

# **EXHIBIT**

## **"A"**

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is executed by City of Round Rock, Texas (the "City") and Urban Intownhomes, ("Urban") to set out their current understanding regarding the conveyance and subsequent development of a tract of land ("Property") located on Bagdad Avenue and owned by the City.

#### **RECITALS**

**WHEREAS**, Urban is in the business of developing land for residential purposes; and

**WHEREAS**, the City is the owner of the Property which is comprised of two tracts containing approximately 3.68 acres, which is located just south of City Hall and is between Bagdad Avenue and the Union Pacific Railroad; and

**WHEREAS**, the Property is located near the historic downtown retail and entertainment district, and

**WHEREAS**, the City Council believes that the Property is best suited for residential development; and

**WHEREAS**, Urban is considering purchasing the Property for the purpose of developing it for residential purposes; and

**WHEREAS**, the City Council is considering conveying the Property to Urban for development for residential purposes; and

**WHEREAS**, the parties acknowledge that the terms and conditions listed herein are not legally binding against either party, but merely serve as a memorandum of the understanding of the parties;

**NOW THEREFORE**, the City and Urban agree to work cooperatively and in good faith to draft and approve future agreements and to convey and develop the Property in the manner set forth herein.

#### **ARTICLE I URBAN'S INTENTIONS**

**1.01** Urban intends to purchase the Property and to develop same for residential purposes.

**1.02** Urban intends to purchase the Property for \$425,000.

- 1.03** Urban intends to construct a minimum of eighty-two (82) townhouse residential units on the Property within six (6) years of Purchasing the Property.
- 1.04** Urban intends to invest at least \$18,000,000.00 in the development of the Property for residential purposes.
- 1.05** Urban intends to work in good faith with the City to negotiate and enter into a Development Agreement and Planned Unit Development Zoning District to establish land uses and development standards for residential development on the Property that is compatible with the City's vision for the Main Street Retail and Entertainment District.

## **ARTICLE II CITY INTENTIONS**

- 2.01** City intends to convey the Property to Urban for \$425,000.
- 2.02** City intends to waive site development fees, building construction permit fees, and utility impact fees.
- 2.03** City intends to expedite the development approval and permitting process.
- 2.04** City intends to design and construct the public roadways highlighted in blue on the attached Exhibit A, along with associated landscaping and crosswalks.

## **ARTICLE III MISCELLANEOUS**

- 3.01** The Parties acknowledge that the City cannot convey the Property directly to Urban without complying with the provisions of the Local Government Code. Therefore, the Parties agree to work with the Round Rock Transportation and Economic Development Corporation ("RRTED") to develop one or more agreements whereby the City will convey the Property to RRTED for subsequent conveyance to Urban.

**ARTICLE IV  
LEGAL EFFECT OF MOU**

- 4.01** This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this \_\_\_\_ day of \_\_\_\_, 2016.

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Alan McGraw, Mayor

~~URBAN HOMES~~ *TownHomes LLC*  
By: *Donald M. K. Lin*  
Its *manager*

