

RESOLUTION NO. R-2018-5240

WHEREAS, RRTX Lake Creek Hotel, LP (“LCH”) plans to construct a boutique hotel 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 LCH 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 LCH, 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 8th day of March, 2018.



CRAIG MORGAN, 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 31st day of MARCH, 2018, by and between the City of Round Rock, Texas, a Texas home rule municipal corporation ("*City*"), and RRTX Lake Creek Hotel, LP, a Texas limited partnership ("*LCH*").

WHEREAS, the City has adopted Resolution No. R-2018-5239, attached as Exhibit A ("*Program Resolution*"), establishing an economic development program and Resolution No. R-2018-5240, attached hereto as Exhibit B (the "*Authorizing Resolution*"), authorizing the Mayor to enter into this Agreement with LCH in recognition of the positive economic benefits to the City through LCH's development of approximately 3.0 acres of land, as more particularly described on the attached Exhibit C ("*Property*") as an upscale boutique hotel containing 35 hotel rooms, 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 LCH intends to construct, develop and operate the Project in conformance with the City's development approvals for the Project, and;

WHEREAS, LCH intends to invest approximately \$4,500,000.00 in improvements to real property in the City; and

WHEREAS, LCH intends to hire for the Project at least 25 new full-time and/or full-time equivalent employees as defined by Section 2.3 of this Agreement; and

WHEREAS, the City agrees to provide Economic Incentive Payments (as defined below) to LCH 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 LCH 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 LCH proceeds with the development of the Project. The City acknowledges that LCH 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 ***“Economic Incentive Payment(s)” (“EIPs”)*** means all of the payments required to be paid by the City to LCH under the Program and this Agreement, as well as the amount of any development application fees waived.

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

2.3 ***“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.

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

2.5 ***“Hotel”*** means the 39-room upscale boutique hotel to be constructed and operated in accordance with this Agreement.

2.6 ***“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.

2.7 ***“Project”*** means LCH’s planned development of the Property which shall consist of the Hotel. The Project shall include at least 39 hotel rooms.

2.8 ***“Property”*** means approximately 3.0 acres of land more particularly described in Exhibit C.

2.9 ***“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 LCH in the event of a LCH default.

3. **Term.** This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate on the 31st day of December, 2022. Regardless of the foregoing, some EIPs may become due and payable after the term of this Agreement.

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

4.1 **Compliance with Development Regulations and Other Ordinances.** LCH 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.** LCH agrees to spend a cumulative total of at least \$4,500,000.00 in improvements to real property within the City

no later than December 31, 2018 and maintain real property and improvements within the City with a historic cost of \$4,500,000.00 during the Term of this Agreement.

4.3 Provision of Jobs. Within 60 days after the City issues a Certificate of Occupancy for the Hotel, LCH agrees to employ in the Hotel at least 25 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. LCH agrees to provide to the City a Job Compliance Affidavit for each calendar 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 LCH, to audit LCH's records to verify that this obligation has been satisfied.

4.5 LCH Accounting. LCH 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. LCH shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter.

4.6 Compliance with Tax Code. LCH agrees that the HOT Tax 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. LCH agrees to make annual reports listing the expenditures made by LCH with the HOT Tax EIP's. The reports shall be included with a Certificate of Compliance to certify under oath that LCH is in full compliance with each of its obligations under this Agreement, and shall include documentation to establish that LCH 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 LCH 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 LCH has made an improper or illegal expenditure of EIP's, LCH 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. LCH'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 year, LCH shall submit to the City the Job Compliance Affidavit, the Certificate of Compliance, and a schedule detailing the HOT Tax for such calendar year. As backup for the schedule, LCH shall submit the following:

- (a) A copy of all HOT Tax returns for the Project, including amended reports, filed by LCH for that 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. LCH agrees that from the opening date of the Hotel and throughout the Term of this Agreement, LCH will continuously use and operate the 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, LCH 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 \$2,000.00, based on 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 Minimum Standards for the Hotel. The Hotel shall have a minimum of 35 guest rooms and shall be an upscale boutique hotel. An upscale boutique hotel is one that appeals to guests because of its atypical amenity and room configurations, which has a higher average rate and offers higher levels of service.

5 Rights and Obligations of the City. In consideration of LCH'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 annual EIPs to LCH within thirty (30) days after LCH 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 during the preceding calendar year, as required in Section 4.7 above. The EIPs will be an amount equal to a percentage, as set forth below, of the HOT Tax generated by the Project and collected by LCH and actually paid to the City. The EIPs are to be calculated as follows:

(a) Calculations will be based upon HOT Tax generated by the Project, collected by LCH and actually paid to the City.

(b) The EIP's will be an amount equal to the percentage of the HOT Tax paid each calendar year as set forth below:

<u>Year</u>	<u>Percentage of HOT Tax Paid</u>
2019	75%
2020	75%
2021	50%
2022	50%

5.1.2 EIP's Based on Ad Valorem Property Tax. City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to LCH within thirty (30) days after LCH submits to the

City the Job Compliance Affidavit and Ad Valorem Tax schedule for such calendar year as required in Section 4.8 above. The EIPs are to be calculated as follows:

- (a) Calculations will be based upon Ad Valorem Property Tax actually paid by LCH and collected by the City;
- (b) The EIP's will be an amount equal to the percentage of the Ad Valorem Property Tax actually paid for each calendar year as set forth below:

<u>Year</u>	<u>Percentage of Property Tax Paid</u>
2019	75%
2020	50%
2021	50%
2022	50%

5.1.3 EIP's Based on development fees waiver. The City agrees to waive up to \$13,000.00 in development application fees. "Development application fees" do not include water and wastewater impact fees and meter fees associated with connection to the utilities, regional detention fees, and fees associated with services performed by third party vendors.

5.1.4 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 LCH, including the amount of development application fees waiver, shall be \$440,000.00.

5.2 Payments Subject to Future Appropriations. Although certain payments under this Agreement are calculated based on a formula applied to HOT Tax and/or Ad Valorem Property Tax, this Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to LCH. The payments to be made to LCH, 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 LCH 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. LCH 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 LCH 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 LCH 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 LCH's default, the City may recapture and collect from LCH the Recapture Liability. LCH 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 LCH 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 LCH 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 LCH 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. LCH 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 LCH 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, LCH shall have the right to pursue any remedy at law or in equity for the City's breach. If LCH 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 LCH. If LCH's default is not cured within sixty (60) days after LCH'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 LCH written notice of such termination prior to the date LCH cures such default. Any EIPs from City to LCH which is not timely paid by City (unless due to LCH'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 LCH to the City which are not timely paid by LCH 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 LCH 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 LCH.

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. LCH 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 LCH elects not to proceed with the Project as contemplated by this Agreement, LCH 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 LCH does not substantially complete the construction of the Project and open for the business by December 31, 2018 (subject to delays caused by an event of force majeure), the City may terminate this Agreement by giving LCH 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 LCH: RRTX Lake Creek
1209 East Caesar Chavez St.
Austin, TX 78702
Phone: (830) 279-2261
Email: bree.carrico@alexamgmt.com

With required copies to:

Bree Carrico
1805 W. 33rd St.
Austin, TX 78703
Phone: (830) 279-2261
Email: bree.carrico@alexamgmt.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 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:

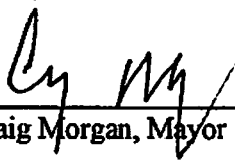
<u>Exhibit A:</u>	City Resolution No. <u>R-2018-5239</u>
<u>Exhibit B:</u>	City Resolution No. <u>R-2018-5240</u>
<u>Exhibit C:</u>	LCH Property Description
<u>Exhibit D:</u>	Job Compliance Affidavit
<u>Exhibit E:</u>	Certificate of Compliance

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 8th day of MARCH, 2018. (the "Effective Date").

(SIGNATURES ON FOLLOWING PAGES)

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

By: 
Craig Morgan, Mayor

APPROVED as to form:


Stephan L. Sheets, City Attorney

RRTX Lake Creek Hotel, LP

By: Bill Carico

Its: Manager

Date: January 11, 2018

**EXHIBIT
"A"**

RESOLUTION NO. R-2018-5239

WHEREAS, RRTX Lake Creek Hotel, LP, ("LCH") has expressed to the City of Round Rock ("City") its desire to locate an upscale boutique hotel ("Hotel") 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 LCH a §380.001 Program in exchange for LCH locating the "Ruby Hotel" 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 8th day of March, 2018.



CRAIG MORGAN, 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 **RRTX Lake Creek Hotel, LP (“LCH”)** in exchange for LCH's locating an upscale boutique hotel (“Hotel”) in the City of Round Rock are as generally outlined below:

1. LCH’s obligations:
 - 1.1. LCH agrees to purchase a tract of land containing approximately 3.0 acres (the “Property”), as described in Exhibit 1.
 - 1.2. LCH agrees to construct the Hotel and convention center with 39 hotel rooms (the “Project”).
 - 1.3. LCH agrees to invest at least \$4,500,000 in Project improvements.
 - 1.4. LCH agrees to employ at least 35 full-time equivalent employees in the Hotel.

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 annual EIPs to LCH within thirty (30) days after LCH 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 a percentage of the HOT tax collected by LCH and actually paid to the City as set forth below:

<u>Year</u>	<u>Percentage of HOT Tax Paid</u>
2019	75%
2020	75%
2021	50%
2022	50%

- 2.2 City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make annual EIPs to LCH within thirty (30) days after LCH submits to the City the Job Compliance Affidavit, the Certificate of Compliance, and Ad Valorem Tax returns reflecting the tax generated by the Project and actually paid to the City. The EIPs will be a percentage of the Ad Valorem Tax actually paid to the City as set forth below:

<u>Year</u>	<u>Percentage of Property Tax Paid</u>
2019	75%
2020	50%
2021	50%
2022	50%

2.3 City shall waive up to \$13,000.00 in development application fees.

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.

**EXHIBIT
"B"**

RESOLUTION NO. R-2018-5240

WHEREAS, RRTX Lake Creek Hotel, LP ("LCH") plans to construct a boutique hotel 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 LCH 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 LCH, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

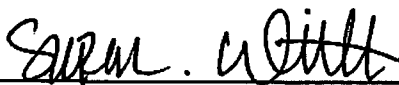
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 8th day of March, 2018.



**CRAIG MORGAN, Mayor
City of Round Rock, Texas**

ATTEST:



SARA L. WHITE, City Clerk

EXHIBIT C
(Property Description)

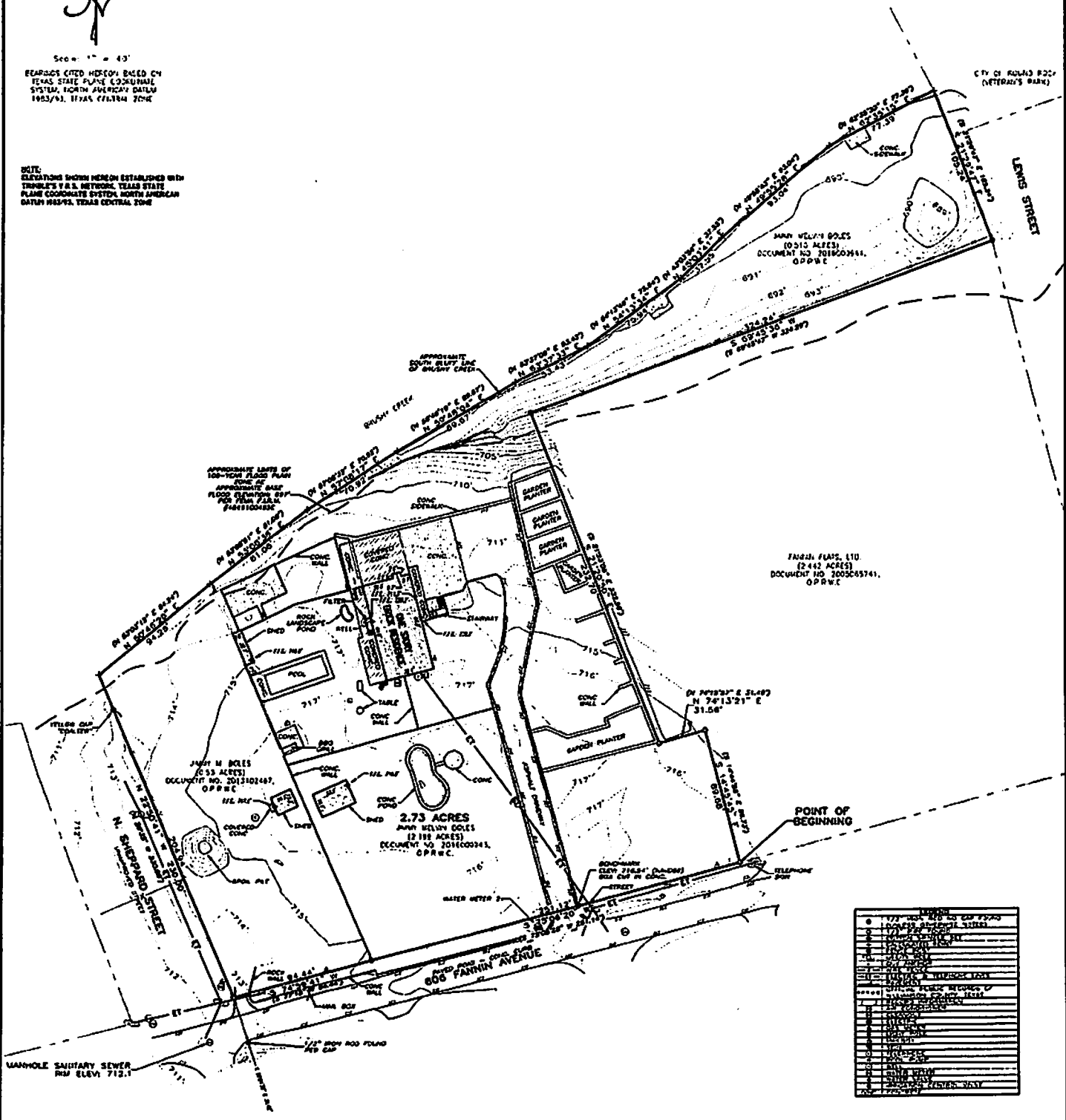
2.73 ACRES OUT OF THE WILLE HARRIS SURVEY, ABSTRACT NO. 288 IN WILLIAMSON COUNTY, TEXAS, BEING PART OF BLOCKS 9 AND 10 OF THE WASHINGTON ANDERSON ADDITION, AN UNRECORDED SUBDIVISION IN THE CITY OF ROUND ROCK, BEING ALL OF THAT TRACT CALLED 0.53 ACRES IN A DEED TO JIMMY M. BOLES RECORDED IN DOCUMENT NO. 2013102487, AND THAT TRACT CALLED 2.198 ACRES IN A DEED TO JIMMY MELVIN BOLES RECORDED IN DOCUMENT NO. 2016000943, AND THAT TRACT CALLED 0.510 ACRES IN A DEED TO JIMMY MELVIN BOLES RECORDED IN DOCUMENT NO. 2016000944, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

JOB NO: 16549
 DRAWN: KDG
 F.C.: CC
 PAGE 3 OF 3
 PLOTTED AT 11/17/2017 10:58:11 AM
 A DOWNEY DESIGN



Scale 1" = 43'
 BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983/81, TEXAS CENTRAL ZONE

NOTE: ELEVATIONS SHOWN HEREON ESTABLISHED WITH TRIMBLE'S V.S. NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983/81, TEXAS CENTRAL ZONE



1	1973-2017	100-1000	100-1000
2	1973-2017	100-1000	100-1000
3	1973-2017	100-1000	100-1000
4	1973-2017	100-1000	100-1000
5	1973-2017	100-1000	100-1000
6	1973-2017	100-1000	100-1000
7	1973-2017	100-1000	100-1000
8	1973-2017	100-1000	100-1000
9	1973-2017	100-1000	100-1000
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14	1973-2017	100-1000	100-1000
15	1973-2017	100-1000	100-1000
16	1973-2017	100-1000	100-1000
17	1973-2017	100-1000	100-1000
18	1973-2017	100-1000	100-1000
19	1973-2017	100-1000	100-1000
20	1973-2017	100-1000	100-1000

EXHIBIT
 "C"
 11/17/2017

TEXAS LAND SURVEYING, INC.
 A Land Surveying and Geospatial Firm
 3613 Middle Drive, Suite 805 - Georgetown, Texas 78626
 (817) 830-1600 / (512) 830-1388 for more information
 TOLPS FIRM NO. 10088200 OCS060102 FIRM NO. 200338



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EXHIBIT D

JOB COMPLIANCE AFFIDAVIT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____(NAME)_____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED BELOW AND AFTER HAVING BEEN DULY SWORN, ON HIS/HER OATH STATED AS FOLLOWS:

1. "MY NAME IS _____. I AM OVER THE AGE OF 21 YEARS AND AM CAPABLE OF MAKING THIS AFFIDAVIT. THE FACTS STATED IN THIS AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.

2. "I AM THE _____(TITLE)_____ OF RRTX LAKE CREEK HOTEL, LP, AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.

3. "AS OF DECEMBER 31, 20___, RRTX LAKE CREEK HOTEL, LP HAD THE FOLLOWING JOB POSITIONS:

EMPLOYEE ID NO.	JOB POSITION OR TITLE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EMPLOYEE ID NO.

JOB POSITION OR TITLE

TOTAL JOBS _____

DATED THIS _____ **DAY OF** _____, **20**__.

(PRINTED NAME)

(TITLE)

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

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 RRTX Lake Creek Hotel, L.P. ("LCH") and the City of Round Rock, the undersigned hereby certifies to the City that at the time of delivery of this Certificate, LCH 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 LCH within the calendar year 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