

## ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("*Agreement*") is entered into this <sup>22<sup>nd</sup></sup> day of AUGUST, 2013, by and between the City of Round Rock, Texas, a Texas home rule municipal corporation ("*City*"), and Bass Pro Outdoor World, L.L.C. , a Missouri limited liability company ("*Bass Pro*").

WHEREAS, the City has adopted (a) Resolution No. R-13-08-22-02, attached as Exhibit A-1 ("*Program Resolution*"), establishing an economic development program and Resolution No. R-13-08-22-02, attached hereto as Exhibit A-2 (the "*Authorizing Resolution*"), authorizing the Mayor to enter into this Agreement with Bass Pro in recognition of the positive economic benefits to the City through Bass Pro's development of approximately 16.15 acres of land, as more particularly described on the attached Exhibit B ("*Property*") as a destination retail sporting goods store containing approximately one hundred thousand (100,000) square feet of retail space, and may include related office, warehouse and restaurant space as generally set forth on the Site Plan described in the attached Exhibit C (the Program Resolution and the Authorizing Resolution being collectively referred to herein as the "*City Resolutions*"); and

WHEREAS, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Bass Pro intends to construct, develop and operate the Project, or cause the Project to be operated, in conformance with the City's development approvals for the Project, and;

WHEREAS, the City agrees to provide performance based economic development grants to Bass Pro to defray a portion of the Project's costs.

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Bass Pro agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code and the City Resolutions, and constitutes a valid and binding obligation of the City in the event Bass Pro proceeds with the development of the Property. The City acknowledges that Bass Pro is acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to develop the Property.

2. **Definitions.**

2.1 "*Economic Incentive Payment(s)*" ("*EIPs*") means payments of the amount required to be paid by the City to Bass Pro under the Program and this Agreement.

2.2 "*Effective Date*" is the date this Agreement is executed to be effective by the City and Bass Pro.

2.3 **“One Cent Sales Tax Revenues”** means that portion of Sales Tax Revenues (defined below) resulting from the imposition of a one percent municipal sales tax on sales arising from the Project, such as that presently in effect pursuant to Texas Tax Code §321.101(a) and §321.103. If the City ever elects to charge less than a one percent (1%) sales tax but is allowed by law to collect a sales tax of one percent (1%) or more, then instead of being based on actual collections, One Cent Sales Tax Revenues attributable to sales tax collected shall be deemed to be computed as if the City did elect to charge a one percent sales tax.

2.4 **“Program”** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.

2.5 **“Project”** means Bass Pro’s planned development of the Property which shall consist of a retail sporting goods store containing approximately one hundred thousand (100,000) square feet of retail space, and may include related office, warehouse and restaurant space, as generally set forth on the Site Plan described in the attached **Exhibit C**, which Bass Pro will operate or cause to be operated.

2.6 **“Sales Tax Effective Date”** means the first day of the month following the date upon which Bass Pro certifies in writing that it has received one or more certificates of occupancy for and has begun retail operation of the Project.

2.7 **“Sales Tax Revenues”** means the amount of sales tax collected by the City arising from the Project. The term “Sales Tax Revenues” shall include any taxes authorized by the State in the future that are intended to replace sales or use tax revenues currently available to the City.

3. **Term.** This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate upon the earlier to occur of: (a) ten (10) years after the Sales Tax Effective Date; or (b) Bass Pro’s receipt of \$4,000,000.00 from the City’s payment of EIPs in the aggregate pursuant to the Program as provided in this Agreement.

4. **Rights and Obligations of Bass Pro.** In consideration of the City’s compliance with this Agreement, Bass Pro agrees as follows:

4.1 **Compliance with Development Regulations and Other Ordinances.** Bass Pro shall comply with the City’s development approval processes and shall develop the Project on the Property consistent with City ordinances, City-approved PUD zoning ordinance for the Property, City-approved development regulations, and other City development requirements.

4.2 **Bass Pro Accounting.** Bass Pro shall maintain complete books and records showing all expenses of any nature relating to the Project that City is to or will reimburse or pay under this Agreement which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Missouri limited liability companies. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than ten (10) business days prior to the date of such examination. Bass Pro shall maintain such books and

records throughout the term of this Agreement and for four (4) years thereafter. The City agrees to maintain the confidentiality of the information examined and to not disclose the information examined, or any summaries or abstracts thereof unless otherwise required by applicable law.

**4.3 Waiver of Sales Tax Confidentiality.** Bass Pro agrees to provide the City with a Waiver of Sales Tax Confidentiality in a form approved by the Texas Comptroller's Office ("*Waiver Form*"), a copy of which is attached hereto as **Exhibit D**. The Waiver Form will be utilized by the City to obtain reports filed by Bass Pro to determine the amount of sales tax revenues generated from the Project for the previous calendar quarter. Such reports shall be based upon reports filed by the Bass Pro with the Texas Comptroller's office. The City agrees to maintain the confidentiality of the information provided in such reports and to not disclose any of such information unless otherwise required by applicable law.

**4.4 Submission of Data.** Within thirty (30) days of the end of each calendar quarter, Bass Pro shall submit to the City a schedule detailing the Sales Tax Revenues for each month in that quarter. As backup for the schedule, Bass Pro shall submit the following:

(a) A copy of all sales tax reports for the Project, including amended reports, filed by Bass Pro with the Texas Comptroller's office for that quarter showing sales tax collected; and

(b) Such other data as the parties mutually determine reasonably appropriate to evidence the Sales Tax Revenues.

The City agrees to maintain the confidentiality of the information provided in such reports and to not disclose any of such information unless otherwise required by applicable law.

**4.5 Additional Retail Facility.** During the term of this Agreement, including any extensions thereof, Bass Pro agrees that it will not construct, occupy or operate any other Bass Pro Shop retail facility within the Austin—Round Rock Metropolitan Statistical Area, which includes Bastrop, Caldwell, Hays, Travis, and Williamson counties.

**5. Rights and Obligations of the City.** In consideration of Bass Pro's compliance with this Agreement, the City agrees as follows:

**5.1 Economic Incentive Payments.**

**5.1.1 City Payments.** City shall pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out here, make quarterly EIPs to Bass Pro within thirty (30) days after Bass Pro submits to the City the report and data for such quarter as required in **Section 4.4** above. The EIPs are to be calculated as follows:

(a) Calculations will be based upon sales subject to the City's one percent (1%) general sales tax;

(b) The EIPs will be an amount equal to one hundred percent (100%) of the One Cent Sales Tax Revenues generated for the immediately preceding calendar quarter, subject to the limitation provided in (c) below;

(c) The maximum amount of EIP's in any one calendar year shall not exceed \$500,000.00; and

(d) The maximum amount of the EIP's during the term of this agreement shall not exceed \$4,000,000.00.

5.1.2 Changes in Law. If, during the term of this Agreement, state law applicable to municipal taxation changes the form of sales taxes, and as a result, the EIPs differ from the amount which would have been paid to Bass Pro under the laws in effect as of the Effective Date of this Agreement, then the City shall adjust the EIPs using whatever other taxes and revenues generated by the Project that are legally available to City which can be allocated to the EIPs so as to achieve the same economic benefits to both parties as would have resulted had the law not changed. However, this section is not intended to require the City to use funds from other sources which are not within the City's discretion to allocate to the Project, so as to achieve the same economic benefits to both parties as would have resulted had the law not changed.

5.1.3 Payments Subject to Future Appropriations. Although certain payments under this Agreement are calculated based on a formula applied to sales tax revenues, this Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Bass Pro. All payments by the City under this Agreement are subject to the City's appropriation of funds for such payments in the budget year for which they are made. The payments to be made to Bass Pro, if paid, shall be made solely from annual appropriations from the general funds of the City or from such other funds of the City as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements. If the City Council determines to not appropriate all or a portion of the funds in any fiscal year for payments due under this Agreement, the City agrees that all other existing Chapter 380 agreements will likewise not be appropriated on the same percentage basis. In the event that the City does not appropriate funds in any fiscal year for payments due under this Agreement, such failure shall not be considered a default under Section 6.3, and the City shall not be liable to Bass Pro for such payments otherwise due during such fiscal year; however, the term of this Agreement shall be extended one (1) year for each year the City fails to appropriate funds for payments otherwise due under this Agreement. Bass Pro shall also have the right but not the obligation to rescind this Agreement. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

5.1.4 City Accounting. The City shall maintain complete books and records showing sales taxes remitted to the City by the State and disbursements of EIPs to Bass Pro, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of Bass Pro during normal business hours upon request made not less than ten (10) business days prior to the date of such examination. The City shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter. The City agrees to maintain the confidentiality of

the books and records of disbursements to Bass Pro and to not disclose any of such information unless otherwise required by applicable law.

5.1.5 Utility Services for the Property. In addition to the EIP's provided for herein, the City will reimburse Bass Pro for the cost of necessary infrastructure improvements expended on the Project, including utilities to the boundaries of the Property (water, wastewater, gas and electricity), parking areas, storm water control on the Property to the detention area, traffic and signalization improvements to the Project, and required landscaping, but not to exceed \$500,000.00. Bass Pro will provide documentation as reasonably determined and requested by the City to verify such costs. Fees for water and wastewater impact fees and service charges assessed for water usage and waste water disposal shall be the same as charged to similarly situated properties.

5.1.6 Permitting. The City shall cooperate with Bass Pro to expeditiously process all City permit applications and City inspections, and agrees to waive City fees associated with new construction permit fees.

6. Miscellaneous.

6.1 **Mutual Assistance.** The City and Bass Pro will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

6.2 **Representations and Warranties.** The City represents and warrants to Bass Pro that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction, in a final non-appealable judgment. In the event of an order by a court of competent jurisdiction restricting the foregoing authority of the City, the City represents and warrants that it will use all reasonable diligence and efforts to have the order overturned in such court and through the exhaustion of all appeals, at its expense. Bass Pro represents and warrants to the City that it has the requisite authority to enter into this Agreement.

6.3 **Default.** If either the City or Bass Pro should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, Bass Pro shall have the right to pursue any remedy at law or in equity for the City's breach. If Bass Pro remains in default after notice and opportunity to cure, the City's remedy shall initially be limited to suspension of the EIPs that accrue after the date of such default until such default is cured. After any such default is cured, the City shall promptly forward any such suspended payment to Bass Pro. If Bass Pro's default is not cured within sixty (60) days after Bass Pro's receipt of a second notice of default from the City that clearly and conspicuously indicates the City's intention to terminate this Agreement, the City may terminate this Agreement by giving Bass Pro written notice of such termination prior to the date Bass Pro cures such default. Any EIPs from City to Bass Pro which is not timely paid by City (unless due

to Bass Pro's default) shall incur interest at the highest rate per annum allowed by the applicable law of the State of Texas from the date such EIPs are due until paid. Any funds owed by Bass Pro to the City which are not timely paid by Bass Pro shall incur interest at the highest rate per annum allowed by the applicable law of the State of Texas from the date such funds are due until paid.

**6.4 Attorney's Fees.** In the event any legal action or proceeding is commenced between the City and Bass Pro to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

**6.5 Entire Agreement.** This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Bass Pro.

**6.6 Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

**6.7 Assignment.** Bass Pro may not assign all or part of its rights and obligations to a third party without the express written consent of the City (which consent shall not be unreasonably withheld, conditioned or denied).

**6.8 Amendment.** This Agreement may be amended by the mutual written agreement of the parties.

**6.9 Termination.** In the event Bass Pro elects not to proceed with the Project as contemplated by this Agreement, Bass Pro shall notify the City in writing of such election, and this Agreement and the obligations on the part of both parties shall thereafter be deemed terminated and of no further force or effect. Notwithstanding the above, in the event Bass Pro does not substantially complete the construction of the Project and open for the business by March 31, 2016 (subject to delays caused by an event of force majeure), the City may terminate this Agreement by giving Bass Pro notice thereof prior to the date the Project is opened for business.

**6.10 Notice.** Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City:      City of Round Rock  
                         221 E. Main Street  
                         Round Rock, TX 78664  
                         Attn: City Manager  
                         Phone: (512) 218-5400  
                         Email: [snorwood@roundrocktexas.gov](mailto:snorwood@roundrocktexas.gov)

With a required copy to:

Sheets & Crossfield  
309 E. Main Street  
Round Rock, TX 78664  
Attn: Stephan L. Sheets  
Phone: (512) 255-8877  
Email: [steve@scrllaw.com](mailto:steve@scrllaw.com)

If to Bass Pro: Bass Pro Outdoor World, L.L.C.  
2500 East Kearney  
Springfield, Missouri 65898  
Attn: General Counsel  
Phone: (417) 873-5000  
Fax: (417) 873-4399

With required copies to:  
Thomas Y. Auner  
3645 S. Culpepper Circle  
Springfield, Missouri 65804  
Phone: (417) 841-2777  
Email: [tomauner@aol.com](mailto:tomauner@aol.com)

Either party may designate a different address at any time upon written notice to the other party.

**6.11 Interpretation.** Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

**6.12 Applicable Law.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

**6.13 Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**6.14 Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

6.15 **No Third Party Beneficiaries.** This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

6.16 **Force Majeure.** Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "*event of force majeure*"). An *event of force majeure* for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier/contractor/transporter failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.

6.17 **Exhibits.** The following Exhibits A - D are attached and incorporated by reference for all purposes:

<u>Exhibit A-1:</u>	City Resolution No. <u>R-13-08-22-62</u>
<u>Exhibit A-2:</u>	City Resolution No. <u>R-13-08-22-63</u>
<u>Exhibit B:</u>	Bass Pro Property Description
<u>Exhibit C:</u>	Project Site Plan
<u>Exhibit D:</u>	Waiver of Sales Tax Confidentiality Form

6.18 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

6.19 **No Waiver.** Nothing contained herein shall be construed as the City's waiver of any of its rights under the common law, constitutional law, or statutory law regarding sovereign immunity.

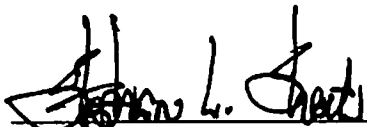


EXECUTED to be effective as of the 22<sup>nd</sup> day of August, 2013 (the "Effective Date").

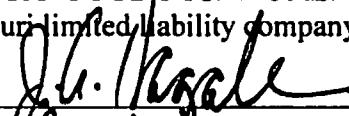
**CITY OF ROUND ROCK, TEXAS,**  
a home rule city and municipal corporation

By:   
Alan McGraw, Mayor

APPROVED as to form:

  
Stephen L. Sheets, City Attorney

**BASS PRO OUTDOOR WORLD, L.L.C.**  
a Missouri limited liability company

By:   
Its: President

Date: 8-14-2013

EXHIBIT A-1

CITY RESOLUTION NO. R-13-08-22-02

**RESOLUTION NO. R-13-08-22-G2**

**WHEREAS**, Bass Pro Outdoor World, L.L.C. (“Bass Pro”) is a well-known destination retail sporting goods company; and

**WHEREAS**, Bass Pro is considering the construction of a retail sales facility in the City with a minimum of 100,000 square feet (the “Facility”); and

**WHEREAS**, Bass Pro is also considering investing a minimum of \$20,000,000 in real and personal property in the City within five (5) years of opening the Facility; and

**WHEREAS**, Bass Pro intends to hire 175 full-time and part time employees in the City; and

**WHEREAS**, the City desires businesses such as Bass Pro to locate in the City; and

**WHEREAS**, the City is willing to consider granting certain incentives to Bass Pro if it locates the Facility in the City; and

**WHEREAS**, the purpose of this Resolution is to approve an economic development program (the “Program”) as contemplated by Chapter 380 of the Texas Local Government Code whereby Bass Pro intends to construct, develop and operate the Project, or cause the Project to be operated, in conformance with the City’s development approvals for the Project; and

**WHEREAS**, the City Council has determined that the Program described in Exhibit “A” will meet the goals set forth in said §380.001 and will be of mutual benefit to both parties, Now Therefore

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,**

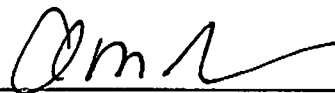
That the City offers to Bass Pro a §380.001 Program in exchange for Bass Pro constructing, developing and operating the Project, and

**BE IT FURTHER RESOLVED**

That the offer of the Program shall be as generally outlined in Exhibit "A" attached hereto and incorporated herein for all purposes.

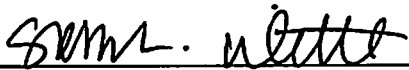
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 22nd day of August, 2013.



\_\_\_\_\_  
ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:



\_\_\_\_\_  
SARA L. WHITE, City Clerk

## EXHIBIT A

### ECONOMIC DEVELOPMENT PROGRAM

The terms of the §380.001 Economic Development Program to be offered to Bass Pro Outdoor World, L.L.C. ("Bass Pro") in exchange for Bass Pro's development of approximately 16.15 acres of land, as a destination retail sporting goods store containing approximately one hundred thousand (100,000) square feet of retail space, and may include related office, warehouse and restaurant space, are as generally outlined below:

1. Bass Pro's obligations:
  - 1.1. Bass Pro agrees to construct a retail sales facility in the City with a minimum of 100,000 square feet.
  - 1.2. Bass Pro agrees to invest a minimum of \$20,000,000 in real and personal property in the City within five (5) years of opening the Facility.
  - 1.3. Bass Pro agrees to hire 175 full-time and part time employees in the City.
2. City's obligations:
  - 2.1. City agrees to waive City permit fees associated with new construction permit fees.
  - 2.2. City agrees to expedite City approval of required permits.
  - 2.3. City agrees to the payment by the City to Bass Pro of Sec. 380 annual program grant payments equal to sales tax receipts generated by the Facility from the City's general sales tax of 1% of sales.
  - 2.4. City agrees to the aforesaid program grant payments shall not exceed \$4,000,000 total or \$500,000 per year and the obligation of the City to make said grant payments shall expire ten (10) years after the effective date of the agreement; and
  - 2.5. The City will spend up to \$500,000 for necessary infrastructure improvements to provide utilities and/or traffic improvements to the site.
3. The terms and provisions of this Program will be set out in more detail in the Economic Development Agreement of even date herewith.

EXHIBIT A-2

CITY RESOLUTION NO. R-13-04-22-G3

**RESOLUTION NO. R-13-08-22-G3**

**WHEREAS**, Bass Pro Outdoor World, L.L.C. ("Bass Pro") plans to develop approximately 16.15 acres of land, as a destination retail sporting goods store containing approximately one hundred thousand (100,000) square feet of retail space, and may include related office, warehouse and restaurant space ("Project"); and

**WHEREAS**, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby Bass Pro plans to construct, develop and operate the Project, or cause the Project to be operated, in conformance with the City's development approvals for the Project, Now Therefore

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,**

That the Mayor is hereby authorized and directed to execute on behalf of the City, an Economic Development Agreement with Bass Pro Outdoor World, L.L.C., a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

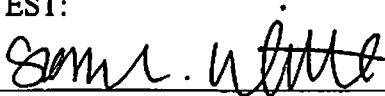
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted

**RESOLVED** this 22nd day of August, 2013.



ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:



SARA L. WHITE, City Clerk

**EXHIBIT B**

**BASS PRO SHOP PROPERTY DESCRIPTION**

**TRACT 1:**

Being a part of Lot 1A, Block B, CPG PARTNERS COMMERCIAL TRACT SECTION 4-REPLAT OF LOT 1, BLOCK B, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded under Document No. 2012071042 (See Tab 9), of the Official Public Records of Williamson County, Texas, said tract being more particularly described by metes and bounds to be shown on a survey, and containing approximately 15.01 acres.

**TRACT 2:**

Lot 5A, Block B, CPG PARTNERS COMMERCIAL TRACT SECTION 4-REPLAT OF LOT 1, BLOCK B, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded under Document No. 2012071042 (See Tab 9), of the Official Public Records of Williamson County, Texas, containing approximately 1.140 acres.

Note: Tract 1 and Tract 2 are shown on the Project Site Plan in the following Exhibit C.



**EXHIBIT C**

**PROJECT SITE PLAN**

**See Following Page**



**EXHIBIT D**

**WAIVER OF SALES TAX CONFIDENTIALITY**

Date \_\_\_\_\_

I authorize the Comptroller of Public Accounts to release sales tax information pertaining to the taxpayer indicated below to \_\_\_\_\_, a \_\_\_\_\_, its successors, assigns or nominees, and the City of Round Rock, Texas, and the Round Rock Transportation System Development Corporation. I understand that this waiver applies only to our retail store located in the City of Round Rock, Williamson County, Texas.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

Name of Taxpayer Listed on Texas Sales Tax Permit:

\_\_\_\_\_

Name Under Which Taxpayer is Doing Business ( d/b/a or Store Name):

\_\_\_\_\_

Taxpayer Mailing Address:

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

Physical Location of Business Permitted for Sales Tax in Round Rock, Texas:

\_\_\_\_\_

Tax Outlet Number  
(As shown on Texas Sales Tax Permit)

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature<sup>1</sup>:

\_\_\_\_\_

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

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

Phone: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> The authorized signature must be of an owner, officer, director, partner or agent authorized to sign a Texas Sales Tax Return. If you have questions concerning this Waiver of Confidentiality, please contact Sandra C. Joseph, Texas Comptroller of Public Accounts at (800) 531-5441, Ext. 5-0411.