of the University Boulevard construction design. The rear drive shall remain open and unobstructed at all times, other than as reasonably allowed by the rules and regulations of Texas law or the City's Code of Ordinances concerning control of public streets and welfare of the City. The City shall coordinate with utility providers to ensure that any impact to Inland's utilities during construction is immediately repaired and restored, at no cost to Inland. During construction no surface water shall be diverted onto Inland's property from any offsite areas.

Inland shall have the right to review and comment on construction documents.

3. By approval and execution of this Agreement, City agrees to permit and allow Inland to install, after completion of the proposed Oakmont roadway connection and at the sole cost of Inland, one monument sign to be located between the Inland property and Oakmont Drive in proximity to the access roadway connection, as depicted in Exhibit B. Inland shall apply for and obtain a permit from the City for design and installation approval of the sign, and such sign structure shall have the following specific limitations or design requirements:

- (a) Unless otherwise agreed to by the City in writing or in this Agreement, the criteria of the sign permitted herein shall meet the provisions of the City's Code of Ordinances, Sec. 8-85 and its successors for "Area identification and entry feature signs" existing at the time of permit application.
- (b) The final location of the sign shall be determined by agreement between Inland and City prior to issuance of a permit.
- (c) If the sign referenced herein is to be located within City owned right of way then the parties shall execute a license agreement prior to installation in the form as set out in Exhibit "C" attached hereto and incorporated herein.
- (d) Upon application by Inland, the City agrees to permit and allow Inland to bring electricity and necessary electrical connections to the sign in accordance with any standard design requirements or rules.
- (e) The City shall not charge an application fee associated with the permitting of the sign.

4. The City acknowledges that the Inland Property will lose approximately fourteen (14) parking spaces as a result of the taking. By approval and execution of this of this Agreement, the City agrees that the Inland property will nevertheless remain in compliance with the parking requirements of the ordinances and regulations of the City, and the City shall issue a separate Administrative Adjustment letter in accordance with the applicable provisions of the Code of Ordinances.

If this meets with your understanding please have this letter approved and executed where indicated and return it to me, and we will in turn have this approved and signed by the City and process this for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs  
Sheets & Crossfield, P.C.

**AGREED:**

IA Round Rock University Oaks Limited Partnership,  
an Illinois limited partnership

By: IA Round Rock University Oaks GP, L.L.C., a Delaware limited liability company, its general partner

By: InvenTrust Properties Corp., a Maryland corporation, its sole member

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

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

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

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

CITY OF ROUND ROCK, TEXAS

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

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

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

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