

EXHIBIT

"A"

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@scrrlaw.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:

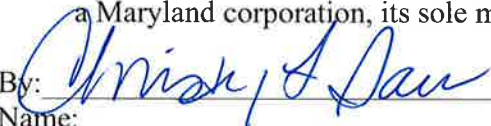
**IA ROUND ROCK UNIVERSITY OAKS
LIMITED PARTNERSHIP**, an Illinois limited partnership

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

By: 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: _____
It: Christy L. David
Executive Vice President and Secretary

CITY OF ROUND ROCK, TEXAS

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT “A” (PUBLIC UTILITY EASEMENT FORM)
FOLLOWS THIS PAGE

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS

§

§ **KNOW ALL BY THESE PRESENTS:**

COUNTY OF WILLIAMSON

§

That IA ROUND ROCK UNIVERSITY OAKS LIMITED PARTNERSHIP, an Illinois limited partnership, whose current address is 3025 Highland Parkway, Suite 350, Downers Grove, Illinois 60515 and its successors and assigns, (“Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANTS unto Grantee certain rights and interests in the nature of a perpetual Public Utility Easement (“Easement”) and right-of-way in, upon, over, under, above and across the following described property, to-wit:

All of that certain 0.010 acre (415 SF) tract of land situated in the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; and being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (**Parcel 14 PUE**).

The Easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public utilities, to-wit: electric transmission and distribution lines, telecommunication and cable television lines, water lines, natural gas lines, wastewater lines, sanitary sewer lines, connecting lines, access facilities and related equipment, stormwater lines, drainage systems and underground drainage structures, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, and any necessary accessories, or operations.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas. Grantee consents to the Public Utility Easement, as noted within the waterline easement granted to the City of Round Rock, Texas, by instrument dated June 14, 2006, recorded under Document No. 2006050943 of the Official Public Records of Williamson County, Texas.

Except as otherwise noted, the Easement, rights and privileges herein granted shall be perpetual, provided however that said Easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The Easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Easement, including the right to build and use the surface of the Easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the Easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the Easement, or diminish or substantially add to the ground cover over the facilities. Before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement.

Grantee hereby covenants and agrees:

- (a) Grantee, its agents or employees shall not fence the Easement;
- (b) Grantee, its agents or employees shall promptly backfill any trench made by Grantee on the Easement and repair any damage to Grantor's property, including but not limited to private roads, lanes, concrete and asphalt driveways, curbs, curb cuts and landscaping to a condition equal to or better than of which existed prior to the commencement of such work on Grantor's property;
- (c) To the extent allowed by law, Grantee shall indemnify and defend Grantor, including its parent companies, employees, lenders, agents, successors and assigns against any loss and damage which shall be caused by the exercise of the Easement, right-of-way, rights and privileges herein granted or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

- (d) Grantee, its agents or employees shall make immediate repairs to any and all damage to any existing utilities caused from the location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public utilities installed by Grantee on the Easement.
- (e) In the event of an emergency repair being necessary, Grantee shall provide notice to Grantor as soon as possible. In the event of non-emergency repairs which shall require Grantee to temporarily close the ingress and egress of the Shopping Center located near the Easement, Grantee shall provide Grantor with written notice at least ten (10) days prior to the commencement of any work within the Easement which shall cause the closure of ingress and egress to the Shopping Center in excess of twenty-four (24) hours. Grantee shall advise Grantor as to the length of time of such closing of the ingress and egress, so Grantor may provide notice of such closing to tenants of the shopping center, in accordance with lease agreement provisions. Grantee further agrees that no more than one ingress and egress of the Shopping Center shall be closed at any given time for repairs, construction, operation, enlargement, maintenance, alteration, rebuilding, removal and patrol of the public utilities installed by Grantee on the Easement, except in the event of an emergency.
- (f) Grantee shall use its best efforts to avoid or minimize any interruptions to the ingress and egress, access ways or driveways, and parking spaces located within the Shopping Center or within the Easement. No portion of the Shopping Center or property of the Grantor shall be used at any time for the storage of vehicles or construction staging. Grantee shall keep the property of Grantor clear of any debris.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the Easement as a Public Utility Easement for the purposes stated herein.

Notices: All notices and other communications given pursuant to this agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor: IA Round Rock University Oaks Limited Partnership
c/o InvenTrust Properties Corp.
3025 Highland Parkway, Suite 350
Downers Grove, Illinois 60515
Phone: (630) 570-0700

Attn: Asset Management

With a copy to:

InvenTrust Properties Corp.
3025 Highland Parkway, Suite 350
Downers Grove, Illinois 60515
Phone: (630) 570-0700
Attn: Legal Department

If to Grantee:

City of Round Rock
City Manager
221 East Main Street
Round Rock, Texas 78664

With a copy to:

City Engineer
2008 Enterprise Drive
Round Rock, Texas 78664

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said Easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the _____ day of the month of _____, 2019.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the ____ day of the month of _____, 2019.

GRANTOR:

**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: _____
It: _____

ACKNOWLEDGMENT

THE STATE OF ILLINOIS §
COUNTY OF DUPAGE §

This instrument was acknowledged before me on this the ____ day of the month of December, 2019, by Christy David, Executive Vice President, General Counsel and Secretary of INVENTRUST PROPERTIES CORP, a Maryland corporation, sole member of IVT OP GP, LLC., a Delaware limited liability company, general partner of IVT OP Limited Partnership, sole member of IA Round Rock University Oaks GP, L.L.C, which is the general partner of IA ROUND ROCK UNIVERSITY OAKS LIMITED PARTNERSHIP, an Illinois limited partnership, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Illinois

Signature

Printed Name

EXHIBIT "A"

Variable Width Public Utility Easement

**METES AND BOUNDS DESCRIPTION
OF A**

0.010 ACRE TRACT OF LAND

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

BEING A 0.010 ACRE (415 SQUARE FOOT) TRACT OF LAND SITUATED IN THE EPHRAIM EVANS SURVEY, ABSTRACT NO. 212, WILLIAMSON COUNTY, TEXAS; SAID 0.010 ACRE TRACT BEING A PORTION OF LOT 2H, 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 0.010 ACRE TRACT ALSO BEING A PORTION OF LOT 2H 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 0.010 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point for the northwest corner of the herein described tract, and from which a 1/2-inch iron rod with yellow plastic cap stamped "CS LTD" found marking the westernmost northeast corner of said Lot 2H bears North 20° 41' 11" West, at a distance of 11.71 feet, same being the northeast corner of Lot 2G of said Block A, said iron rod also being on the southerly right-of-way (R.O.W.) line of University Boulevard (a variable width R.O.W.);

THENCE North 69° 11' 00" East, traveling across the interior of said Lot 2H, a distance of 40.21 feet to a calculated point for the northeast corner of the herein described tract, said point being on the common easterly line of said Lot 2H and the westerly line of Lot 1, Block A, Oakmont Centre Section Two, filed on October 4, 1984, and recorded in Cabinet F, Slide 174, P.R.W.C.T., and from which a 1/2-inch iron rod with orange plastic cap stamped "Waterloo RPLS 4324" found marking the easternmost northeast corner of said Lot 2H bears North 20° 54' 30" West, at a distance of 11.62 feet, said iron rod also marking an angle point on the southerly R.O.W. line of said University Boulevard;

THENCE South 20° 54' 30" East, with the common easterly line of said Lot 2H and the westerly line of said Lot 1, a distance of 10.38 feet to a calculated point for the southeast corner of the herein described tract;

THENCE South 69° 18' 05" West, traveling across the interior of said Lot 2H, a distance of 40.25 feet to a calculated point for the southwest corner of the herein described tract, said point being on a westerly line of said Lot 2H, same being the easterly line of said Lot 2G;

THENCE North 20° 41' 11" West, with a westerly line of said Lot 2H, same being the easterly line of said Lot 2G, a distance of 10.29 feet to the **POINT OF BEGINNING** of the herein described tract, delineating and encompassing within the metes recited 0.010 acre (415 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 September of 2015.

Exhibit "A" continued
Description of a 0.010 acre tract

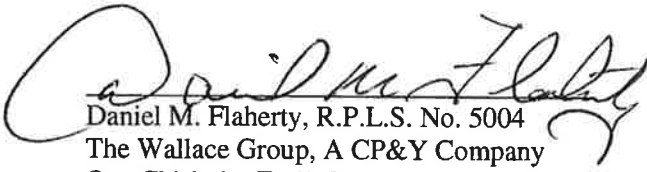
Basis of Bearings: Bearings are based on the Texas State Plane Coordinate System (Central Zone – NAD 83) which is based on Leica's Central Texas GPS Cooperative CORS RTK Network.

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-4713 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-4713
22824-FN14.doc



09-30-2015
Date

EXHIBIT "A"
(VARIABLE WIDTH PUBLIC UTILITY EASEMENT)
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION
OF A 0.010 ACRE (415 SQ. FT.) TRACT OF LAND
IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS

SCALE: 1" = 100'

R.O.W. LINE

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

1/2" IRON ROD WITH
YELLOW PLASTIC CAP
STAMPED "CS LTD"

N 69°11'00" E
40.21'

R.O.W. LINE

N 20°54'30" W - 11.62'

N 20°41'11" W - 11.71'

N 20°41'11" W - 10.29'

S 20°54'30" E
10.38'

**FIELD NOTE
POINT OF
BEGINNING**

S 69°18'05" W - 40.25'

VARIABLE WIDTH PUBLIC
UTILITY EASEMENT
0.010 ACRE (415 SQ. FT.)

LOT 2F
BLOCK A

REPLAT OF LOT 2
EAST CHANDLER RETAIL CENTER
CABINET CC, SLIDES 230-233
P.R.W.C.T.
FILED: NOVEMBER 2, 2006

LOT 2G
BLOCK A

REPLAT OF LOT 2
EAST CHANDLER RETAIL CENTER
CABINET CC, SLIDES 230-233
P.R.W.C.T.
FILED: NOVEMBER 2, 2006

LOT 2H
BLOCK A

LOT 2G
LOT 2H
LOT 1

LOT 1
BLOCK A

OAKMONT CENTRE
SECTION TWO
CABINET F, SLIDE 174
P.R.W.C.T.
FILED: OCTOBER 4, 1984

INLAND AMERICAN ROUND ROCK
UNIVERSITY OAKS LIMITED PARTNERSHIP
DOC. NO. 2010029662
O.P.R.W.C.T.
FILED: MAY 6, 2010

LOT 2H
BLOCK A
REPLAT OF LOT 2
EAST CHANDLER RETAIL CENTER
CABINET CC, SLIDES 230-233
P.R.W.C.T.
FILED: NOVEMBER 2, 2006

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 ORANGE CAP STAMPED "WATERLOO RPLS 4324" UNLESS OTHERWISE NOTED
- = SET 1/2" IRON ROD WITH ALUMINUM CAP STAMPED "CORR 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 30TH DAY OF SEPTEMBER 2015.

SURVEYED: OCTOBER, 2014

DANIEL M. FLAHERTY, RPLS NO. 5004



3 OF 3

SCALE 0 100 200
© 2015 ALL RIGHTS RESERVED

PLAT NO. A-4713 DRAFT DATE 09-30-2015 DRAWN BY DV
WORK ORDER NO. 22824 FIELDBOOK/PG. 195/9 TAB # A-4713
DIGITAL FILE 22824R-PARCELS F/N # 22824-FN14

EXHIBIT “B” (OAKMONT ROADWAY CONNECTION
EXHIBIT) FOLLOWS THIS PAGE

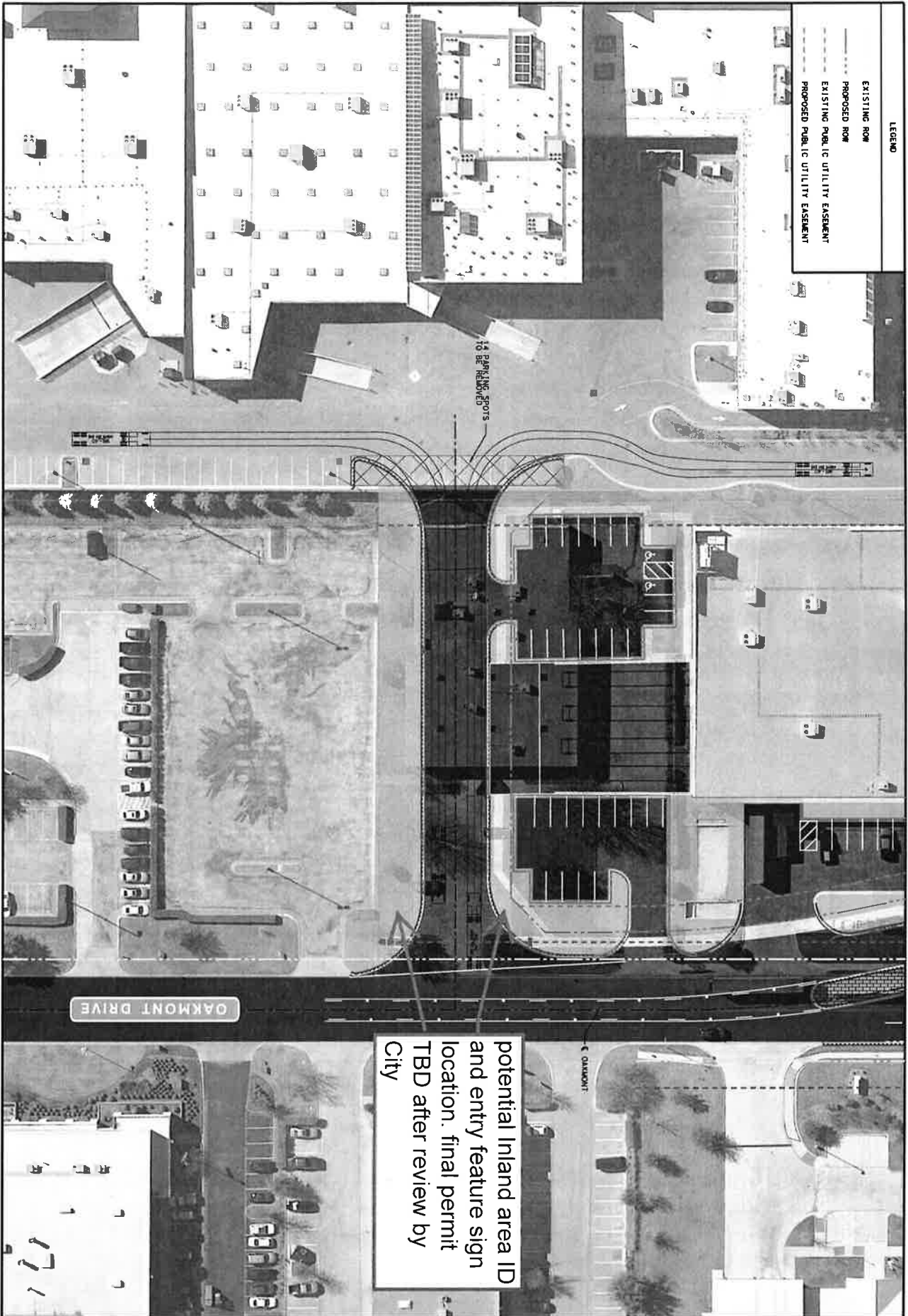
LEGEND

EXISTING ROW

PROPOSED ROW

EXISTING PUBLIC UTILITY EASEMENT

PROPOSED PUBLIC UTILITY EASEMENT



OAKMONT DRIVE

potential Inland area ID
and entry feature sign
location. final permit
TBD after review by
City

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING,
OR PERMIT PURPOSES
KCI KENNEDY CONSULTING
TYPE REG. # F-926
ENGINEER: MATTHEW A. WERNER
P.E. NO. 107847, DATE: 9/19/2016

UNIVERSITY BLVD
OAKMONT CONNECTION



KCI KENNEDY CONSULTING
A JMT Company TYPE REG. NO. F-926



EXHIBIT “C” (LICENSE AGREEMENT FOR AREA
IDENTIFICATION SIGN FORM) FOLLOWS THIS
PAGE

LICENSE AGREEMENT

Area Identification and Entry Feature Sign

This License Agreement ("Agreement"), is entered into by and between the **CITY OF ROUND ROCK, TEXAS** (hereinafter "Licensor"), a Texas home rule municipality, and **IA ROUND ROCK UNIVERSITY OAKS LIMITED PARTNERSHIP**, an Illinois limited partnership ("Licensee").

WHEREAS, Licensor is the owner of the real property (hereinafter, "Licensor Property"), which is described as a portion of Lot 2, Block "A" of Oakmont Centre, Section 2, a Subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet F, Slide 174, Plat Records of Williamson County, Texas; being further described and shown in Exhibit "A"; and

WHEREAS, Licensee owns the property Lots 2A-2I, Replat of Lot 2 of East Chandler Retail Center, a subdivision in the City of Round Rock, Williamson County, Texas, according to the map or plat thereof recorded in Document No. 2006096326 of the Official Public Records of Williamson County, Texas ("Licensee Property"); and

WHEREAS, Licensee desires to exercise certain rights and privileges within the Property; and

WHEREAS, Licensor desires to grant Licensee certain rights and privileges within the Property; and

NOW, THEREFORE, it is agreed as follows:

License

1. Licensee shall have the right to enter Licensor's Property and install, construct, maintain, and repair one (1) permitted Area Identification and Entry Feature Sign and associated landscape improvements ("Licensee's Improvements") in, over and upon the portion of the Property as shown in Exhibit "B".

It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any additional interest or estate of any kind in the easement located within the Property by virtue of this license.

It is further understood that before the installation of Licensee's Improvements or subsequent improvements, but not for the purpose of maintaining, upgrading or repairing, Licensee shall obtain all required permits from Licensor.

It is further understood that Licensee must comply with all other requirements of the Code of Ordinances of the City of Round Rock, Texas. Licensor agrees to permit the Licensee's Improvements, if necessary, and will not charge a permit fee, application fee or any other fee to obtain the permit.

It is further understood that Licensor has no duty to maintain, operate, replace, upgrade, or repair any of Licensee's Improvements in or upon the Property, including the payment of any fees of any kind associated with any of Licensee's Improvements.

Consideration

2. In consideration for this license, Licensee shall pay Licensor \$10.00 and other valuable consideration.

Assignable

3. This Agreement is fully assignable to purchasers in due course of either the Licensee Property or Licensor Property, including all successors and assigns, or to any tenant of Licensee or Licensor. Any buyer or assignee of either the Licensee Property or Licensor Property will take subject to the terms and conditions of this Agreement, which shall survive any transfer.

Termination

4. This Agreement is terminable by either party at will by the giving of actual notice of a particular termination date to the other party, but with not less than thirty (30) days' notice. After the termination date any improvements which have not been removed by Licensee shall automatically be subject to removal by Licensor without additional notice or additional compensation to Licensee or any tenant.

Indemnity

5. LICENSEE SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS, AND SHALL INDEMNIFY AND HOLD HARMLESS LICENSOR, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S EXERCISE OF THE LICENSE UNDER THIS AGREEMENT, EXCEPT FOR ACTS OF LICENSOR OR ITS OFFICERS, AGENTS OR EMPLOYEES, THAT ARE NEGLIGENT OR OF WILLFUL MISCONDUCT OR OF LICENSOR'S CONTRACTOR'S ACTS THAT ARE NEGLIGENT OR OF WILLFUL MISCONDUCT.

Release

6. Licensee assumes full responsibility for its exercise of the license, and except for the acts of Licensor or its officers, agents or employees, that are grossly negligent or of willful misconduct or of Licensor's contractor's acts that are negligent or of willful misconduct, Licensee hereby releases, relinquishes and discharges Licensor, its officers, agents and employees from all claims, demands, and causes of action of every kind and character, including the costs of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same

be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with, Licensee's exercise of the license under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

Venue

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

Notice

8. Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

LICENSOR: City of Round Rock
Attn: City Manager
221 East Main St.
Round Rock, TX 78664

LICENSEE: IA Round Rock University Oaks Limited Partnership
c/o Legal Department-Leasing
3025 Highland Parkway, Suite 350
Downers Grove, IL 60515

IN WITNESS WHEREOF, this Agreement is executed with effective date being the date last executed below.

[signature pages follow]

LICENSOR:

CITY OF ROUND ROCK, TEXAS

By: _____
Laurie Hadley, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared **LAURIE HADLEY**, as City Manager of the **CITY OF ROUND ROCK, TEXAS**, a Texas home rule municipality, on behalf of said municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given my hand and seal of office on this the _____ day of _____, 2019.

Notary Public, State of Texas

(Licensee Signature and Acknowledgement Next Page)

LICENSEE:

IA ROUND ROCK UNIVERSITY OAKS 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: _____

Its: _____

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared _____, the _____ of **IA ROUND ROCK UNIVERSITY OAKS LIMITED PARTNERSHIP**, on behalf of said company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given my hand and seal of office on this the _____ day of _____, 2019.

Notary Public, State of _____

After recording, return to:

Sara White
City Clerk, City of Round Rock
221 E. Main St.
Round Rock, TX 78664