

EXHIBIT

“A”

DEVELOPMENT AGREEMENT

This Development Agreement (“the Agreement”) is made by and between the CITY OF ROUND ROCK, TEXAS, (the “City”) and RGC VENTURES, LLC, (the “Developer”) on this 13th day of February, 2020.

RECITALS

WHEREAS, Developer is proposing to build an affordable housing development (the “Project”) at 150 Mays Crossing in the City of Round Rock, Williamson County, Texas, as shown in Exhibit “A”, attached hereto; and

WHEREAS, the Developer proposes to apply for financing for the Project, specifically Low Income Housing Tax Credits (“Tax Credits”) from the Texas Department of Housing and Community Affairs (“TDHCA”); and

WHEREAS, pursuant to Section 2306.67071 of the Texas Government Code, the Developer has provided notice to the City of its intent to file for Tax Credits with TDHCA; and

WHEREAS, the City has held a public hearing regarding the Project as required by Section 2306.67071; and

WHEREAS, pursuant to Section 2306.67071, after due consideration of the information provided by the Developer, the City must decide whether to accept or object to the Developers application for Tax Credits to the TDHCA.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

1. Recitals. The City hereby finds that the Recitals stated above are true and correct.
2. No Objections. Subject to the conditions stated herein, the City hereby approves Developer’s application for Tax Credits with the TDHCA.

3. Developer's Obligations. The Developer, in consideration for the City's approval as stated above, agrees to the following:

(a) Developer, its successors and assigns, agree to develop the Property pursuant to all the requirements of Ordinance No. O-2018-5966, also known as PUD No. 9. In addition, Developer, its successors and assigns agree that any exterior finish of any portion of an open parking deck structure shall consist of masonry, stone, simulated stone or brick. The façade shall be screened from view by landscaping, including but not limited to berms and plant materials.

(b) Developer, its successors and assigns, agree that up to 244 individual units may be constructed on the Property, consisting of a maximum of 30 two bedroom units measuring approximately 1,020 square feet in size, with the remainder consisting of studio units measuring approximately 580 square feet in size and one bedroom units measuring approximately 700 square feet in size. No three bedrooms units will be allowed. Any deviations from the above-cited square footage numbers must be approved by the City prior to construction.

(c) The Developer, its successors and assigns, agree to not pursue any tax exemptions or abatements for the project.

(d) The Developer agrees to pay any required impact fees, as provided for in the Round Rock Code of Ordinances.

ARTICLE II

1. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

2. Notice of Bankruptcy. In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the City within three (3) business days of such event.

3. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement

4. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If Intended for the City:

City of Round Rock, Texas
Attention: Laurie Hadley
City Manager
221 E. Main Street
Round Rock, Texas 78664

With a copy to:

City of Round Rock, Texas
Attention: Steve Sheets
City Attorney
309 E. Main Street
Round Rock, Texas 78664

If intended for the Developer:

RGC Ventures, LLC
Attn: Dan Rigney
4003 Crest Cove
Round Rock, Texas 78681

5. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.
6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Williamson County, Texas.
7. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
8. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal invalid or unenforceable a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
9. Assignment. This Agreement may not be assigned without the written consent of the City.
10. Authorized to Bind. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.
11. Counterparts. This Agreement may execute in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
12. Default. If Developer, its successors or assigns, fail to comply with any of the terms and conditions of this Agreement, including but not limited to pursuance of tax exemptions or

abatements as referenced in Section I.3.(c) above, this failure shall be an act of default. In the event of default, City reserves the right to utilize all available remedies under law and equity.

Executed on this _____ day of _____, 2020.

[Signatures on the following page.]

DEVELOPER:

RGC VENTURES, LLC

By: _____

Its: _____

CITY:

ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

Attest:

Sara White, City Clerk

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____, 2020,
by Craig Morgan, Mayor of the City of Round Rock, Texas, on behalf of said city.

Notary Public, State of Texas
My Commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____, 2020
by _____, _____ of RGC VENTURES, LLC, on behalf
of said limited liability company.

Notary Public, State of Texas
My Commission expires: _____

After recording, return to:

Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664