

**RESOLUTION NO. R-12-11-08-H1**

**WHEREAS**, Round Rock RE Holdings, LLC, (“RE Holdings”) has expressed an interest in constructing a 59,584 square foot long-term acute care hospital thereon, with a minimum of 50 beds, (the “Facility”) in the City of Round Rock; and

**WHEREAS**, RE Holdings is expected to purchase approximately 4.089 acres of land (the “Property”) within the City as described in Exhibit “A”, to be used for location of the Facility; and

**WHEREAS**, the City Council anticipates creating a Reinvestment Zone on the Property pursuant to Chapter 312, Texas Tax Code; and

**WHEREAS**, in anticipation of the purchase of the Property by RE Holdings and the creation of the Reinvestment Zone, the City Manager has negotiated a proposed Property Tax Abatement Agreement (“Agreement”) with RE Holdings; and

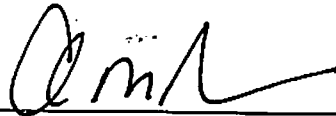
**WHEREAS**, subject to the purchase of the Property by RE Holdings and subject to the creation of the Reinvestment Zone on the Property, the Council wishes to authorize the Mayor to execute the Agreement, Now Therefore

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

That conditioned on and subject to (1) the purchase of the Property by RE Holdings and (2) the creation of a Reinvestment Zone on the Property, the Mayor is hereby authorized to execute on behalf of the City a Property Tax Abatement Agreement, a copy of which is attached hereto as Exhibit “B” and incorporated herein.

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.

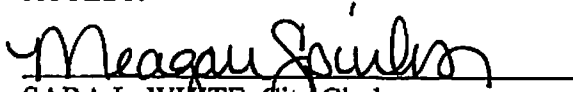
RESOLVED this 8th day of November, 2012.



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ALAN MCGRAW, Mayor  
City of Round Rock, Texas

ATTEST:



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~~SARA L. WHITE, City Clerk~~  
Megan Spunks, Asst. City Clerk

## PROPERTY TAX ABATEMENT AGREEMENT

This Property Tax Abatement Agreement (this "*Agreement*") is entered into by and between the City of Round Rock, Texas (the "*City*"), a Texas home rule municipal corporation, and Round Rock RE Holdings, LLC, ("*RE Holdings*") a Texas limited liability company.

### RECITALS

WHEREAS, RE Holdings has or will purchase a tract of land containing 4.089 acres as more fully described in the attached Exhibit A, (the "*Property*"), and intends to construct a 59,584 square foot long-term acute care hospital thereon, with a minimum of 50 beds, as described in Exhibit B (the "*Facility*"); and

WHEREAS, by entering into this Agreement, RE Holdings confirms its intent to construct the Facility thereby resulting in new economic development in City; and

WHEREAS, on the 8<sup>th</sup> day of November, 2012, the City Council, of the City of Round Rock, Texas, adopted Ordinance No. G-12-11-~~08-64~~ establishing Reinvestment Zone No. 25 (the "*Reinvestment Zone*") City of Round Rock, Texas for commercial/industrial tax abatement hereinafter referred to as "Ordinance No. G-12-11-~~08-64~~", as authorized by the Texas Property Redevelopment and Tax Abatement Act, Chapter 312, Tax Code, V.A.T.S. as amended (the "*Tax Abatement Act*") ; and

WHEREAS, the Facility will be located within the Reinvestment Zone; and

WHEREAS, the City has adopted Ordinance No. G-10-03-11-9C2, which Ordinance adopted appropriate guidelines and criteria governing reinvestment zones and tax abatement agreements to be entered into by the City as contemplated by the Tax Abatement Act; and

WHEREAS, the City has determined that the contemplated use of the Property and the Facility (as hereinafter defined) as well as the terms of this Agreement are consistent with encouraging development in the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with Ordinance No. G-10-03-11-9C2 and the guidelines and criteria adopted by the City and all applicable laws; and

WHEREAS, the Facility constitutes a major investment within the Reinvestment Zone that will substantially increase the appraised value of the Property within the Reinvestment Zone and will contribute to the retention of primary and secondary employment within the City; and

WHEREAS, the City finds that there will be no substantial adverse effects on the provision of governmental services or on its tax base and that the planned use of the Facility will not constitute a hazard to public safety, health, or welfare,

NOW THEREFORE, the parties hereto do mutually agree as follows:

**Section 1. Authorization.** This Agreement is authorized by the Tax Abatement Act, and by Resolution of the City Council of the City of Round Rock, Texas dated ~~November 8~~ 2012.

R-12-11-08-H1

**Section 2. Affiliates of RE Holdings.** The parties hereto agree that the obligations of RE Holdings set forth in and established under this Agreement may be fulfilled by RE Holdings, by one or more Affiliate of RE Holdings, or by a combination of RE Holdings and an Affiliate of RE Holdings. For purposes of this Agreement, the term "Affiliate of RE Holdings" shall have the meaning set forth in **Section 3(d)**, below.

**Section 3. Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "**Abatement**" means the full or partial exemption from ad valorem taxes of certain property in the Reinvestment Zone as more particularly set forth in **Section 5**.

(b) "**Abatement Period**" means the period of time beginning January 1, 2013, and continuing until December 31, 2016.

(c) "**Abatement Value**" means the assessed value of the Eligible Property as determined annually by the WCAD on behalf of the City less the amount of the Base Year Value.

(d) "**Affiliate of RE Holdings**" means all companies under common control with, controlled by, or controlling RE Holdings. For purposes of this definition, "control" means 51% or more of the ownership determined by either value or vote.

(e) "**Base Year Value**" means the assessed value of the Eligible Property on January 1, 2012 (or on January 1 of the year of execution of this Agreement if determined to be otherwise required by applicable law), as such value is determined by the Williamson Central Appraisal District (the "WCAD") on behalf of the City.

(f) "**City Guidelines**" means the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones created in Round Rock, Texas.

(g) "**City Delay**" means the arbitrary or unreasonable delay or failure by the City or its contractors, agents, or designees to complete review, approval, analysis and/or release of site development, building, water, wastewater, or other permits, licenses, or approvals required by the City and necessary for development or construction of the Property and the Facility in accordance with the Agreed Development Review Process and Schedule set forth in **Exhibit "D"**.

(h) "**Eligible Property**" means the Facility.

(i) "**Facility**" means the 59,584 square feet hospital with a minimum of 50 beds to be constructed by RE Holdings located on the Property in Round Rock, Texas within the Reinvestment Zone.

(j) "**Force Majeure**" means, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of the Government of the United States, the State of Texas, Williamson County, or the City of Round Rock or any civil or military authority; insurrections; riots; epidemics; landslides; lightning;

earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; and any other inability of an RE Holdings, whether similar to those enumerated or otherwise, which are not within the reasonable control of RE Holdings.

(k) **"Ineligible Property"** means any personal property that was located in the Reinvestment Zone at any time before the period covered by this Agreement.

(l) **"Recapture Liability"** means the amount of ad valorem taxes that were abated as result of this Agreement that are subject to recapture by the City from RE Holdings in the event of a default as described in Section 8.

(m) **"Reinvestment Zone"** means the reinvestment zone established on the ~~8<sup>th</sup>~~ day of ~~November~~ 2012, in Ordinance No. G-12-~~11-08-64~~ establishing Reinvestment Zone No. ~~25~~.

(n) **"WCAD"** means the Williamson Central Appraisal District of Williamson County, Texas.

**Section 4. Subject Property.** During the Abatement Period, the Facility shall be used consistently with the general purpose of encouraging development or redevelopment within the Reinvestment Zone. The Property is not located in an improvement project financed by tax increment bonds and does not include any property that is owned or leased by a member of the City Council or by a member of the City Planning and Zoning Commission.

**Section 5. Grant of Abatement.** Subject to the terms and conditions contained herein, and subject to the rights of the holders of any outstanding bonds of the City, the City hereby grants the Abatement on the Abatement Value of the Eligible Property located within the Facility as follows:

(a)	Year 1 (2013)	100%
(b)	Year 2 (2014)	100%
(c)	Year 3 (2015)	50%
(d)	Year 4 (2016)	25%

**Section 6. Taxable Property.** During the Abatement Period, taxes shall be payable on the Eligible Property and the Ineligible Property located within the Reinvestment Zone as follows:

(a) The value of the Ineligible Property as defined herein shall be fully taxable; and

(b) The Base Year Value of the Eligible Property as determined by the WCAD shall be fully taxable.

RE Holdings agrees that regardless of anything contained herein to the contrary, during the Abatement Period, the value of the Facility located within the Reinvestment Zone shall be rendered by RE Holdings to the City for its fair market value or \$14,000,000.00, whichever amount is greater.

**Section 7. RE Holdings' Development Covenants.** In consideration of the City's agreement to enter into this Agreement, RE Holdings represents that it intends to construct the Facility for the purpose of operating a long-term acute care hospital in the City and RE Holdings acknowledges that the City's obligations hereunder are conditioned upon RE Holdings' continued operation of said Facility throughout the term of this Agreement. Subject to **Section 27** below, in the event RE Holdings fails to construct the Facility by December 31, 2013 (except if construction delays are caused by events of Force Majeure or City Delay), the City may terminate this Agreement by giving RE Holdings written notice of such termination.

As additional consideration, RE Holdings agrees and covenants to provide and/or retain at least the number of jobs within the Facility set forth in the following schedule:

<u>Date</u>	<u>Retained</u>	<u>New</u>	<u>Total</u>
On December 31, 2013	0	85	85
On December 31, 2014	85	0	85
On December 31, 2015	85	0	85
On December 31, 2016	85	15	100

RE Holdings' obligations under this **Section 7** are subject to the provisions of **Section 27** below.

RE Holdings further agrees that the foregoing jobs shall have an average annual salary of at least \$55,000.00, plus benefits.

RE Holdings agrees to provide to the City annual manpower reports on the form attached hereto as **Exhibit C** within sixty (60) days following the end of each calendar year during the Abatement Period. The City shall have the right to audit RE Holdings payroll records to verify the number of jobs provided by RE Holdings.

**Section 8. Default.** In the event that RE Holdings (a) allows its ad valorem taxes to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (b) violates any of the material terms and conditions of this Agreement, RE Holdings shall be considered in default. In the event that RE Holdings defaults under this Agreement, the City shall give RE Holdings written notice specifying such default. If RE Holdings has not cured the default within thirty (30) days after its receipt of such written notice, the City may pursue any of its remedies for the collection of delinquent property taxes as provided generally in the Tax Code of the State of Texas.

In the event the default is the failure to provide the number of jobs required in **Section 7** or **Section 27**, and the number of jobs actually provided is within three of the number required, the City shall give RE Holdings written notice specifying such default and if the RE Holdings has not cured such default within one hundred eighty (180) days after its receipt of such written

notice, the City may terminate this Agreement and/or pursue any of its remedies for the collection of delinquent property taxes as provided generally in the Tax Code of the State of Texas.

**Section 9. Abatement Recapture.** In the event the City terminates this Agreement as a result of RE Holdings' default and failure to cure same within thirty (30) days, or one hundred eighty (180) days, as applicable, after receipt of written notice specifying such default, the City may recapture and collect from RE Holdings the Recapture Liability. RE Holdings shall pay to the City the Recapture Liability within thirty (30) days after the date of termination, subject to any and all lawful offsets, settlements, deduction, or credits to which RE Holdings may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed an amount equal to all taxes which were abated pursuant to this Agreement to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). The City shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

**Section 10. Certification and Inspections.** No later than April 15 of each year of the Abatement Period, RE Holdings must certify in writing to the City that RE Holdings is in compliance with each applicable term of this Agreement and the City Guidelines and, if not in compliance, the steps RE Holdings intends to take to be in compliance or a statement from RE Holdings explaining in reasonable detail why compliance cannot be achieved. RE Holdings agrees that the WCAD and the City, their agents and employees, shall, upon reasonable notice given at least one (1) business day in advance, have reasonable right of access to the Facility Monday through Friday between the hours of 9 a.m. Central Time and 5 p.m. Central Time in order to ensure that the installation of the Equipment in the Facility is in accordance with this Agreement and all applicable state and local laws and regulations or valid waiver thereof. All inspections will be made with one or more representatives of RE Holdings and in accordance with RE Holdings' security policies and requirements, patient and employee privacy policies and requirements, and safety policies and requirements. At the time of annual certification, upon the City's written request, RE Holdings shall also provide a calculation of the aggregate amount of Abatement RE Holdings has previously received pursuant to this Agreement. In order to efficiently administer this Agreement, RE Holdings agrees also to provide annually, no later than April 15, a full asset listing of personal property located in the Facility to the WCAD and such other information as may be reasonably necessary for the determination of the Abatement Value and assessment of the personal property for tax purposes, including any information required by the City Guidelines.

Each year the City will endeavor to send RE Holdings a reminder of its obligation under this Section 10. However, the failure of the City to do shall not relieve RE Holdings of its obligations hereunder.

**Section 11. Rendition of Personal Property.** During the Abatement Period, RE Holdings shall, in accordance with the deadlines set forth by law, timely submit to the WCAD, a personal property rendition. The personal property rendition shall include the year of acquisition, cost and description of the personal property.

**Section 12. Annual Tax Application.** It shall be the responsibility of RE Holdings, pursuant to V.T.C.A., Tax Code, § 11.43, to file an annual exemption application form with the WCAD. RE Holdings shall provide the City with a copy of said exemption application form within 10 days of filing same with the WCAD. The Chief Appraiser of the WCAD shall annually determine and record both full taxable value of the Eligible Property and the Abatement Value in the appraisal records. The full taxable value figure listed in the appraisal record shall be used to compute the Recapture Liability owed in the event this Agreement is terminated in a manner that results in recapture pursuant to Section 9. Each year RE Holdings shall furnish the Chief Appraiser with such information outlined in Chapter 22 of the Tax Code of the State of Texas, as may be necessary for the administration of the abatement specified herein. RE Holdings shall be entitled to appeal any determination of the Chief Appraiser in accordance with the provisions of the Tax Code of the State of Texas.

**Section. 13. Assignment.** RE Holdings may assign this Agreement to a new owner of the Property with the written consent of the City Council of the City, which consent shall not be unreasonably withheld, conditioned or delayed. An assignment to an Affiliate of RE Holdings shall not require consent of the City Council of the City. Any assignment shall be in writing, and shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Upon such assignment of this Agreement by RE Holdings, the Agreement shall be binding upon and inure to the benefit of the assignees and RE Holdings shall be fully released from any and all obligations under this Agreement so assigned and shall have no further liability under this Agreement with respect to the matters so assigned. A default by any subsequent assignee shall not constitute a default by RE Holding.

**Section 14. Notice.** All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given and become effective (a) if given by either party or its counsel via an express mail service or via courier or via receipted E-mail transmission if duplicate notice is also given via express mail service or via courier or via certified mail, then if and when delivered to and received (or refused) by the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby), or (b) if sent via certified mail by either party or its counsel, then on the third business day following the date on which such communication is deposited in the United States mails, by first class certified mail, return receipt requested, postage prepaid, and addressed to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested to the following addresses:

If to City, to: 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@scrrlaw.com

If to RE Holdings, to:

Round Rock RE Holdings, LLC  
2200 Ross Avenue, STE 3060  
Dallas, Texas 75201  
Attn: David Smith, President  
Phone: (469) 621-6740  
Email: dsmith@chghospitals.com

With a required copy to:

Brown McCarroll, L.L.P.  
111 Congress Avenue, STE 1400  
Austin, TX 78701  
Attn: Nikelle S. Meade  
Phone: (512) 479-1147  
Email: nmeade@brownmccarroll.com

And a required copy to:

Cornerstone Healthcare Group  
2200 Ross Avenue, STE 3060  
Dallas, Texas 75201  
Attn. Chris Corrigan, Corporate Counsel  
Phone: (469) 621-6740  
Email: ccorrigan@chghospitals.com

**Section 15. Applicable Law.** This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and shall be performable in Williamson County, Texas.

**Section 16. No Liability.** It is understood and agreed between the parties that RE Holdings, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liability to third parties in connection therewith. It is further understood and agreed among the parties that the City, in performing its obligations hereunder, is acting independently, and RE Holdings assumes no responsibility or liability to third parties in connection therewith.

**Section 17. Estoppel Certificate.** Any party hereto may request an estoppel certificate from the other party hereto so long as the certificate is requested in connection with a bona fide business purpose. Each party agrees to promptly execute and deliver any estoppel certificate requested pursuant to this Section 17. The certificate shall include, but not necessarily be limited to, statements (qualified to the best knowledge of the party providing the estoppel) that this Agreement is in full force and effect without default (or if a default exists, the nature of such default and any curative action which should be undertaken to cure same), the remaining term of this Agreement, and such other matters reasonably requested by the party (ies) to receive the certificate.

**Section 18. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

**Section 19. Force Majeure.** Whenever a period of time is prescribed for the taking of an action by either Party, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to Force Majeure. However, events of Force Majeure shall not extend any period of time for the payment of sums payable by RE Holdings or the City hereunder.

**Section 20. Entire Agreement.** Other than that one certain Chapter 380 Economic Development Agreement between the parties of even date herewith, this Agreement embodies the complete agreement of the parties hereto relating to matters in this Agreement, superseding all oral or written previous and contemporary agreements between the parties, and except as otherwise provided herein cannot be modified, amended, altered or revoked without written agreement of all parties hereto.

**Section 21. Recordation of Agreement.** A certified copy of this Agreement or a memorandum summarizing this Agreement, in recordable form may be recorded in the Deed of Records of Williamson County, Texas.

**Section 22. Authority.** The individuals executing this Agreement on behalf of the respective parties hereto represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

**Section 23. Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

**Section 24. Time of Essence.** Time is of the essence in this Agreement.

**Section 25. Joint Drafting.** The parties agree this Agreement has been drafted jointly by the parties and their legal representatives.

**Section 26. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 27. Automatic Adjustment of Abatement Period and Deadlines for Obligations.** Notwithstanding any other provision in this Agreement to the contrary, in the event RE Holdings does not complete construction of and occupy the Facility by December 31, 2013, the Abatement Period shall automatically change to begin January 1, 2014 and continue through December 31, 2017; the dates set forth in **Section 5** above (Grant of Abatement) shall automatically change such that Year 1 is 2014, Year 2 is 2015, Year 3 is 2016, and Year 4 is 2017; RE Holdings' deadline to construct the Facility as set forth in **Section 7** above shall automatically change from December 31, 2013, to December 31, 2014; and the obligation of RE Holdings to create and retain jobs as set forth in **Section 7** above shall automatically change to the following:

	Retained	New	Total
On December 31, 2014	0	85	85
On December 31, 2015	85	0	85
On December 31, 2016	85	0	85
On December 31, 2017	85	15	100.

In the event RE Holdings fails to construct the Facility by December 31, 2014 (except if construction delays are caused by events of Force Majeure or City Delay), the City may terminate this Agreement by giving RE Holdings written notice of such termination. The right to cure provisions of **Section 8** shall not apply to a default under this **Section 27**.

**Section 28. Waiver of Development Fees and Expedited Review of Applications.** The City hereby waives up to a maximum of \$50,000 of the construction, building, impact, and permit fees required to be remitted to the City by RE Holdings in connection with development and construction of the Property and the Facility. Further, the City agrees that review, approval, analysis, and/or release of all permits, shall be performed by the City or its agents or designees pursuant to the process and schedule set forth in **Exhibit "D"** (the "Agreed Development Review Process and Schedule").

*[Signatures Appear on Following Page]*


IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below (the "*Effective Date*").

THE CITY OF ROUND ROCK, TEXAS,  
a Texas Home Rule City

By:   
Alan McGraw, Mayor

Date: 11/8/2012


Attest:

  
~~Sara White, City Clerk~~  
Meagan Spinks, Asst. City Clerk

APPROVED AS TO FORM:

  
Stephan L. Sheets, City Attorney

ROUND ROCK RE HOLDINGS, LLC  
a Texas limited liability company

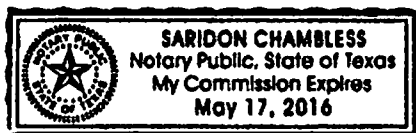
By:   
Kurt Schultz, Treasurer

Date: 10/24/12

**Acknowledgment**

State of Texas  
County of Williamson

This instrument was acknowledged before me on this the 8 day of November, 2012 by Alan McGraw, Mayor of the City of Round Rock, Texas.

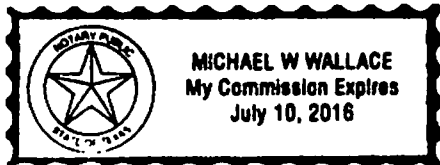


Saridon Chambless  
Notary Public, State of Texas

**Acknowledgment**

State of Texas  
County of Williamson

This instrument was acknowledged before me on this the 24 day of October, 2012 by Kurt Schultz, Treasurer of Round Rock RE Holdings, LLC.



Michael W. Wallace  
Notary Public, State of Texas

**DESCRIPTION**

OF A 4.088 ACRE TRACT OF LAND OUT OF THE ABEL EAVES SURVEY, ABSTRACT NO. 215, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 377.590 ACRE TRACT AS DESCRIBED IN A DEED TO AVERY CENTRE DEVCO, INC. AND RECORDED IN DOCUMENT NO. 2008083894 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SAID 4.088 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a ½" iron rod with "Baker-Aicklen" cap found at the most westerly northwest corner of said 377.590 acre tract, same being at the point of intersection of the northeasterly right-of-way line of College Park Drive (right-of-way width varies) and the southeasterly right-of-way line of University Boulevard (right-of-way width varies);

**THENCE** with the northeasterly right-of-way line of said College Park Drive, same being the southwesterly boundary line of said 377.590 acre tract, S 20°22'47" E for a distance of 645.07 feet to a ½" iron rod with "Baker-Aicklen" cap set for the northwest corner and **POINT OF BEGINNING** hereof;

**THENCE** departing the northeasterly right-of-way line of said College Park Drive, through the interior of said 377.590 acre tract, N 69°35'44" E for a distance of 353.00 feet to a ½" iron rod with "Baker-Aicklen" cap set at a point on the northeasterly boundary line of said 377.590 acre tract, same being the northwesterly boundary line of a called 101.376 acre tract as described in a deed to Texas State University System and recorded in Document No. 2004014440 of the Official Public Records of said County, for the northeast corner hereof;

**THENCE** with the northeasterly boundary line of said 377.590 acre tract, same being the northwesterly boundary line of said 101.376 acre tract, the following three (3) courses and distances:

- 1) S 20°22'47" E for a distance of 35.20 feet to a ½" iron rod with "Baker-Aicklen" cap set for an angle point hereof,
- 2) S 58°24'13" E for a distance of 89.29 feet to a disk in concrete found, for an angle point hereof, and
- 3) S 20°22'47" E for a distance of 340.68 feet to a ½" iron rod with "Baker-Aicklen" cap set for the southeast corner hereof;

**THENCE** through the interior of said 377.590 acre tract, S 69°35'44" W for a distance of 405.50 feet to a ½" iron rod with "Baker-Aicklen" cap set at a point on the northwesterly boundary line of said 377.590 acre tract, same being the northeasterly



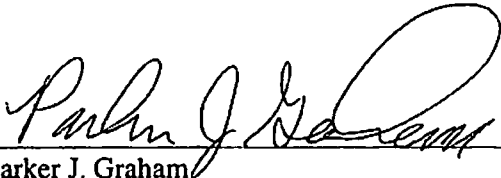
right-of-way line of said College Park Drive, for the southwest corner hereof, from which a ½" iron rod with "Baker-Aicklen" cap found for a point of curvature on the northwesterly boundary line of said 377.590 acre tract, same being the northeasterly right-of-way line of said College Park Drive bears, with the arc of a curve to the left, having a radius of 2030.00 feet, an arc length of 791.42 feet, a central angle of 22°20'15", and a chord which bears, S 34°23'25 E a distance of 786.42 feet;

**THENCE** with the northwesterly boundary line of said 377.590 acre tract, same being the northeasterly right-of-way line of said College Park Drive, the following two (2) courses and distances:

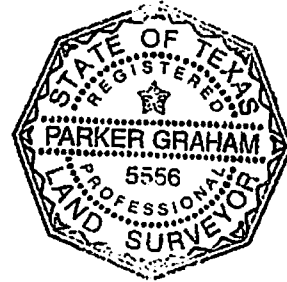
- 1) with the arc of a curve to the **right**, having a radius of **2030.00 feet**, an arc length of **100.69 feet**, a central angle of **02°50'30"**, and a chord which bears, **N 21°48'02" W** for a distance of **100.67 feet** to a ½" iron rod with cap found for a point of tangency hereof, and
- 2) **N 20°22'47" W** for a distance of **345.60 feet** to the **POINT OF BEGINNING** hereof and containing 4.088 acres of land.

Bearing basis is referenced to the Texas state plane coordinate system, Central Zone NAD'83.

Surveyed under the direct supervision of the undersigned during August, 2012.



Parker J. Graham  
Registered Professional Land Surveyor No. 5556  
Baker-Aicklen & Assoc., Inc.  
507 W. Liberty Ave.  
Round Rock, TX 78664

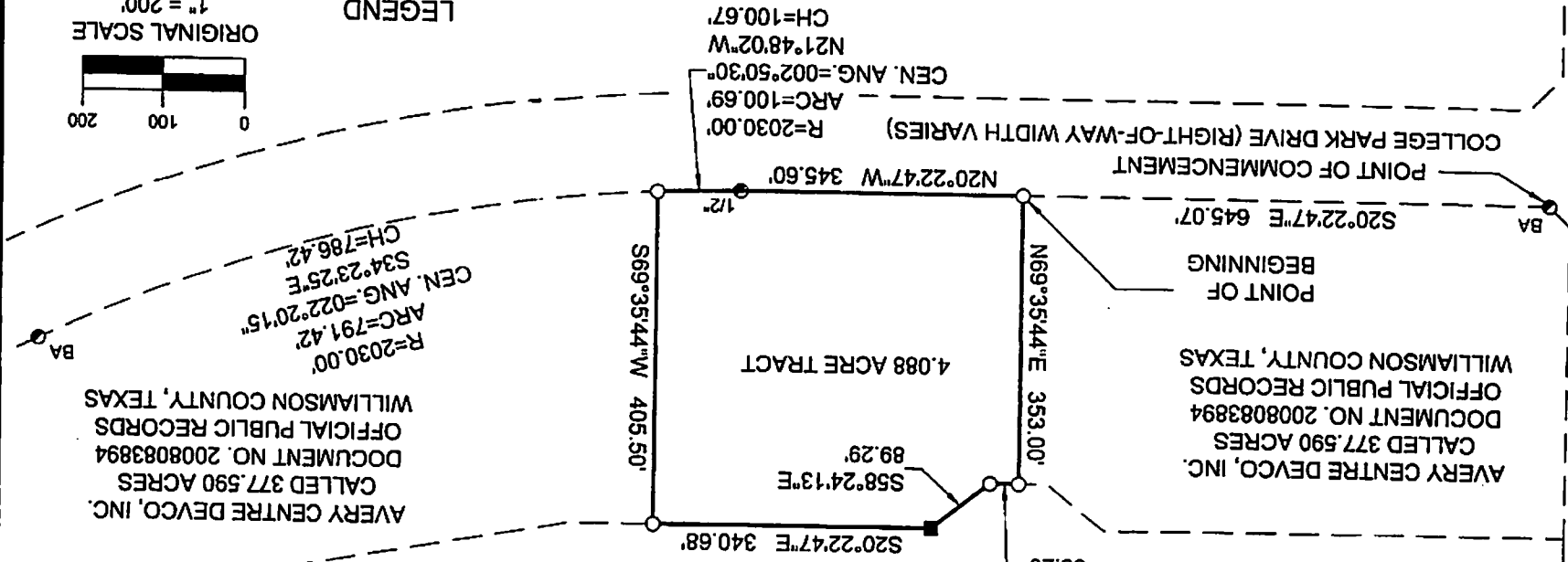


ABEL EAVES SURVEY ABSTRACT NO. 215

TEXAS STATE  
UNIVERSITY SYSTEM  
CALLED 101.376 ACRES  
DOCUMENT NO. 2004014440  
OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

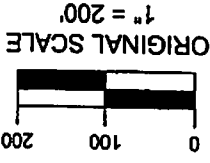
AVERY CENTRE DEVCO, INC.  
CALLED 377.590 ACRES  
OFFICIAL PUBLIC RECORDS  
DOCUMENT NO. 2008083894  
WILLIAMSON COUNTY, TEXAS

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- LEGEND**
- IRON ROD WITH CAP FOUND AS LABELED
  - DISC IN CONCRETE FOUND
  - 1/2" IRON ROD WITH "BAKER-AICKLEN" CAP SET



4.088 ACRE TRACT  
CORNERSTONE AT COLLEGE PARK DRIVE  
JULY, 2012

**BAKER-AICKLEN & ASSOCIATES, INC.**  
507 WEST LIBERTY AVE.  
ROUND ROCK, TEXAS 78664  
(512) 244-9520  
ENGINEERING FIRM # PLS  
SURVEY FIRM # 100231-C  
DESIGNER | DUMERO | GIS | PLANNING | LANDSCAPE ARCHITECTS  
ROUND ROCK  
TRAC # 1787



## **EXHIBIT B**

### **Building Description**

Cornerstone Hospital of Round Rock ('CHRR') will be a 59,584 square feet, two-story Long Term Acute Care Hospital with a minimum of 50 beds proposed for location on a 4.089 acre site on College Park Drive just south of University Drive in Round Rock, TX. The new hospital will include all private patient rooms, an Intensive Care Unit, therapy gyms, and other specialized services necessary to care for acutely ill and injured patients that require an average hospital stay of twenty-five days. CHRR will offer services that complement those offered in the community hospitals in and around Round Rock.



**EXHIBIT D**

**Agreed Development Review Process and Schedule**

City agrees to issue comments no later than 15 days after the re-submittal of revised Site Development plans.

City agrees to require no more than two additional Site Development re-submittals (total of 3: 1 initial submittal and 2 resubmittals).

City agrees to review and issue building permit comments no later than 21 business days after submittal of a complete building permit application.

City will perform building and site inspections within one business day after the inspection has been requested.