

**EXHIBIT**

**"A"**

**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT**

This Economic Development Program Agreement ("**Agreement**") is entered into this \_\_\_\_ day of March, 2025, by and between the City of Round Rock, Texas, a Texas home rule municipal corporation ("**City**"), and RRTX Lake Creek Hotel, L.P., a Texas limited partnership ("**LCH**").

**WHEREAS**, the City has adopted Resolution No. \_\_\_\_\_, attached as **Exhibit A** ("**Program Resolution**"), establishing an economic development program and Resolution No. \_\_\_\_\_, 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 expansion of its existing upscale boutique hotel through the new development on approximately 1.028 acres adjacent to its existing hotel facilities, as more particularly described on the attached **Exhibit C** ("**Property**") as an events center, the (the "**Project**" or the "**Event Center**"), as described in the attached **Exhibit D**, (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 develop and operate the Project in conformance with the City's development approvals for the Project, and;

**WHEREAS**, LCH intends to invest approximately \$2.65 million in improvements to real property in the City; and

**WHEREAS**, the City agrees to provide Economic Incentive Payments (as defined below) to defray a portion of the Project's costs; and

**WHEREAS**, the City agrees to provide funding through an Economic Development Loan (as defined below) to LCH for Project 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 “***Economic Development Loan***” (“***Loan***”) means the loan of funds by the City to LCH to offset a portion of the cost to acquire and develop the Property. A copy of the Loan is attached hereto as **Exhibit E**, accompanied by a Deed of Trust, attached hereto as **Exhibit F**.

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

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

2.6 “***Hotel***” means the existing upscale boutique hotel at 400 Fannin Avenue.

2.7 “***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.

2.8 “***Project***” or “***Event Center***” means LCH’s planned development of the Property which shall consist of the purchase of the Property and redevelopment of the existing structure for the operation of a Events Center for the Hotel.

2.9 “***Property***” means approximately 1.028 acres of land more particularly described in **Exhibit C**.

2.10 “***Recapture Liability***” means the total amount of all EIP’s that are paid as a 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 31<sup>st</sup> day of December 2029. Regardless of the foregoing, some EIPs may become due and payable after the term of the 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, 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 \$2,650,000.00 in improvements to the Property no later than December 31, 2027.

4.3 **Provision of Jobs.** LCH agrees to employ in the Hotel/Event Center 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 G**. 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 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 35.101(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 City the Job Compliance Affidavit, the Certificate of Compliance, and a schedule detailing the HOT Tax for such calendar year. For calendar year 2024, LCH shall submit said documentation within thirty (30) days of execution of this Agreement. 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;

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

4.8 **Continuous Operation.** LCH agrees that the Hotel and the Event Center, from the opening date of the Event Center, shall remain in continuous operation and use throughout the term of the Agreement, and shall not be used for any other purpose other than as a hotel, event center, and related amenities, open to the public and serving tourism.

4.9 **Sale of Portion of Property to City.** As a condition of this Agreement, LCH agrees to sell to the City a portion of property it owns adjacent to Brushy Creek for a bridge landing for the City's trail system, as described and shown as Lot 3 in **Exhibit H**. LCH agrees that it will sell to the City said portion of said property estimated at .4329 acres for \$750,000.00. LCH agrees to enter into a mutually agreed upon real estate contract with the City for the sale of said property no later than sixty (60) days from LCH's closing on the purchase of the Property, or as mutually agreed upon by both parties.

4.10 **Events Center Use Agreement.** During the term of this Agreement, LCH shall make available to the City, at no cost to the City, exclusive use of the Events Center for no more than five (5) day per year. The Events Center shall be booked only by the City's Manager's Office, and will be used solely for official City business.

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

5.1 **Economic Development Loan.**

The City shall, pursuant to Chapter 380 of the Texas Local Government Code, but subject to the conditions set out herein, make an Economic Development Loan to LCH. The Economic Development Loan shall be in the form attached hereto as **Exhibit E**. The Loan shall be secured by a first lien Deed of Trust and Vendor's Lien on the Property.

5.2 **Economic Incentive Payments.**

5.2.1 **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 and the Job Compliance Affidavit, the Certificate of Compliance, the 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 Hotel and Event Center 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>
2024	75%
2025	75%
2026	75%
2027	75%
2028	75%
2029	75%

5.2.2 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 by 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 for the 400 Fannin Avenue and 408 Fannin Avenue;

(b) The EIPs 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>
2024	75%
2025	75%
2026	75%
2027	75%
2028	75%
2029	75%

5.3 **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.

5.4 **Permitting.** The City shall cooperate with LCH to expeditiously process all City permit applications and inspections for the Event Center.

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 are 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 either Party remains in default after notice and opportunity to cure, the non-defaulting Party shall have the right to pursue any remedy at law or in equity for the defaulting Party's breach.

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 **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](mailto:citymanager@roundrocktexas.gov)

With a required copy to:

Sheets & Crossfield, PLLC  
309 E. Main Street  
Round Rock, TX 78664  
Attn: Stephanie L. Sandre  
Phone: (512) 738-8728  
Email: [stephanie@scrrlaw.com](mailto:stephanie@scrrlaw.com)

If LCH: RRTX Lake Creek  
1207 East Cesar Chavez Street  
Austin, TX 78702  
Phone: (830) 279-2261  
Email: [bree.carrico@alexamgmt.com](mailto:bree.carrico@alexamgmt.com)

With required copy to:

Bree Carrico  
1805 W. 33<sup>rd</sup> Street  
Austin, TX 78703  
Phone: (830) 279-2261  
Email: [bree.carrico@alexamgmt.com](mailto:bree.carrico@alexamgmt.com)

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

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

6.11 **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.

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

6.13 **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.

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

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



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

<b><u>Exhibit A:</u></b>	City Resolution No. 2025-074
<b><u>Exhibit B:</u></b>	City Resolution No. 2025-075
<b><u>Exhibit C:</u></b>	LCH Property Description
<b><u>Exhibit D:</u></b>	Project Description
<b><u>Exhibit E:</u></b>	Economic Development Loan
<b><u>Exhibit F:</u></b>	Deed of Trust
<b><u>Exhibit G:</u></b>	Job Compliance Affidavit
<b><u>Exhibit H:</u></b>	Description of Property to be Purchased by City

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

EXECUTED to be effective as of the \_\_\_\_ day of March, 2025 (the “*Effective Date*”).

**(SIGNATURES ON FOLLOWING PAGES)**

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

By: \_\_\_\_\_  
Craig Morgan, Mayor

ATTEST: \_\_\_\_\_  
Ann Franklin, City Clerk

APPROVED as to form:

\_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**RRTX LAKE CREEK**  
a Texas Limited Partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A (to the Agreement)**

**(The Program Resolution)**

**(See Attached)**

**RESOLUTION NO. R-2025-\_\_\_\_\_**

**WHEREAS**, RRTX Lake Creek Hotel, LP, (“LCH”) has expressed to the City of Round Rock (“City”) its desire to expand its upscale boutique hotel (“Ruby Hotel”) by purchasing an adjacent property for the development of an events center to the City which will provide an 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 expanding the “Ruby Hotel” in the City through the acquisition of additional property and the development of an events center, 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 13th day of March, 2025.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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ANN FRANKLIN, City Clerk

**EXHIBIT A (To Program Resolution)**  
**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 expanding the “Ruby Hotel” by purchasing and adjacent property for the development of an events center 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 1.028 acres adjacent to the “Ruby Hotel” (the “Property”), as described in Exhibit C of the Economic Development Program Agreement.
  - 1.2. LCH agrees to redevelop the existing structure on the Property use as an events center (the “Project”).
  - 1.3. LCH agrees to invest at least \$2,650,000.00 in Project improvements.
  - 1.4. LCH agrees to continue to employ at least 25 full-time equivalent employees in the Hotel.
  - 1.5. LCH agrees to sell to the City for \$750,000.00 a portion of property it owns adjacent to Brushy Creek for a bridge landing related to the City’s trail system, as shown and described in Exhibit F of the Economic Development Program Agreement.
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>
2024	75%
2025	75%
2026	75%
2027	75%
2028	75%
2029	75%

- 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>
2024	75%
2025	75%
2026	75%
2027	75%
2028	75%
2029	75%

- 2.3 City shall make an Economic Development Loan to LCH in the amount of \$2,650,000.00 secured by a Deed of Trust on the Property.
- 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 (to the Agreement)**

**(The Authorizing Resolution)**

**(See Attached)**

**RESOLUTION NO. R-2025-\_\_\_\_\_**

**WHEREAS**, RRTX Lake Creek Hotel, LP (“LCH”) plans to expand its existing boutique hotel (“Ruby Hotel”) in the City through the purchase of adjacent property for the development of an events center, which will provide an additional tax base to the City (“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 purchase property adjacent to the “Ruby Hotel” and develop 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 13th day of March, 2025.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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ANN FRANKLIN, City Clerk

**EXHIBIT C (to the Agreement)**

**(The Property Description)**

1.028 acres of land legally described as Fannin Flats, Block A, Lot 1

**EXHIBIT D (to the Agreement)**

**(The Project Description)**

Purchase of a 1.028 tract of land adjacent to the “Ruby Hotel” to redevelop the existing structure for the operation of a hotel Events Center.

**EXHIBIT E (to the Agreement)**

**(The Economic Development Loan)**

**(See Attached)**

# ECONOMIC DEVELOPMENT LOAN

## I. Basic Information

Date: March 13, 2025

Borrower: RRTX Lake Creek Hotel, L.P.  
1207 East Cesar Chavez Street  
Austin, Texas 78702

Borrower's Mailing Address:

Lender: City of Round Rock, Texas

Place for Payment: 221 E. Main St.  
Round Rock, Texas 78664  
Williamson County

Principal Amount: \$2,650,000.00

Annual Interest Rate: Secured Overnight Financing Rate (SOFR) plus One Percent (1%)

Maturity Date: December 31, 2029

Terms of Payment (principal and interest): The Principal Amount is due and payable on December 31, 2029. The annual interest shall accrue throughout the term of the Loan but shall be forgiven so long as payment of the Principal Amount is made in full by the Maturity Date. In the event the Principal Amount is not paid in full by the Maturity Date, all interest accrued shall be required to be paid in full by the Borrower.

Security for Payment: This note is secured by first lien deed of trust of even date as said Loan from Borrower to Stephanie L. Sandre, trustee, both of which cover the following real property: Fannin Flats, Block A, Lot 1, the "Property".

Purpose of Loan: The Lender and Borrower have entered into that one certain Economic Development Program Agreement ("Agreement") dated the 13th day of March, 2025 to promote the Project as described below, and in the Agreement, which Project will promote economic development as contemplated by Chapter 380 of the Texas Local Government Code. The purpose of this note is to provide funding to Borrower for the purchase of the Property

Description of Project: The Project is described in the Agreement and herein as an expansion of its existing upscale boutique hotel through the new development on approximately 1.028 acres adjacent to its existing hotel facilities as an events center.

## **II. Promise to Pay**

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate, which said interest shall be forgiven by Lender so long as the Principal Amount is paid in full by the Maturity Date. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amount plus all accrued interest.

## **III. Defaults and Remedies**

A default exists under this note if (1) Borrower defaults in the payment of this note or in the performance of any obligation in the Agreement, or in any instrument securing or collateral to this note; (2) (a) Borrower or (b) any other person liable on any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party other than as described in (1) above; (3) any representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (4) a receiver is appointed for Borrower or an Other Obligated Party; (5) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (6) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; or (7) Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that permits the termination or winding up of the affairs of Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party.

A default exists under this note if (1) Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note; (2) (a) Borrower or (b) any other person liable on any part of this note (an "Other Obligated Party") fails to timely pay or perform any obligation or covenant in any written agreement between Lender and Borrower or any Other Obligated Party other than as described in (1) above; (3) any representation in this note or in any other written agreement between Lender and Borrower or any Other Obligated Party is materially false when made; (4) a receiver is appointed for Borrower or an Other Obligated Party or any property on which a lien or security interest is created as security (the "Collateral Security") for any part of this note; (5) any Collateral Security is assigned for the benefit of creditors; (6) a bankruptcy or insolvency proceeding is commenced by Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; (7) (a) a bankruptcy or insolvency proceeding is commenced against Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party and (b) the proceeding continues without dismissal for sixty days, the party against whom the proceeding is commenced admits the material allegations of the petition against it, or an order for relief is entered; (8) Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party is terminated, begins to wind up its affairs, or is authorized to terminate or wind up its affairs by its governing body or persons, or any event occurs or condition exists that



permits the termination or winding up of the affairs of Borrower, a partnership of which Borrower is a general partner, or an Other Obligated Party; or (9) any Collateral Security is impaired by loss, theft, damage, levy and execution, issuance of an official writ or order of seizure, or destruction, unless it is promptly replaced with collateral security of like kind and quality or restored to its former condition.

Upon the occurrence of a default under this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due, and may exercise all other rights and remedies available at law or in equity.

#### **IV. Waivers**

Borrower waives, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, (7) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code, and (8) rights under section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code and rule 31 of the Texas Rules of Civil Procedure.

#### **V. Attorney's Fees**

Borrower also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

#### **VI. Usury Savings**

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

#### **VII. Other Clauses**

Each Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

[Signature on the following page.]

BORROWER

RRTX LAKE CREEK  
a Texas Limited Partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT F (to the Agreement)**

**(Deed of Trust)**

**(See Attached)**

## Deed of Trust

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

### Basic Information

Date: March 13, 2025

Grantor: RRTX Lake Creek Hotel, L.P.

Grantor's Mailing Address: 1207 East Cesar Chavez Street  
Austin, Texas 78727

Trustee: Stephanie L. Sandre

Trustee's Mailing Address: 309 E. Main St.  
Round Rock, Texas 78664

Lender: City of Round Rock, Texas

Lender's Mailing Address: 221 E. Main St.  
Round Rock, Texas 78664

### Obligation

#### Note

Date: March 13, 2025

Original principal amount: \$2,650,000.00

Borrower: RRTX Lake Creek Hotel, L.P.

Lender: City of Round Rock, Texas

Maturity date: December 31, 2029

Property (including any improvements): Fannin Flats, Block A, Lot 1, Round Rock, Texas, a subdivision in Williamson County, Texas.

**A. Granting Clause**

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

**B. Grantor's Obligations**

*B.1.* Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

*B.2.* Grantor agrees to:

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

**C. Lender's Rights**

*C.1.* Lender may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

**C.6. COLLATERAL PROTECTION INSURANCE NOTICE**

**In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:**

**(A) the Grantor is required to:**

- (i) keep the collateral insured against damage in the amount the Lender specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name the Lender as the person to be paid under the policy in the event of a loss;**

**(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and**

**(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.**

C.7. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may:

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;

- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

**D. Trustee's Rights and Duties**

If directed by Lender to foreclose this lien, Trustee will;

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order:

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

## **E. General Provisions**

*E.1.* If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

*E.2.* Recitals in any trustee's deed conveying the Property will be presumed to be true.

*E.3.* Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

*E.4.* This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

*E.5.* If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

*E.6.* Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

*E.7.* Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph and acting under this paragraph does not waive any of Lender's other rights or remedies.

*E.8.* Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.



*E.9.* In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

*E.10.* Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and

- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the termination of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the termination of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the termination of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the termination of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

*E.11.* When the context requires, singular nouns and pronouns include the plural.

*E.12.* The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

*E.13.* This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

*E.14.* If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

*E.15.* Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

*E.16.* Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust.

*E.17.* If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. The term *Lender* includes any mortgage servicer for Lender.

E.19. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.20. Grantor represents that this deed of trust and the Note are given for the following purposes: for business or commercial purposes and not for personal, family, or household purposes.

Grantor agrees not to grant any lien or security interest in the Property or to permit any junior encumbrance to be recorded or any claim to otherwise become an encumbrance against the Property. If an involuntary encumbrance is filed against the Property, Grantor agrees, within thirty days, to either remove the involuntary encumbrance or provide a bond acceptable to Lender against the involuntary encumbrance.

Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default if Grantor transfers any of the Property to a person who is not a permitted transferee without Lender's consent or, if Grantor is not a natural person, if any person owning a direct or indirect interest in Grantor transfers such interest to a person that is not a "permitted transferee" without Lender's consent.

If all or any part of the Property is sold, transferred, or conveyed without the prior written consent of Lender or other holder of the Note, Lender or other holder of the Note may, at its sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Lender or other holder of the Note has no obligation to consent to any such sale or conveyance of the Property, and Lender or other holder of the Note is entitled to condition any consent on a change in the interest rate that will thereafter apply to the Note and any other change in the terms of the Note or Deed of Trust that Lender or other holder of the Note in its sole discretion deems appropriate. A lease for a period longer than three years, a lease with an option to purchase, or a contract for deed will be deemed to be a sale, transfer, or conveyance of the Property for purposes of this provision. Any deed under threat or order of condemnation, any conveyance solely between makers, and the passage of title by reason of death of a maker or by operation of law will not be construed as a sale or conveyance of the Property. The creation of a subordinate lien without the consent of Lender or other holder of the Note will be construed as a sale or conveyance of the Property, but any subsequent sale under a subordinate lien to which Lender or other holder of the Note has consented will not be construed as a sale or conveyance of the Property.

**GRANTOR:**

**RRTX Lake Creek Hotel, L.P.**

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS** §

§

**COUNTY OF WILLIAMSON** §

This instrument was acknowledged before me on this the \_\_\_\_ day of the month of March, 2025, by \_\_\_\_\_ [name], \_\_\_\_\_ [title] of **RRTX Lake Creek Hotel, L.P.**, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

\_\_\_\_\_  
Signature

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

Notary Public, State of \_\_\_\_\_



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\_\_\_\_\_

TOTAL JOBS \_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_(Signature)

\_\_\_\_\_(Printed Name)

\_\_\_\_\_(Title)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**EXHIBIT H (to the Agreement)**

**(Description of Property to be Purchased by City)**

**(See attached)**





**CORR - PARKLAND  
ACQUISITION  
( ~0.4329 ACRES )**

**VETERANS  
PARK**

**THE RUBY  
HOTEL**

**JL GRAY  
CONSTRUCTION**

**LEWIS ST**

**FANNIN AVE**



OWNERS: RRTX LAKE CREEK HOTEL, LP.  
1207 E. CESAR CHAVEZ ST.  
AUSTIN TX 78702  
PHONE (830) 279-2261  
BREE CARRICO

FOUR 26 LLC.  
410 FANNIN AVE  
ROUND ROCK, TX 78664  
PHONE: (512) 845-1237  
BRIAN LEMONS

CITY OF ROUND ROCK  
221 E. MAIN STREET,  
ROUND ROCK, TX 78664  
PHONE: (512) 218-5400  
BROOKS BENNETT  
CITY MANAGER

ACREAGE: 5.208 ACRES (226,862 S.F.)

SURVEYOR: INLAND GEODETICS  
1504 CHISHOLM TRAIL STE. 103  
ROUND ROCK, TX 78626  
PHONE: (512) 238-1200  
MIGUEL A. ESCOBAR, LSLS, RPLS

NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREETS: N/A

SUBMITTAL DATE: L\*\*\*\*\*

DIRECTOR REVIEW DATE: L\*\*\*\*\*

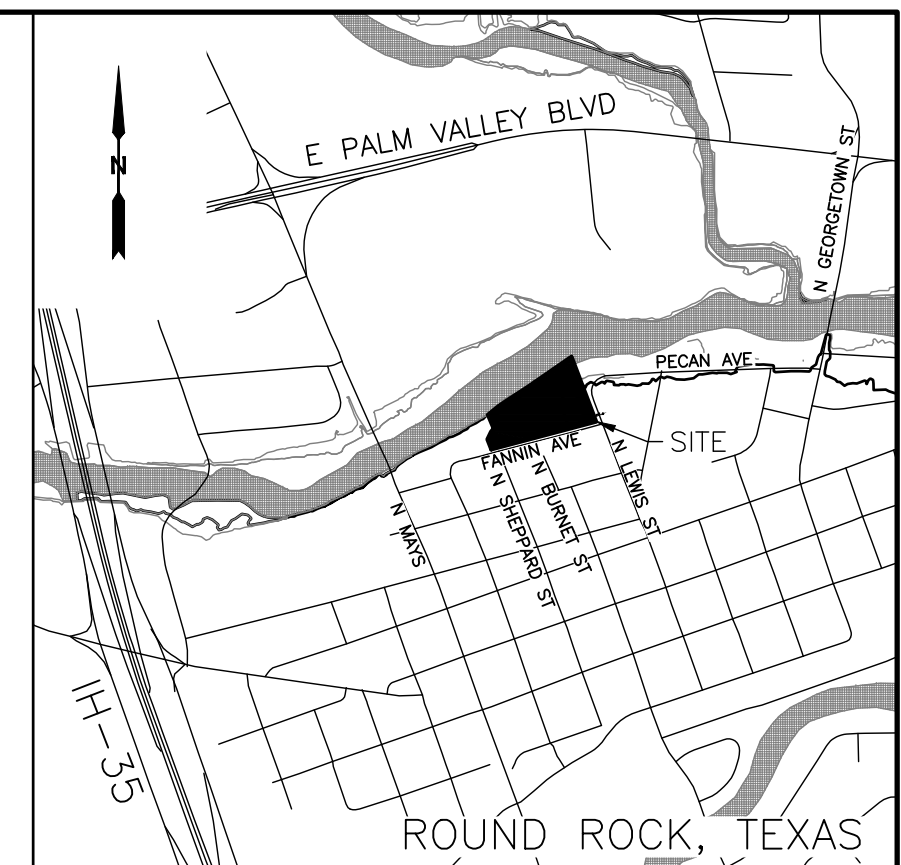
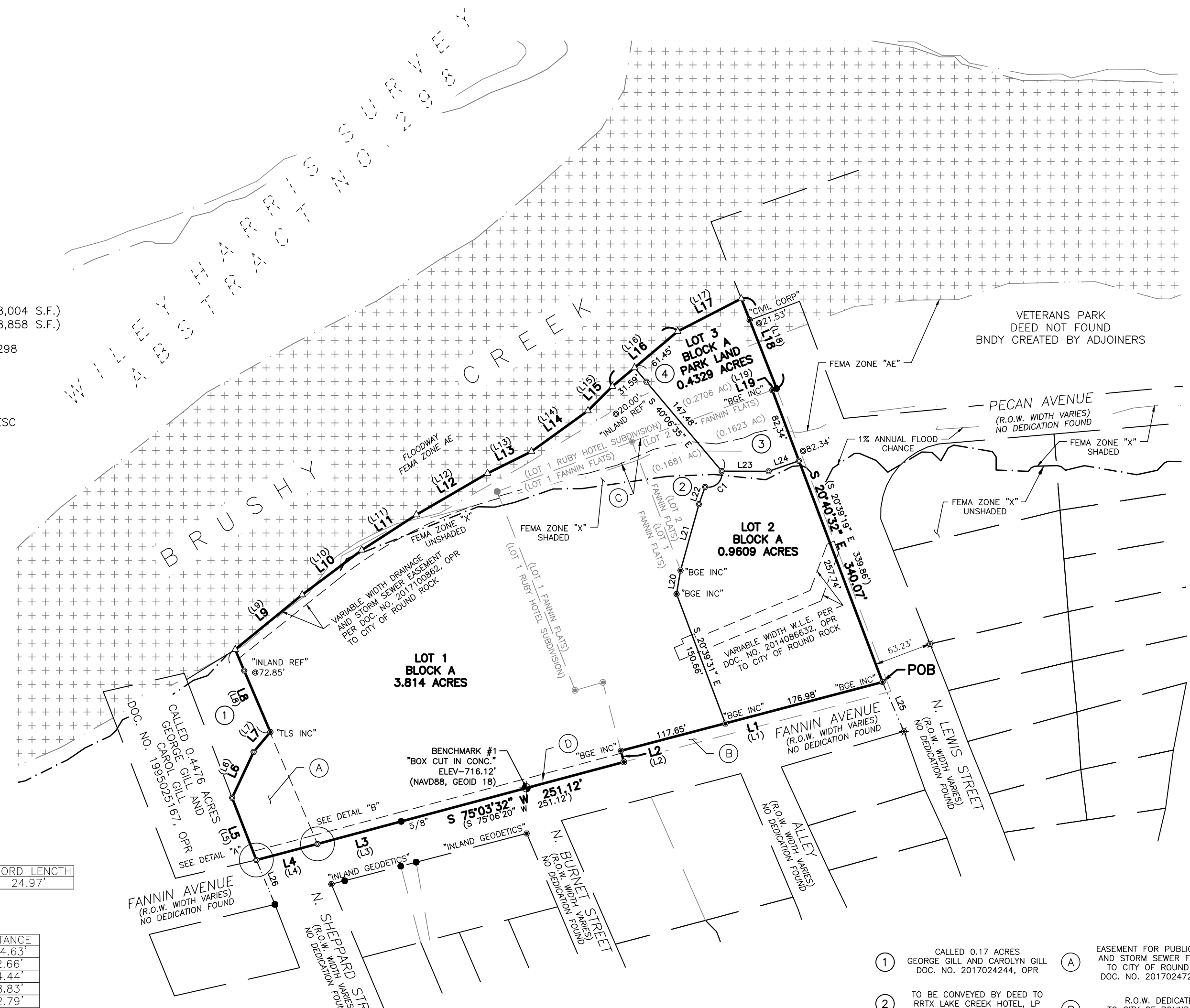
BENCHMARK: BENCHMARK #1  
"BOX CUT IN CONC."  
ELEV.=716.12'  
(NAVD88, GEOID 18)

ACREAGE BY LOT TYPE: DEVELOPMENT: 4.775 AC (208,004 S.F.)  
OPEN SPACE: 0.4329 AC (18,858 S.F.)

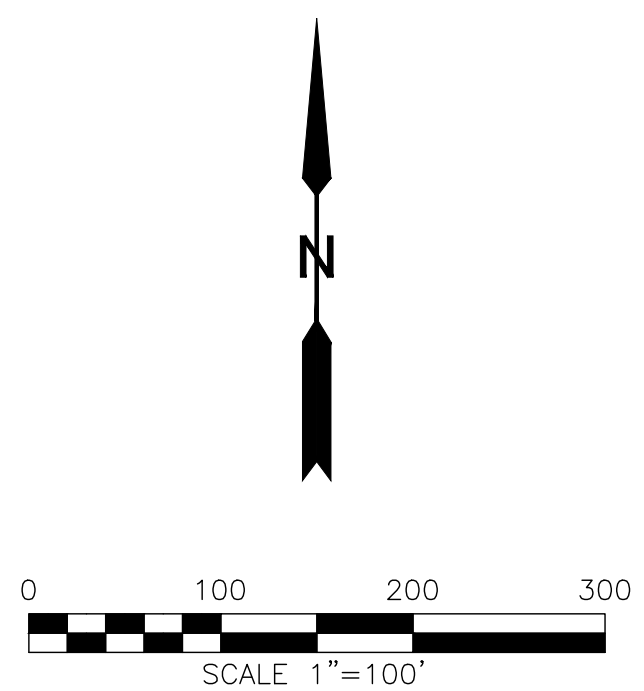
PATENT SURVEY: WILEY HARRIS SURVEY, ABSTRACT 298

ENGINEER: WAELTZ & PRETE, INC.  
211 N. A.W. GRIMES BLVD  
ROUND ROCK, TEXAS 78665  
PHONE: 512-505-8953  
ANTONIO A. PRETE, P.E., CFM, CPESC

NUMBER OF LOTS BY TYPE: DEVELOPMENT: 2  
OPEN SPACE: 1



VICINITY MAP  
N.T.S.

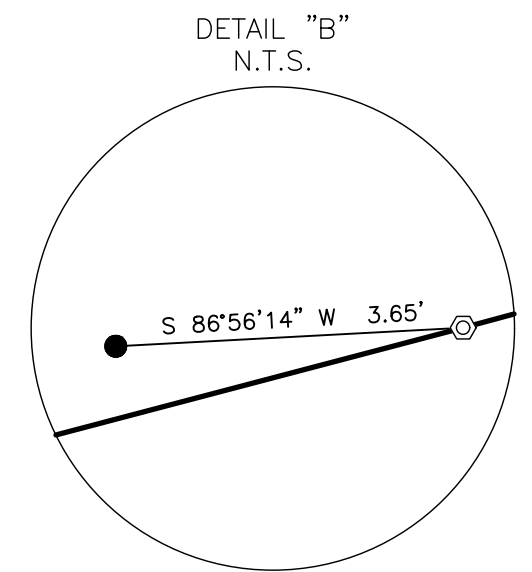
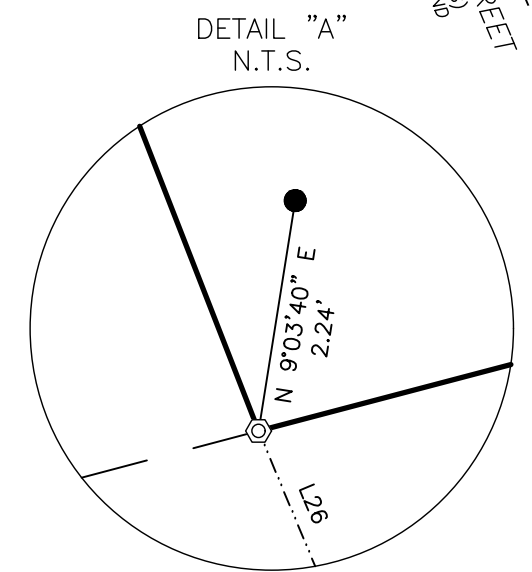


- LEGEND**
- 1/2IN IRON ROD FOUND
  - ⊙ 5/8IN IRON ROD WITH PLASTIC CAP STAMPED "INLAND GEODETICS" SET
  - ⊙ 1/2IN IRON ROD FOUND W/CAP OR OTHERWISE NOTED
  - ⊙ 1/2IN ID IRON PIPE FOUND
  - ⊙ TEMPORARY BENCHMARK
  - ⊙ CALCULATED POINT
  - ⊙ FENCE POST
  - ⊙ DOCUMENT
  - DR DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
  - ESMT. EASEMENT
  - NO. NUMBER
  - OPR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
  - POB POINT OF BEGINNING
  - R.O.W. RIGHT-OF-WAY
  - W.L.E. WATER LINE EASEMENT
  - 1% ANNUAL FLOOD CHANCE
  - - - EASEMENT LINE
  - FEMA SPECIAL FLOOD HAZARD AREA ZONE "AE"
  - (---) INDICATES RECORD BEARINGS AND DISTANCES
  - (---) INDICATES PREVIOUSLY RECORDED SUBDIVISION PROPERTY LINES
  - (---) DOC. NO. 2017100862, OPR DOC. NO. 2022029638, OPR

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	15.00'	112°38'54"	29.49'	S 46°47'23" W	24.97'

NO.	BEARING	DISTANCE
L1	S 75°16'32" W	294.63'
L2	S 15°11'30" E	12.66'
L3	S 74°56'53" W	94.44'
L4	S 75°14'20" W	68.83'
L5	N 21°19'29" W	72.79'
L6	N 25°06'55" E	55.16'
L7	N 40°03'19" E	28.37'
L8	N 23°03'34" W	97.72'
L9	N 50°44'17" E	94.28'
L10	N 53°06'33" E	81.08'
L11	N 57°06'14" E	70.92'
L12	N 59°46'01" E	89.67'
L13	N 63°35'30" E	53.43'
L14	N 54°11'31" E	75.94'
L15	N 45°01'38" E	37.55'
L16	N 49°53'25" E	93.04'
L17	N 62°45'24" E	77.86'
L18	S 21°29'40" E	105.24'
L19	S 70°25'28" W	5.08'
L20	S 9°36'41" W	25.93'
L21	S 15°33'46" W	75.00'
L22	S 19°19'16" W	20.00'
L23	S 89°49'56" E	51.00'
L24	N 70°46'52" E	35.00'
L25	N 23°32'52" W	58.60'
L26	S 22°41'35" E	52.42'

NO.	BEARING	DISTANCE
(L1)	N 75°13'28" E	294.63'
(L2)	N 14°48'35" W	12.66'
(L3)	S 74°59'41" W	94.44'
(L4)	S 75°17'08" W	68.83'
(L5)	N 21°06'36" W	72.79'
(L6)	N 25°19'48" E	55.60'
(L7)	N 40°16'12" E	27.48'
(L8)	N 22°50'41" W	98.00'
(L9)	N 50°46'20" E	94.28'
(L10)	N 53°08'36" E	81.08'
(L11)	N 57°08'17" E	70.92'
(L12)	N 59°48'04" E	89.67'
(L13)	N 63°37'33" E	53.43'
(L14)	N 54°13'34" E	75.94'
(L15)	N 45°03'41" E	37.55'
(L16)	N 49°55'28" E	93.04'
(L17)	N 62°35'15" E	77.39'
(L18)	S 21°29'47" E	105.24'
(L19)	N 69°45'44" E	5.00'



- ① CALLED 0.17 ACRES GEORGE GILL AND CAROLYN GILL DOC. NO. 2017024244, OPR
- ② TO BE CONVEYED BY DEED TO RRTX LAKE CREEK HOTEL, LP DOC. NO. XXXXXXXXXXXX, OPR
- ③ TO BE CONVEYED BY DEED TO CITY OF ROUND ROCK DOC. NO. XXXXXXXXXXXX, OPR
- ④ TO BE CONVEYED BY DEED TO CITY OF ROUND ROCK DOC. NO. XXXXXXXXXXXX, OPR
- (A) EASEMENT FOR PUBLIC UTILITY AND STORM SEWER FACILITIES TO CITY OF ROUND ROCK DOC. NO. 2017024722, OPR
- (B) R.O.W. DEDICATED TO CITY OF ROUND ROCK DOC. NO. 2022029638, OPR
- (C) VARIABLE WIDTH DRAINAGE AND STORM SEWER EASEMENT TO CITY OF ROUND ROCK DOC. NO. 2022029638, OPR
- (D) 10' PUBLIC UTILITY AND SIDEWALK EASEMENT TO CITY OF ROUND ROCK DOC. NO. 2017100862, OPR

**PRELIMINARY**  
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.  
Inland Geodetics  
02/12/2025

A REPLAT OF  
RUBY HOTEL SUBDIVISION  
AND FANNIN FLATS  
ROUND ROCK, TEXAS  
WILLIAMSON COUNTY

1504 CHISHOLM TRAIL RD., #103  
ROUND ROCK, TX 78681  
512-238-1200  
FIRM REG. NO. 100591-00  
SHEET 1 OF 3  
CORR-008 02/11/2025

B:\PROJECTS\CITY OF ROUND ROCK (CORR)\CORR-008 - REPLAT\CORR-008-REPLAT-RUBY HOTEL REPLAT.DWG

BSM P:\PROJECTS\CITY OF ROUND ROCK (CORR)\CORR-008 - RUBY HOTEL REPLAT\4 - DRAWINGS\4.8 - REPLAT\CORR-008-REPLAT-RUBY HOTEL REPLAT.DWG

NOTES:

1. A DEED CONVEYING LAND TO THE CITY OF ROUND ROCK, REFERENCING THE DOCUMENT NO. OF THIS FINAL PLAT, SHALL BE RECORDED.
2. A PORTION OF THIS TRACT IS ENCROACHED BY ULTIMATE 1% ANNUAL CHANCE FLOOD PLANE.
3. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN; UNLESS APPROVED BY THE CITY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE CITY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
4. ALL SLAB ELEVATIONS SHALL BE A MINIMUM OF TWO (2) FEET ABOVE THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN.
5. A PORTION OF THIS TRACT IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANELS NUMBER 48491C0493F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY.
6. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENT SHOWN HEREON.
7. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH PART III, ZONING AND DEVELOPMENT CODE, CHAPTER 2, ZONING DISTRICTS AND USE REGULATIONS, CITY OF ROUND ROCK, TEXAS, 2018, AS AMENDED."
8. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PART III, ZONING AND DEVELOPMENT CODE, SECTION 6-26, CITY OF ROUND ROCK, TEXAS, 2018, AS AMENDED.
9. WITH THE EXCEPTION OF PROPERTIES LOCATED WITHIN THE MU-1 AND MU-2 ZONING DISTRICTS, A TEN FOOT (10') PUE AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY CONVEYED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON. ANY PRIVATE IMPROVEMENTS WITHIN THE PUE OR RIGHT-OF-WAY SHALL REQUIRE WRITTEN APPROVAL FROM THE UTILITIES DIRECTOR PRIOR TO INSTALLATION.
10. ANY SITE PLAN OR BUILDING PERMIT ASSOCIATED WITH THIS PLAT SHALL REQUIRE CONNECTION TO THE CITY OF ROUND ROCK PUBLIC WATER AND WASTEWATER UTILITIES AND THE ABANDONING OF EXISTING WELL(S) FOR DOMESTIC USE AND SEPTIC SYSTEM(S). EXISTING WELL(S) MAY BE UTILIZED FOR IRRIGATION.
11. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF RUBY HOTEL SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2017100862 & FANNIN FLATS AS RECORDED IN DOCUMENT NO. 2022029638, IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH PART III, ZONING AND DEVELOPMENT CODE, CHAPTER 2, ZONING DISTRICTS AND USE REGULATIONS, CITY OF ROUND ROCK, TEXAS, 2018, AS AMENDED.
12. A TEN FOOT (10') P.U.E. AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.

FIELD NOTES:

BEING A 5.208 ACRE TRACT OF LAND OUT OF THE WILEY HARRIS SURVEY, ABSTRACT NO. 298, WILLIAMSON COUNTY, TEXAS, BEING A REPLAT OF FANNIN FLATS, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2022029638 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND RUBY HOTEL SUBDIVISION OF RECORD IN DOCUMENT NO. 2017100862, OF SAID OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.208 ACRE TRACTOF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BGE INC" FOUND FOR A POINT IN THE WEST RIGHT-OF-WAY LINE OF NORTH LEWIS STREET, A VARIABLE WIDTH RIGHT-OF-WAY, NO DEDICATION FOUND TO DATE, THE NORTH RIGHT-OF-WAY LINE OF FANNIN AVENUE, A VARIABLE WIDTH RIGHT-OF-WAY, NO DEDICATION FOUND TO DATE, FOR THE SOUTHEAST CORNER OF SAID FANNIN FLATS, AND FOR THE SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE, SOUTH 75°16'32" WEST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FANNIN AVENUE, THE SOUTH BOUNDARY LINE OF SAID FANNIN FLATS, AND THE SOUTH BOUNDARY LINE OF THE TRACT DECRBED HEREIN, A DISTANCE OF 294.63 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BGE INC" FOUND FOR A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID FANNIN AVENUE, FOR A POINT ON THE EAST BOUNDARY LINE OF SAID RUBY HOTEL SUBDIVISION AND FOR THE SOUTHWEST CORNER OF SAID FANNIN FLATS;

THENCE, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID FANNIN AVENUE, AND THE SOUTH BOUNDARY LINE OF SAID RUBY HOTEL SUBDIVISION THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 15°11'30" EAST, A DISTANCE OF 12.66 FEET TO A 1/2-INCH INTERIOR DIAMETER IRON PIPE FOUND;
2. SOUTH 75°03'32" WEST, A DISTANCE OF 251.12 FEET TO A 5/8-INCH IRON ROD FOUND;
3. SOUTH 74°56'53" WEST, A DISTANCE OF 94.44 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "INLAND GEODETICS" SET;
4. SOUTH 75°14'20" WEST, A DISTANCE OF 68.83 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "INLAND GEODETICS" SET, FOR THE SOUTHWEST CORNER OF SAID RUBY HOTEL SUBDIVISION, AND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRAC;

THENCE WITH THE WEST BOUNDARY LINE OF SAID RUBY HOTEL SUBDIVISION, THE FOLLOWING FOUR (4) COURSES;

1. NORTH 21°19'29" WEST, A DISTANCE OF 72.79 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "INLAND GEODETICS" SET;
2. NORTH 25°06'55" EAST, A DISTANCE OF 55.16 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "INLAND GEODETICS" SET;
3. NORTH 40°03'19" EAST, A DISTANCE OF 28.37 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "TLS INC" FOUND;
4. NORTH 23°03'34" WEST, AT A DISTANCE OF 72.85' PASS A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "INLAND REF POINT" SET, CONTINUING FOR A TOTAL DISTANCE OF 97.72 FEET TO A CALCULATED POINT IN THE APPROXIMATE SOUTH BLUFF LINE OF BRUSHY CREEK, FOR THE NORTHWEST CORNER OF SAID RUBY HOTEL SUBDIVISION AND FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREINN;

THENCE, WITH THE APPROXIMATE SOUTH BLUFF LINE OF BRUSHY CREEK, THE NORTH BOUNDARY LINE OF SAID RUBY HOTEL SUBDIVISION, AND THE NORTH BOUNDARY LINE OF THE TRACT DESCRIBED HEREIN, THE FOLLOWING NINE (9) COURSES;

1. NORTH 50°44'17" EAST, A DISTANCE OF 94.28 FEET TO A CALCULATED POINT;
2. NORTH 53°06'33" EAST, A DISTANCE OF 81.08 FEET TO A CALCULATED POINT;
3. NORTH 57°06'14" EAST, A DISTANCE OF 70.92 FEET TO A CALCULATED POINT;
4. NORTH 59°46'01" EAST, A DISTANCE OF 89.67 FEET TO A CALCULATED POINT;
5. NORTH 63°35'30" EAST, A DISTANCE OF 53.43 FEET TO A CALCULATED POINT;
6. NORTH 54°11'31" EAST, A DISTANCE OF 75.94 FEET TO A CALCULATED POINT;
7. NORTH 45°01'38" EAST, A DISTANCE OF 37.55 FEET TO A CALCULATED POINT;
8. NORTH 49°53'25" EAST, A DISTANCE OF 93.04 FEET TO A CALCULATED POINT;
9. NORTH 62°45'24" EAST, A DISTANCE OF 77.86 FEET TO A CALCULATED POINT, FOR THE NORTHEAST CORNER OF RUBY HOTEL SUBDIVISION, AND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 21°29'40" EAST, WITH THE EAST BOUNDARY LINE OF SAID RUBY HOTEL SUBDIVISION, AND THE EAST LINE OF THE TRACT DESCRIBED HEREIN, A DISTANCE OF 105.24 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE NORTHEAST CORNER OF SAID FANNIN FLATS, ON THE WEST RIGHT-OF-WAY LINE OF SAID NORTH LEWIS STREET;

THENCE, SOUTH 70°25'28" WEST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID NORTH LEWIS STREET, A SOUTH BOUNDARY LINE OF SAID RUBY HOTEL SUBDIVISION, THE NORTH LINE IF SAID FANNIN FLATS, AND THE EAST BOUNDARY LINE OF THE HEREIN DESCRIBED TRACT A DISTANCE OF 5.08 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BGE INC" FOUND, FOR THE NORTHEAST CORNER OF LOT 2, BLOCK A, OF THE AFORMENTIONED FANNIN FLATS;

THENCE, SOUTH 20°40'32" EAST, WITH THE EAST LINE OF LOT 2, BLOCK A, OF SAID FANNIN FLATS AND THE WEST LINE OF SAID NORTH LEWIS STREET, A DISTANCE OF 340.07 FEET TO THE POINT OF THE BEGINNING CONTAINING 5.208 ACRES MORE OR LESS, WITHIN THESE METES AND BOUNDS.

**PRELIMINARY**

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.  
Inland Geodetics  
02/12/2025



A REPLAT OF  
RUBY HOTEL SUBDIVISION  
AND FANNIN FLATS

ROUND ROCK, TEXAS  
WILLIAMSON COUNTY

1504 CHISHOLM TRAIL RD., #103  
ROUND ROCK, TX 78681  
512-238-1200  
FIRM REG. NO. 100591-00  
SHEET 2 OF 3  
CORR-008 02/11/2025



BSM P:\PROJECTS\CITY OF ROUND ROCK (CORR)\CORR-008 - RUBY HOTEL REPLAT\4 - DRAWINGS\4.8 - REPLAT\CORR-008-REPLAT-RUBY HOTEL REPLAT.DWG

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THAT RRTX LAKE CREEK HOTEL, A LIMITED PARTNERSHIP, AS THE OWNER OF THAT CERTAIN 2.89 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2018027331, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THERE ARE NO LIEN HOLDERS AND DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS:

"REPLAT OF RUBY HOTEL SUBDIVISION AND FANNIN FLATS"

RRTX LAKE CREEK HOTEL

\_\_\_\_\_  
BREE CARRICO  
PRESIDENT

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_, BY, BREE CARRICO, AS PRESIDENT OF RRTX LAKE CREEK HOTEL, LP, A LIMITED PARTNERSHIP, ON BEHALF OF SAID RRTX LAKE CREEK HOTEL, LP.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:\_\_\_\_\_

MY COMMISSION EXPIRES:\_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THAT FOUR 26 LLC, A LIMITED LIABILITY COMPANY, AS THE OWNER OF THAT CERTAIN 2.443 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2022029638, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THERE ARE NO LIEN HOLDERS AND DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS:

"REPLAT OF RUBY HOTEL SUBDIVISION AND FANNIN FLATS"

FOUR 26 LLC

\_\_\_\_\_  
BRIAN LEMONS  
VICE-PRESIDENT & SECRETARY

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_, BY, BRIAN LEMONS, AS VICE-PRESIDENT & SECRETARY OF FOUR 26 LLC, A LIMITED LIABILITY COMPANY, ON BEHALF OF SAID FOUR 26 LLC.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:\_\_\_\_\_

MY COMMISSION EXPIRES:\_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THAT CITY OF ROUND ROCK, A GOVERNMENTAL ENTITY, AS THE OWNER OF THAT CERTAIN 0.2707 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER \_\_\_\_\_, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS THE OWNER OF THAT CERTAIN 0.1622 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER \_\_\_\_\_, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THERE ARE NO LIEN HOLDERS AND DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS:

"REPLAT OF RUBY HOTEL SUBDIVISION AND FANNIN FLATS"

CITY OF ROUND ROCK

\_\_\_\_\_  
BROOKS BENNETT  
CITY MANAGER

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_DAY OF \_\_\_\_\_, 20\_\_\_\_, BY, BROOKS BENNETT, AS CITY MANAGER OF THE CITY OF ROUND ROCK, A GOVERNMENTAL ENTITY, ON BEHALF OF SAID CITY OF ROUND ROCK.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME:\_\_\_\_\_

MY COMMISSION EXPIRES:\_\_\_\_\_

THAT I, MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S., DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH CHAPTER 4 - SUBDIVISION DESIGN AND CONSTRUCTION, PART III - ZONING AND DEVELOPMENT CODE, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2018 EDITION AS AMENDED.

\_\_\_\_\_  
MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S. DATE  
TEXAS REG. NO. 5630  
1504 CHISHOLM TRAIL #103  
ROUND ROCK, TEXAS 78681  
PHONE (512) 238-1200  
TBPELS FIRM REG. # 10059100

**PRELIMINARY**  
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.  
Inland Geodetics  
02/12/2025

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

THAT I, ANTONIO A. PRETE, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH CHAPTER 4 - SUBDIVISION DESIGN AND CONSTRUCTION, PART III ZONING AND DEVELOPMENT CODE, CODE OF ORDINANCES, CITY OF ROUND ROCK, 2018 EDITION AS AMENDED, AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF ROUND ROCK, TEXAS.

\_\_\_\_\_  
ANTONIO A. PRETE, P.E. DATE  
TEXAS REG. NO. 93759  
211 N. A.W. GRIMES BLVD.  
ROUND ROCK, TX, 78665  
PHONE (512) 423-8730  
TBPELS FIRM REG. # F-10308

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON §

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT OF THE CITY OF ROUND ROCK, TEXAS, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

THE PROPERTY COVERED BY THIS PLAT IS WITHIN THE CITY OF THE CITY OF ROUND ROCK.

\_\_\_\_\_  
BRADLEY DUSHKIN, AICP  
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES DEPARTMENT  
CITY OF ROUND ROCK

THE STATE OF TEXAS §  
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M. AND DULY RECORDED ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_M. IN THE PLAT RECORDS OF SAID COUNTY, IN INSTRUMENT NO. \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK, COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY:\_\_\_\_\_ DEPUTY



A REPLAT OF  
RUBY HOTEL SUBDIVISION  
AND FANNIN FLATS  
ROUND ROCK, TEXAS  
WILLIAMSON COUNTY

1504 CHISHOLM TRAIL RD., #103  
ROUND ROCK, TX 78681  
512-238-1200  
FIRM REG. NO. 100591-00  
SHEET 3 OF 3  
CORR-008 02/11/2025





DOWNTOWN PARK

HERITAGE TRAIL

HERITAGE TRAIL

BRIDGE

DOWNTOWN PARK

VETERANS PARK

PECAN AVE

CORR ACQUISITION  
(~0.4329 AC)

RUBY ACQUISITION

JL GRAY CONSTRUCTION

LEWIS ST

THE RUBY HOTEL

FANNIN AVE

2

3

6

10

6

5

11

4