

# EXHIBIT

## "A"

### **REAL ESTATE CONTRACT**

Gattis School Road Ph. 3 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between GATTIS SCHOOL ROAD BUSINESS PARK, LTD., a Texas 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 0.414 acre (18,032 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**);

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

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of THREE HUNDRED FOURTEEN THOUSAND TWO HUNDRED FORTY-EIGHT and 00/100 Dollars (\$314,248.00).

#### **Payment of Purchase Price**

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

### Special Provisions and Additional Consideration

2.03. Landscape License. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, within thirty (30) days following the certification of substantial completion of the roadway construction project proposed upon the Property to a level which shall allow landscape installation which Purchaser determines will not interfere with the completion of roadway facility construction, and which notice of such certification shall be immediately provided to Seller, Purchaser and Seller shall execute and record a Landscape License Agreement in the form as shown in Exhibit "B" attached hereto and incorporated herein, and which shall allow Seller to install and maintain certain landscape improvements upon portions of the Property according to the terms of the agreement. Seller may request the review and determination of the status of completion of the construction activities upon the Property from City at any time throughout the progress of the work, which consent shall not be unreasonably withheld.

2.04. Existing Water Meter Relocation. By execution of this Contract the parties acknowledge that a portion of the Purchase Price includes compensation for Seller to relocate the property's existing water meter and related appurtenances out of the Property acquired herein and on to the Seller's remaining property, and that such activity and obligation shall be the sole responsibility of the Seller, and shall not be undertaken as part of the Purchaser's proposed roadway project construction.

### **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 in lieu of and 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 May 15, 2021, or at such time, date, and place as Seller and Purchaser may agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide 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, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance 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.

**SELLER:**

GATTIS SCHOOL ROAD BUSINESS PARK, LTD.,  
a Texas limited partnership

By: 

Address: 901 S. Mopac Expwy Bldg 1, Ste 270

Name: Pat Ivy

Austin, TX 78746

Its: Sec / Treas of General Ptr

Date: 3/26/2021

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

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

Address: 221 E. Main Street  
Round Rock, Texas 78664

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



EXHIBIT A

**County:** Williamson  
**Parcel:** 24  
**Project:** Gattis School Road

**PROPERTY DESCRIPTION FOR PARCEL 24**

DESCRIPTION OF A 0.414 ACRE (18,032 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A (7.442 ACRES), GATTIS SCHOOL BUSINESS PARK, SECTION ONE, A SUBDIVISION OF RECORD IN CABINET P, SLIDE 104-105 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND DESCRIBED IN GENERAL WARRANTY DEED TO GATTIS SCHOOL ROAD BUSINESS PARK, LTD. RECORDED IN DOCUMENT NO. 2007033612 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.414 ACRE (18,032 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" iron rod found 567.82 feet right of proposed Gattis School Road Baseline Station 82+13.01, being an angle point in the westerly boundary line of said Lot 1, Block A, same being an angle point in the easterly boundary line of Lot 1A-1, Block "B", Replat of Lot 1-A, Block B, Interchange Business Park, Section 1 (Revised), a subdivision of record in Cabinet AA, Slide 332-333 of the Plat Records of Williamson County, Texas, and from which a 1/2" iron rod found, being the southwesterly corner of said Lot 1, Block A bears S 21°05'18" E, at a distance of 189.69 feet;

**THENCE**, with the common boundary line of said Lot 1A-1 and said Lot 1, Block A, N 21°17'29" W, for a distance of 478.56 feet to an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10154372.14, E=3143163.92 TxSPC Zone 4203), 119.16 feet right of proposed Gattis School Road Baseline Station 80+22.91, in the proposed southerly Right-of-Way (ROW) line of Gattis School Road (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, continuing with said common boundary line, **N 21°17'29" W**, for a distance of **41.71** feet to an iron rod with plastic cap stamped "TERRA-FIRMA" found, being the northeasterly corner of said Lot 1A-1, same being an angle point in the existing easterly ROW line of Double Creek Drive (ROW width varies), for an angle point herein, and from which a 1/2" iron rod found, being the common line of said Lot 1A-1, and said existing easterly ROW line bears S 87°55'13" W, at a distance of 4.13 feet;
- 2) **THENCE**, departing said Lot 1A-1, with said existing easterly ROW line of Double Creek Drive, same being the westerly boundary line of said Lot 1, **N 21°06'52" W**, for a distance of **21.17** feet to an "X" cut in concrete found, being the intersection of said existing easterly ROW line Double Creek Drive, with the existing southerly ROW line of Gattis School Road (ROW width varies), same being the northwesterly corner of said Lot 1, for the northwesterly corner of the herein described tract;
- 3) **THENCE**, departing said existing easterly ROW line Double Creek Drive, with said existing southerly ROW line of Gattis School Road, same being the northerly boundary line of said Lot 1, **N 88°01'38" E**, for a distance of **590.60** feet to a 1/2" iron rod found, being an ell corner in said existing southerly ROW line, also being the northeasterly corner of said Lot 1, for the northeasterly corner of the herein described tract;
- 4) **THENCE**, continuing with said existing southerly ROW line, with the easterly boundary line of said Lot 1, **S 01°56'45" E**, for a distance of **2.00** feet to a calculated point, being the northwesterly corner of said Lot 7A, Block "B", Final Plat of Round Rock Independent School District High School #5 A Final Plat of 94.608 Acres and A Replat of Lot 7, Block B, Interchange Business Park Section Two, a subdivision of record in Cabinet EE, Slide 294-295, Plat Records of Williamson County, Texas, same being an ell corner in said existing southerly ROW line, for a point on line;

- 5) **THENCE**, departing said existing southerly ROW line, with the common boundary line of said Lot 1 and said Lot 7A, **S 01°56'45" E**, for a distance of **28.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 69.76 feet right of proposed Gattis School Road Baseline Station 85+93.42, in said proposed southerly ROW line, for the southeasterly corner of the herein described tract, and from which, a 1/2" iron rod found, being the southeasterly corner of said Lot 1, same being an ell corner in the westerly boundary line of said Lot 7A bears **S 01°56'45" E**, at a distance of 660.22 feet;

**THENCE**, departing said Lot 7A, through the interior of said Lot 1, with said proposed ROW line, the following two (2) courses:

- 6) **S 88°04'17" W**, for a distance of **540.01** feet to an iron rod with aluminum cap stamped "ROW 4933" set 89.38 feet right of proposed Gattis School Road Baseline Station 80+52.75, for an angle point;
- 7) **S 43°04'45" W**, for a distance of **42.15** feet to the **POINT OF BEGINNING**, containing 0.414 acre (18,032 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

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

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

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

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

*M. Stephen Truesdale*

*4 Nov 2020*

Date

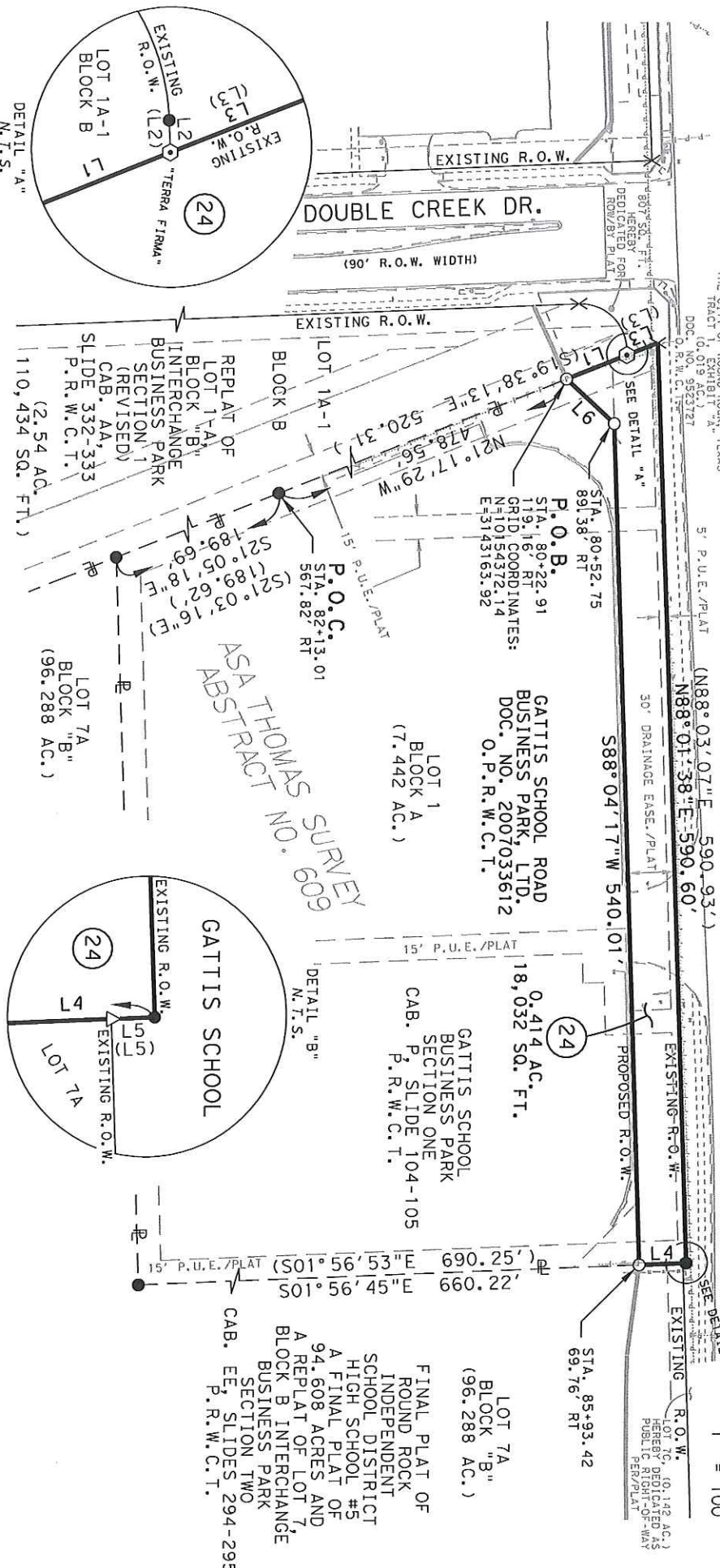
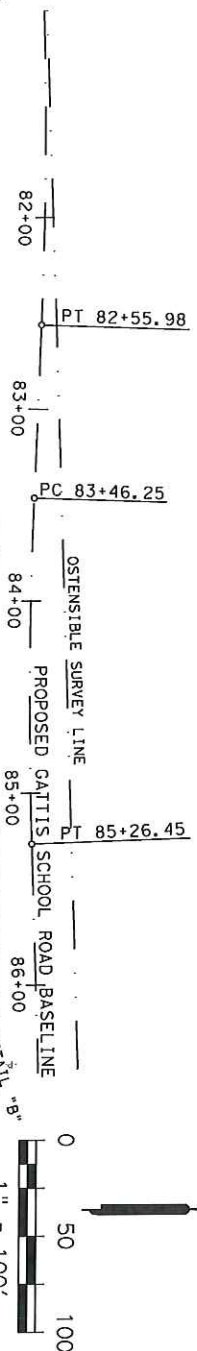
M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681





NUMBER	DIRECTION	DISTANCE
L1	N21° 17' 29" W	41.71'
L2	S87° 55' 13" W	4.13'
(L2)	(N89° 41' 43" E)	(4.20')
L3	N21° 06' 52" W	21.17'
(L3)	(N19° 39' 40" W)	(21.21')
L4	S01° 56' 45" E	28.00'
L5	S01° 56' 45" E	2.00'
(L5)	(S01° 57' 22" E)	(2.00')
L6	S43° 04' 45" W	42.15'

(R.O.W. WIDTH VARIES)



**INLAND  
GEODETICS**

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

PARCEL PLAT SHOWING PROPERTY OF

**GATTIS SCHOOL ROAD BUSINESS PARK, LTD.**

SCAI F

 $1'' = 100'$ 

PROJECT

GATTIS SCHOOL ROAD

COUNTY

WILLIAMSON

PARCEL 24

S:\\*RTG\GATTIS SCHOOL - WINDY PARK TO RR RANCH RD\PARCELS\PARCEL 24-GATTIS SCHOOL ROAD BUSINESS PARK\PARCEL 24-GATTIS SCHOOL ROAD BUSINESS PARK-REV.dwg

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

● 1/2" IRON ROD FOUND, UNLESS NOTED	℄ CENTER LINE
⊗ IRON SET W/ PLASTIC CAP	℄ PROPERTY LINE
STAMPED "INLAND-4933"	( ) RECORD INFORMATION
⊗ IRON ROD FOUND W/PLASTIC CAP, AS NOTED	— LINE BREAK
⊕ COTTON GIN SPINDLE FOUND	— DENOTES COMMON OWNERSHIP
⊗ 1/2" IRON PIPE FOUND, UNLESS NOTED	P.O.B. POINT OF BEGINNING
X CUT FOUND	P.O.C. POINT OF COMMENCING
⊗ MAG NAIL FOUND	N.T.S. NOT TO SCALE
▲ 60/D NAIL FOUND	STMSE STORM SEWER EASEMENT
▲ MAG NAIL SET	SSE SANITARY SEWER EASEMENT
Δ CALCULATED POINT	P.U.E. PUBLIC UTILITY EASEMENT
○ IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "ROW-4933" SET	O.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	P.R.W.C.T. PLAT RECORDS
	WILLIAMSON COUNTY, TEXAS

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1920248-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 23, 2019, ISSUE DATE JUNE 6, 2019.

1. RESTRICTIVE COVENANTS: CABINET P, SLIDE 104-105, OF THE PLAT RECORDS AND IN DOCUMENT NO. 9602681, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. 30 FOOT DRAINAGE EASEMENT ALONG THE NORTH PROPERTY LINE AS SHOWN ON PLAT, AFFECTS AS SHOWN.

B. 5 FOOT PUBLIC UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE AS SHOWN ON PLAT, AFFECTS AS SHOWN.

C. 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE EAST AND WESTERLY PROPERTY LINE AS SHOWN ON PLAT, AFFECTS AS SHOWN.

D. 15 FOOT PUBLIC UTILITY EASEMENT, AFFECTS AS SHOWN, AND 30 FOOT PUBLIC UTILITY EASEMENT TRAVERSING SUBJECT PROPERTY, DOES NOT AFFECT.

E. PUBLIC UTILITY EASEMENT TO THE CITY OF ROUND ROCK TEXAS RECORDED IN VOLUME 1520, PAGE 697, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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

M. STEPHEN TRUESDALE DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933

INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681



ACQUISITION	ACRES	SQUARE FEET
CALC/DEED AREA	7.442	324,174
REMAINDER AREA	7.028	306,142

PARCEL PLAT SHOWING PROPERTY OF

GATTIS SCHOOL ROAD BUSINESS PARK, LTD.

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

SCALE  
1" = 100'

PROJECT  
GATTIS SCHOOL ROAD

COUNTY  
WILLIAMSON

PARCEL 24



# EXHIBIT "B" TO CONTRACT

## LANDSCAPE LICENSE AGREEMENT

Gattis School Road (Phase 3)

This Agreement is made by and between the **CITY OF ROUND ROCK**, a Texas home rule municipality, whose address is 221 East Main Street, Round Rock, Texas 78664 (hereinafter "Licensor"), and **GATTIS SCHOOL ROAD BUSINESS PARK, LTD.**, a Texas limited partnership, whose address is 510 S. Congress Ave., Suite 400, Austin, Texas 78704 (hereinafter, "Licensee," whether one or more).

**WHEREAS**, Licensor is the owner of that certain 0.414 acre of real property acquired from Licensee (hereinafter "Right of Way"), which is the public right-of-way used for Gattis School Road and related appurtenances and facilities, as depicted in Exhibit "A," attached hereto and incorporated herein by reference for all purposes; and

**WHEREAS**, Licensee desires to exercise certain rights and privileges upon portions of the Right of Way; and

**WHEREAS**, Licensor desires to grant Licensee certain rights and privileges upon certain portions of the Right of Way; and

**NOW, THEREFORE**, it is agreed as follows:

### **I. License**

- 1.1 Licensee shall have the right to install and maintain landscaping and irrigation improvements in the location as shown in Exhibit "B" and designated as 10 ft. landscape license (hereinafter the "Property"), subject to all conditions recited herein.
- 1.2 It is understood that this Agreement creates a license only and that Licensee does not and shall not claim at any time any interest or estate of any kind in the public rights-of-way located within the Property by virtue of this license.
- 1.3 It is further understood that before the installation of any of the current or subsequent improvements in the locations depicted in Exhibit "B", Licensee shall present a detailed plan to the Development Services Manager for review and approval. Approval of any plan shall be solely within the discretion of the Development Services Manager.
- 1.4 It is further understood that Licensee must comply with all other requirements of the Code of Ordinances of the City of Round Rock, Texas.
- 1.5 It is further understood that Licensor has no duty to maintain, operate, replace, or repair any improvement in or upon the Property, including the payment of any fees of any kind associated with any improvements.

## **II. Consideration**

- 2.1 In consideration for this license, Licensee has agreed to sell the Property to Licenser by separate agreement, and other good and valuable consideration.

## **III. Nonassignability**

- 3.1 The license granted in this Agreement is personal to Licensee. This Agreement is not assignable. Any assignment in violation of this Agreement will automatically terminate the license. Notwithstanding the foregoing, with the consent of the Licenser, Licensee shall be permitted to assign Licensee's license under this Agreement to any entity acquiring all or a portion of Licensee's property adjacent to the Property or a property owners association created to maintain Licensee's improvements provided such assignee assumes Licensee's obligations and rights granted under this Agreement, and Licensee shall be released from any and all obligations hereunder accruing after such assignment.

## **IV. Terminable at Will**

- 4.1 This Agreement is terminable by either party at will by the giving of ninety (90) days actual notice to the other party if necessary for Licenser to put the licensed Property to an expansion of its public use in a way which conflicts with the use by Licensee. Upon termination, any improvements to the Property, at Licenser's option exercised in writing, will become the property of Licenser and it is agreed that Licenser will not reimburse Licensee for any costs expended for said improvements.

## **V. Indemnity**

- 5.1 Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licenser, 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.

## **VI. Release**

- 6.1 Licensee assumes full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licenser, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost 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.

## **VII. Venue**

- 7.1 This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any dispute under this Agreement shall lie exclusively in the courts of Williamson County, Texas.

## **VIII. Notice**

- 8.1 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:

**CITY:** City of Round Rock  
ATTN: City Manager  
221 East Main Street  
Round Rock, Texas 78664

**COMPANY:** Gattis School Road Business Park, Ltd.

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, this AGREEMENT is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(Signatures on the following page.)

**LICENSEE:**

**GATTIS SCHOOL ROAD BUSINESS PARK, LTD.,**  
a Texas limited partnership

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF TEXAS

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, in the capacity and for the purposes and consideration recited  
herein.

\_\_\_\_\_  
Signature

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

Notary Public, State of Texas



**LICENSOR:**

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Laurie Hadley, City Manager

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

**ACKNOWLEDGMENT**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Laurie Hadley, City Manager of the City of Round Rock, in the capacity and for the purposes and consideration therein indicated.

\_\_\_\_\_  
Signature

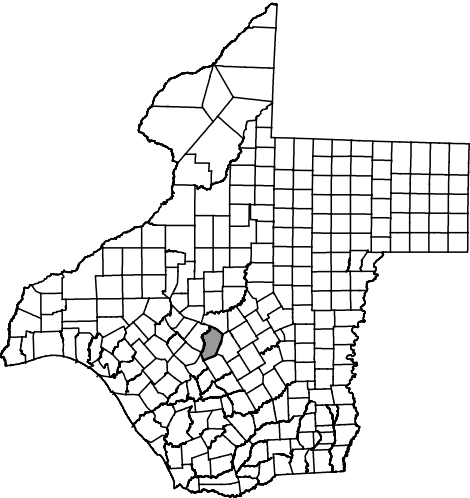
\_\_\_\_\_  
Printed Name

Notary Public, State of Texas



EXHIBIT "B-1" TO LICENSE AGREEMENT

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WILLAMSON COUNTY, TX

BEGIN SEGMENT 3  
GATTIS SCHOOL ROAD  
STA. 32+00.00


END SEGMENT 3  
GATTIS SCHOOL ROAD  
STA. 90+00.00

LOCATION MAP  
NOT TO SCALE

**LEGEND**

- EXISTING ROW
- - - EXISTING EASEMENT
- - - PROPOSED ROW
- - - PROPERTY LINE
- - - RIGHT OF WAY ACQUISITION
- 10 FT LANDSCAPE

0 30 60  
SCALE: 1" = 60'



RODRIGUEZ  
TRANSPORTATION  
GROUP  
FIRM #387

ROUND ROCK TEXAS

GATTIS SCHOOL ROAD  
(SEGMENT 3)  
**PARCEL 24**  
LANDSCAPE LICENSE

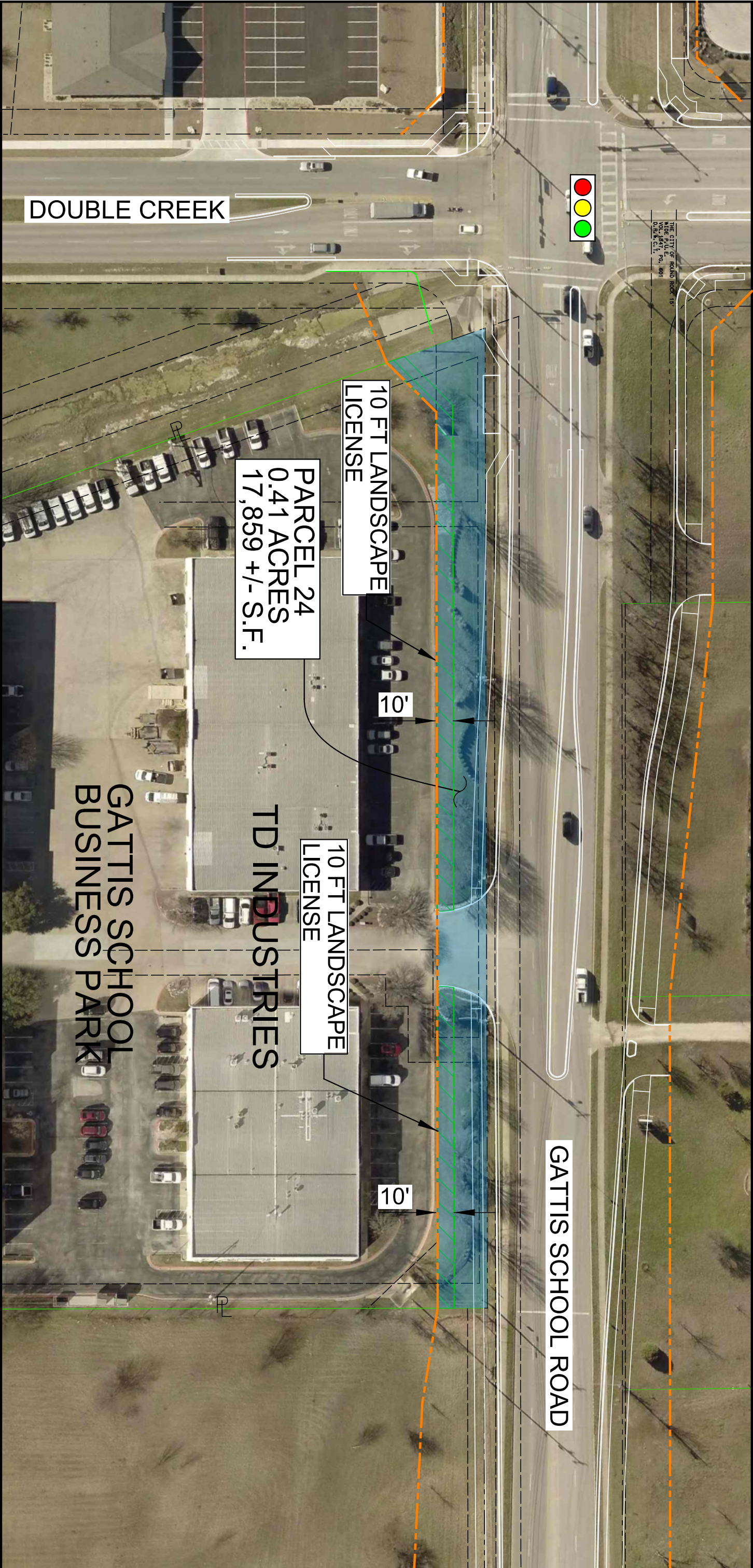
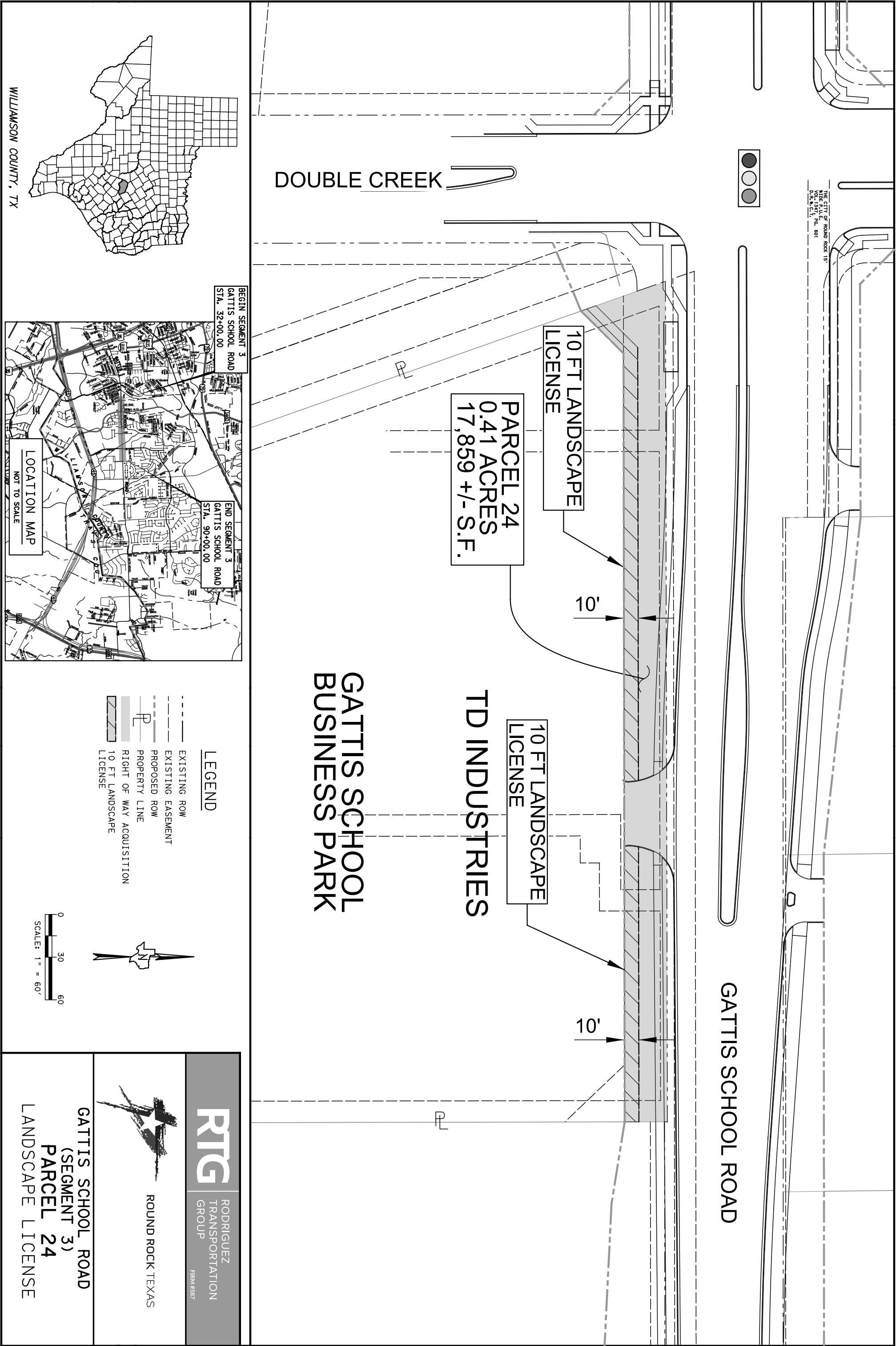




EXHIBIT "B-2" TO LICENSE AGREEMENT

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# EXHIBIT "C" TO CONTRACT

Parcel 24

## DEED

Gattis School Road Ph. 3 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 GATTIS SCHOOL ROAD BUSINESS PARK, LTD., a Texas 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 0.414 acre (18,032 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**)

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

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

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

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

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

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

*[signature page follows]*

**GRANTOR:**

GATTIS SCHOOL ROAD BUSINESS PARK, LTD.,  
a Texas limited partnership

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

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

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

**ACKNOWLEDGMENT**

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

§

§

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

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_,  
2021 by \_\_\_\_\_, in the capacity and for the purposes and consideration  
recited therein.

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

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**