

RESOLUTION NO. R-2017-4153

WHEREAS, Stonemill Hospitality LLC ("SHLLC") plans to construct an Embassy Suites Hotel and Convention Center in the City which will provide jobs and additional tax base ("Project"); and

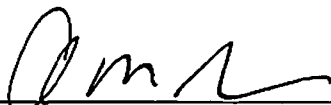
WHEREAS, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby SHLLC will expend significant sums to construct and operate the Project in conformance with the City's development approvals for the Project, 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 Program Agreement with SHLLC, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

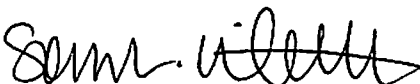
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 26th day of January, 2017.



ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:



SARA L. WHITE, City Clerk

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("*Agreement*") is entered into this 26th day of January, 2017, by and between the City of Round Rock, Texas, a Texas home rule municipal corporation ("*City*"), and Stonemill Hospitality LLC, a Texas limited liability company ("SHLLC").

WHEREAS, the City has adopted Resolution No. R-2017-4152, attached as Exhibit A ("*Program Resolution*"), establishing an economic development program and Resolution No. R-2017-4153, attached hereto as Exhibit B (the "*Authorizing Resolution*"), authorizing the Mayor to enter into this Agreement with SHLLC in recognition of the positive economic benefits to the City through SHLLC's development of approximately 6.451 acres of land, as more particularly described on the attached Exhibit C ("*Property*") as an Embassy Suites Hotel and convention center containing 160 hotel rooms and approximately fourteen thousand (14,000) square feet of convention/meeting space, the ("*Project*") (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 tourism and the convention and hotel industry as contemplated by Chapter 351 of the Texas Tax Code, and to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby SHLLC intends to construct, develop and operate the Project in conformance with the City's development approvals for the Project, and;

WHEREAS, SHLLC intends to invest approximately \$20,000,000.00 in improvements to real property and additions to personal property in the City; and

WHEREAS, SHLLC intends to hire for the Project at least 60 new full-time and/or full-time equivalent employees as defined by Section 2.4 of this Agreement; and

WHEREAS, the City agrees to provide Economic Incentive Payments (as defined below) to SHLLC 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 SHLLC 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 SHLLC proceeds with the development of the Project. The City acknowledges that SHLLC 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 Project.

2. **Definitions.**

2.1 “**HOT Tax**” means the City’s Hotel Occupancy Tax imposed by the City pursuant to Chapter 351 of the Texas Tax Code.

2.2 “**Economic Incentive Payment(s)**” (“**EIPs**”) means all of the payments required to be paid by the City to SHLLC under the Program and this Agreement.

2.3 “**Effective Date**” is the date this Agreement is executed to be effective by the City and SHLLC.

2.4 “**Full Time Equivalent Employee**” (“**FTE**”) means a combination of employees, each of whom individually is not a full-time employee because they are not employed on average at least 35 hours per week, but who, in combination, are counted as the equivalent of a full-time employee. FTE’s shall include original hires or their replacements over time.

2.5 “**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.

2.6 “**Project**” means SHLLC’s planned development of the Property which shall consist of an Embassy Suites Hotel and convention center. The Project shall include at least 160 hotel rooms and approximately fourteen thousand (14,000) square feet of convention and meeting space.

2.7 “**Property**” means approximately 6.451 acres of land more particularly described in Exhibit C.

2.8 “**Recapture Liability**” means the total amount of all EIP’s that are paid as result of this Agreement that are subject to recapture by the City from SHLLC in the event of a SHLLC default.

3. **Term.** This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate on the 31st day of December, 2028.

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

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

4.2 **Improvements and Additions to Real and Personal Property.** SHLLC agrees to spend a cumulative total of at least \$20,000,000.00 in improvements to real property and additions to personal property within the City no later than July 1, 2019 and maintain real property,

improvements, and business personal property within the City with a historic cost of \$20,000,000.00 during the Term of this Agreement.

4.3 Provision of Jobs. Within one year after the City issues a Certificate of Occupancy for the Project, SHLLC agrees to employ in the Project at least 60 full-time employees and/or FTE's and to retain said employees and/or FTE's (or their replacements) for the full term of this Agreement.

4.4 Job Compliance Affidavit. SHLLC agrees to provide to the City an annual Job Compliance Affidavit for each calendar quarter year during the term of this Agreement. A copy of the Job Compliance Affidavit form is attached hereto as **Exhibit D**. City shall have the right, following reasonable advance notice to SHLLC, to audit SHLLC's records to verify that this obligation has been satisfied.

4.5 SHLLC Accounting. SHLLC shall maintain complete books and records showing its compliance with its obligations under this Agreement, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Texas corporations. 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. SHLLC shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter.

4.6 Compliance with Tax Code. SHLLC agrees that the EIP's must be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry and only as permitted by Chapter 351 of the Texas Tax Code, as amended. SHLLC agrees to make quarterly reports listing the expenditures made by SHLLC with the EIP's. The reports shall be included with a Certificate of Compliance to certify under oath that SHLLC is in full compliance with each of its obligations under this Agreement, and shall include documentation to establish that SHLLC has spent previous EIP's for purposes and activities described in Section 351.101(a)(1) through (a)(6) of the Texas Tax Code. A copy of the Certificate of Compliance is attached hereto as **Exhibit E**. Should any expenditure of EIP's by SHLLC be for a use that is found to be improper or illegal, the City shall have no liability in connection thereof. In the event the City determines that SHLLC has made an improper or illegal expenditure of EIP's, SHLLC must, no later than 30 days after receipt of written notification from the City, reimburse the City in an amount equal to the improper expenditure, plus the rate of interest paid for delinquent taxes. SHLLC's failure to make reimbursement pursuant to this section will constitute a default of this Agreement.

4.7 Submission of Data. Within fifteen (15) days following the end of each calendar quarter year, SHLLC shall submit to the City the Job Compliance Affidavit, the Certificate of Compliance, and a schedule detailing the HOT Tax for such quarter year. As backup for the schedule, SHLLC shall submit the following:

- (a) A copy of all HOT Tax returns for the Project, including amended reports, filed by SHLLC for that quarter year showing the HOT Tax collected and paid; and
- (b) Such other data as the parties mutually determine reasonably appropriate to evidence the HOT Tax paid.

4.8 **Continuous Operation.** SHLLC agrees that from the opening date of the Embassy Suites Hotel and throughout the Term of this Agreement, SHLLC will continuously use and operate the Project as a hotel, and the Project shall not be used for any other purpose other than as a hotel and related amenities, open to the public and serving tourism.

4.9 **Room Block Agreement.** During the Term of this Agreement, SHLLC shall make available to the City, at no cost, a maximum of ten (10) room nights annually. The value of the room nights shall not exceed \$1,500.00 the rates at the time of making the reservation. These rooms are to be booked only by the City Manager's office, and will be used solely for official City business. The City will be responsible for applicable surcharges, customary employee tips related to room usage, and any food, beverage or incidental charges.

4.10 **Conference Center Usage.** SHLLC shall make available to the City use of the convention center for a maximum of three events each calendar year, with the duration of each event lasting no more than three consecutive days. The parties will negotiate and schedule the dates during the fourth quarter of each calendar year for the following calendar year. SHLLC shall not be obligated to cancel or change any existing reservations to accommodate the City. The City will not be charged any rental charges for the event space and will receive a 50% discount on food, beverage, and incidental charges up to of \$3,000.00 per event. Any charges in excess of \$3,000 will not receive a discount.

4.11 **Minimum Standards for the Project.** The Project shall have a minimum of 160 guest rooms and shall be a upscale hotel, meeting the standards and amenities commonly found in the "upscale" classification in the STR Chain Scales produced by Smith Travel Research, Inc. The hotel shall have at least one full-service restaurant with a complete menu and full-time server table service. The hotel shall also have an exercise area, a pool with pool deck, and offer 24-hour room service for all guests. The convention center shall have a minimum of 14,000 net usable square feet of convention and meeting space.

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

5.1 **Economic Incentive Payments.**

5.1.1 **EIP's Based on HOT Tax.** City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make quarterly EIPs to SHLLC within thirty (30) days after SHLLC submits to the City the Job Compliance Affidavit, the Certificate of Compliance, and HOT Tax returns reflecting the tax generated by the Project and actually paid to the City as required in Section 4.7 above. The EIPs will be an amount equal to 57% of the HOT Tax generated by the Project and collected by SHLLC and actually paid to the City.

5.1.3 **Maximum Amount of EIP's.** Regardless of anything contained herein to the contrary, the maximum amount of all EIP's paid by the City to SHLLC shall be \$4,000,000.00.

5.2 Payments Subject to Future Appropriations. Although certain payments under this Agreement are calculated based on a formula applied to HOT Taxes, this Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to SHLLC. The payments to be made to SHLLC, 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. 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 SHLLC 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. SHLLC 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.

5.3 Utility Services for the Property. The City shall provide water and wastewater service to SHLLC for the Project, subject to the same impact fees, utility rates and service charges assessed for water and waste water to similarly situated properties.

5.4 Permitting. The City shall cooperate with SHLLC to expeditiously process all City permit applications and City inspections.

5.5 EIP Recapture. In the event the City terminates this Agreement as a result of SHLLC's default, the City may recapture and collect from SHLLC the Recapture Liability. SHLLC shall pay to the City the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which SHLLC may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date 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.

6. Miscellaneous.

6.1 Mutual Assistance. The City and SHLLC 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 SHLLC 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. SHLLC 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 SHLLC 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, SHLLC shall have the right to pursue any remedy at law or in equity for the City's breach. If SHLLC 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 SHLLC. If SHLLC's default is not cured within sixty (60) days after SHLLC'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 SHLLC written notice of such termination prior to the date SHLLC cures such default. Any EIPs from City to SHLLC which is not timely paid by City (unless due to SHLLC's default) shall accrue interest 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 from the date such EIPs are due until paid. Any funds owed by SHLLC to the City which are not timely paid by SHLLC shall accrue interest 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 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 SHLLC 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 SHLLC.

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. SHLLC may assign all or part of its rights and obligations to a third party with the express written consent of the City (which consent shall not be unreasonably withheld, conditioned or denied). If the proposed assignee is an affiliated entity under the common control of the assignor, the City shall consent to an assignment if the assignor is in compliance with all terms of this Agreement. A collateral assignment of this Agreement under the terms of a loan shall not be an assignment for purposes of this Section.

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

6.9 Termination. In the event SHLLC elects not to proceed with the Project as contemplated by this Agreement, SHLLC 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 SHLLC does not substantially complete the construction of the Project and open for the business by December 31, 2019 (subject to delays caused by an event of force majeure), the City may terminate this Agreement by giving SHLLC 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: citymanager@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 SHLLC: Stonemill Hospitality LLC
7010 Padre Boulevard
South Padre Island TX 78597
Phone: (956) 343-6375
Email: enjoyspi@gmail.com

With required copies to:

Daniel Rentfro Jr.
Rentfro Law Firm PLLC
2200 Boca Chica Boulevard, Suite 120
Brownsville Texas 78521
Phone: (956) 542-4329
Email: drentfro@rentfrolawfirm.net

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 its 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, regarding its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either 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, 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; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier 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 - E** are attached and incorporated by reference for all purposes:

- Exhibit A:** City Resolution No. _____
- Exhibit B:** City Resolution No. _____
- Exhibit C:** SHLLC Property Description
- Exhibit D:** Job Compliance Affidavit
- Exhibit E:** Certificate of Compliance

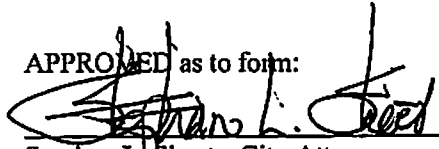
6.18 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do 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.

EXECUTED to be effective as of the 26th day of January, 2017 (the "*Effective Date*").

(SIGNATURES ON FOLLOWING PAGES)

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

By: 
Alan McGraw, Mayor

APPROVED as to form:

Stephan L. Sheets, City Attorney

Stonemill Hospitality LLC
a Texas Limited Liability Company

By: A Patel, Raj Patel
Its: Member

Date: 1-10-17

**EXHIBIT
"A"**

RESOLUTION NO. R-2017-4152

WHEREAS, Stonemill Hospitality LLC, ("SHLLC") has expressed to the City of Round Rock ("City") its desire to locate an Embassy Suites Hotel and Convention Center to the City which will provide jobs and additional tax base to the City, and

WHEREAS, §380.001 Local Government Code provides that a municipality may establish an economic development program ("Program") to promote local economic development and to stimulate business and commercial activity in the municipality, 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,

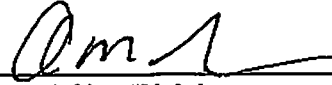
That the City offers to SHLLC a §380.001 Program in exchange for SHLLC locating an Embassy Suites Hotel and Convention Center in the City, and

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 26th day of January, 2017.



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 Stonemill Hospitality LLC, ("SHLLC") in exchange for SHLLC's locating an Embassy Suites Hotel and Convention Center in the City of Round Rock are as generally outlined below:

1. SHLLC's obligations:
 - 1.1 SHLLC agrees to purchase a tract of land containing approximately ___ acres (the "Property").
 - 1.2 SHLLC agrees to construct an Embassy Suites Hotel and Convention Center with 160 hotel rooms and approximately 14,000 square feet of convention and meeting space (the "Project").
 - 1.3 SHLLC agrees to invest at least \$20,000,000 in Project improvements and personal property.
 - 1.4 SHLLC agrees to employ at least 60 full-time equivalent employees in the Facility.
2. City's obligations:
 - 2.1 City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make quarterly EIPs to SHLLC within thirty (30) days after SHLLC submits to the City the Job Compliance Affidavit, the Certificate of Compliance, and HOT Tax returns reflecting the tax generated by the Project and actually paid to the City. The EIPs will be an amount equal to 57% of the HOT tax collected by SHLLC and actually paid to the City.
3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.



RESOLUTION NO. R-2017-4153

WHEREAS, Stonemill Hospitality LLC ("SHLLC") plans to construct an Embassy Suites Hotel and Convention Center in the City which will provide jobs and additional tax base ("Project"); and

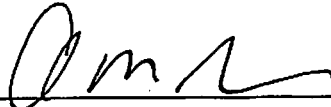
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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROUND ROCK, TEXAS,

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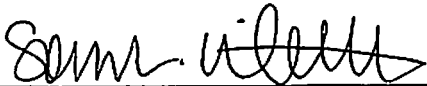
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RESOLVED this 26th day of January, 2017.



ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:



SARA L. WHITE, City Clerk

EXHIBIT C

Being all of that certain tract or parcel of land containing 6.451 acres, more or less, being a part of Lot(s) 2B, A REPLAT OF CPG PARTNERS COMMERCIAL TRACT, REPLAT OF LOTS 1A AND 5A, BLOCK B, SECTION 4, LOT 2, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded under Document No, 2016070930, of the Official Public Records of Williamson County, Texas, said 6.451-acre tract being more particularly described as follows:

BEING 6.451 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF EPHRIM EVANS SURVEY, ABSTRACT NO. 212 IN WILLIAMSON COUNTY, TEXAS AND BEING OUT OF LOT 2, BLOCK "A", CPG PARTNERS COMMERCIAL TRACT A REPLAT OF LOT 1A AND 5A, BLOCK "B" SECTION 4 IN DOCUMENT NO. 2014014737, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod set with plastic cap marked "LANDESIGN" in the existing north right-of-way line of Bass Pro Drive (100' R.O.W) and in the south line of said Lot 2 from which a ½" iron rod found in the north right-of-way line of Bass Pro Drive bears along a curve to the right, having a radius of 985.33 feet, a delta angle of 05°04'28", a length of 87.26 feet and a chord which bears North 69°07'07" West a distance of 87.24 feet;

THENCE crossing through said Lot 2, the following four (4) courses:

1. North 00°00'23" East a distance of 689.12 feet to a ½" iron rod set with plastic cap marked "LANDESIGN";
2. South 89°59'37" East a distance of 90.81 feet to a ½" iron rod set with plastic cap marked "LANDESIGN";
3. Along a curve to the left, having a radius of 1379.63 feet, a delta angle of 11 °19'18", a length of 272.62 feet and a chord which bears South 74°27'31" East a distance of 272.17 feet to a ½" iron rod set with plastic cap marked "LANDESIGN";
4. South 70°08'08" East a distance of 145.99 feet to a cotton spindle set in the east line of said Lot 2, and the west right-of-way line of Oakmont Drive (100' R.O.W.) to the City of Round Rock recorded in Document No. 2014014196 O.P.R.W.C.T, from which an ½ " iron rod found in the west right-of-way line of Oakmont Drive bears North 19°35' 42" East a distance of 111.94 feet;

THENCE with the east line of said Lot 2, Block "A" and the west right-of-way line of Oakmont Drive the following three (3) courses;

1. South 19°35'42" West a distance of 132.23 feet to a ½" iron rod found;
2. Along a curve to the left, having a radius 1349.95 feet, a delta angle of 20°00'20", a length of 471.23 feet and a chord which bears South 09°35'41" West a distance of 468.84 feet to a ½" iron rod found;
3. South 42°46'50" West a distance of 36.14 feet to a ½ " iron rod found in the existing north right-of-way line of said Bass Pro Drive;

THENCE along a curve to the right with south line of said Lot 2 and the existing north right-of-way line of Bass Pro Drive, having a radius of 949.96 feet, a delta angle of 21 °01' 10", a length of 348.50 feet and a chord which bears North 82°14'20" West a distance of 346.55 feet to the POINT OF BEGINNING.

EMPLOYEE ID NO.

JOB POSITION OR TITLE

TOTAL JOBS _____

DATED THIS ____ DAY OF _____, 201__.

(PRINTED NAME)

_____ **(TITLE)**

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT E

CERTIFICATE OF COMPLIANCE

My name is _____. I am over the age of 21 years and am capable of making this Certificate. The facts stated in this Certificate are within my personal knowledge and are true and correct.

Pursuant to that certain Economic Development Program Agreement (the "Agreement") between Stonemill Hospitality LLC "(SHLLC)" and the City of Round Rock, the undersigned hereby certifies to the City that at the time of delivery of this Certificate, SHLLC is in compliance in all material respects with each of its obligations under the Agreement.

Attached to this Certificate as Attachment 1 is the documentation necessary to reflect the statutory activities conducted by SHLLC within the calendar quarter immediately preceding delivery of this Certificate as required by Section 4.7 of the Agreement.

Dated this ____ day of _____, 20__.

By: _____ (Signature)

_____ (Printed Name)

_____ (Title)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC, STATE OF TEXAS