



NOTICE OF MEETING OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF BURNET, TEXAS

Notice is hereby given that a Regular Meeting of the **Burnet Economic Development Corporation** of the City of Burnet, Texas will be held on **Tuesday, March 18, 2025 at 3:00 PM** located at the 2402 S. Water Street (Hwy 281 South, Burnet Municipal Airport) Burnet, TX, at which time the following subjects will be discussed, to wit:

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

1. CALL TO ORDER:

2. CONSENT AGENDA:

1. Approval of the February 11, 2025 Regular BEDC Meeting Minutes
Approval of the February 25, 2025 Special BEDC Meeting Minutes

3. ACTION ITEMS:

1. Discussion and consider action: Related to the potential sale of all or portions of The Crossings at 281 South Commercial Park.
2. Discussion and consider action: Related to the potential sale of all or portions of 118 E. Polk Street Properties.
3. Discussion and consider action: Related to the potential sale of all or portions of Eastside Commercial Park located on Highway 29 East.
4. Discussion and consider action: Unimproved Property Contract with Roaring 7 Development, LLC for the purchase of Lots 7-D-1 and 7-D-2 of Eastside Commercial Park.
5. Discussion and consider action: Fiscal Year 2024/25 Financial Report.
6. Discussion and consider action: Burnet Community Coalition.

4. CONVENE TO EXECUTIVE SESSION:

5. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

6. REQUESTS FROM BEDC FOR FUTURE REPORTS:

7. ADJOURN:

Dated this 13th day of March 2025

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the Burnet Economic Development Corporation, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on March 13, 2025, at or before 5 o'clock p.m. and

remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Maria Gonzales, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City Council Chamber is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be emailed to the City Secretary at citysecretary@cityofburnet.com.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The Board of Directors for the Burnet Economic Development Corporation reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development)

STATE OF TEXAS {}
COUNTY OF BURNET {}

On this the 11th day of February 2025, the Burnet Economic Development Corporation of the City of Burnet convened in Regular Session, at 3:00 p.m., at the Burnet City Council Chambers, 2402 S. Water Street, Burnet, with the following members present, to-wit:

Board Members: President Cary Johnson, David Vaughn, Philip Thurman, Ricky Langley, Josh Milam, Keith McBurnett, Habib Erkan, Jr.

Guests: Jessi Carpenter, Adrienne Feild

CALL TO ORDER: The meeting was called to order by Board President Cary Johnson at 3:00 p.m. and a quorum was established.

CONSENT AGENDA:

Approval of the January 21, 2025, BEDC Regular Meeting Minutes

Board Member Philip Thurman made a motion to approve the consent agenda as presented. Board Member Keith McBurnett seconded the motion. The motion carried unanimously.

ACTION ITEMS:

Discuss and consider action: Related to the potential sale of all or portions of The Crossings at 281 South Commercial Park: Board Member David Vaughn reported to the Board that HTeaO is experiencing drainage issues on their proposed property. The LOMR is in the process of being filed, which will remove most of the flood plain areas, but not all. The engineers are continuing their efforts to find a solution for the remaining flood plain areas. Mr. Vaughn announced that the groundbreaking ceremony for the Marriott Hotel has been rescheduled for March 26, 2025, at 11:00 a.m. No action taken.

Discuss and consider action: Request for assistance with revitalization for 236 S. Main: The Board held discussion about Mr. Krause's request for funding in the amount of \$750,000 and potential impact on the EDC's overall cash reserves and operating budget. No action taken.

Discuss and consider action: Related to the potential sale of all or portions of 118 E. Polk Street Properties: Board Member David Vaughn reported that while at the ICSC Conference, he was approached by a strip center developer. The developer expressed interest in the property, but nothing further has come of it. No action taken.

Discuss and consider action: Payment or possible extension to the Bealls building note with the City of Burnet and impact on other future projects: Board Member David Vaughn made a motion to pay half, \$557,500.00, of the Bealls note by the end of March 2025 and request an extension the remaining balance until September of 2025. Board Member Ricky Langley seconded the motion. The motion carried unanimously.

Discuss and consider action: Related to the potential sale of all or portions of Eastside Commercial

Park located on Highway 29 East: Board Member David Vaughn stated there were no updates to report. No action taken.

Discuss and consider action: Edward Jones land request for Eastside Commercial Park located on Highway 29 East: Board Member David Vaughn reported to the Board that Grayson Jaynes has submitted a draft of his site plan but is currently considering expanding at his current location. Mr. Jaynes has asked the Board to hold off on any action with the property. No action taken.

Discuss and consider action: Burnet Community Coalition: Board Member Philip Thurman reported on the ICSC Conference, providing details on materials like handouts and videos that were used to promote BEDC properties. The BEDC website is also getting a slight refresh with new marketing videos. No action taken.

CONVENE TO EXECUTIVE SESSION: None.

The Board of Directors of the Burnet Economic Development Corporation shall convene in executive session to:

4.1) Pursuant to Section 551.072 Texas Government Code deliberate the purchase, exchange, lease, or value of real property in order to minimize the detrimental effect of such discussion in open session on the position of the Board in negotiations with third parties for property located at 236 South Main St., Burnet: D. Vaughn: No action taken.

REQUESTS FROM BEDC FOR FUTURE REPORTS: None.

ADJOURN: There being no further business, a motion to adjourn was made by Board President Cary Johnson at 4:28 p.m. and seconded by Board Member Philip Thurman. The motion carried unanimously.

ATTEST:

Cary Johnson, President
Burnet Economic Development Corporation

Maria Gonzales, City Secretary

STATE OF TEXAS {}
COUNTY OF BURNET {}

On this the 25th day of February 2025, the Burnet Economic Development Corporation of the City of Burnet convened in Regular Session, at 1:00 p.m., at the Burnet City Council Chambers, 2402 S. Water Street, Burnet, with the following members present, to-wit:

Board Members: President Cary Johnson, David Vaughn, Philip Thurman, Ricky Langley, Josh Milam, Keith McBurnett, Habib Erkan, Jr.

Guests: Jessi Carpenter, Adrienne Feild

CALL TO ORDER: The meeting was called to order by Board President Cary Johnson at 1:00 p.m. and a quorum was established.

CONSENT AGENDA: None.

ACTION ITEMS:

3.1) Consideration and action with respect to Resolution No. BEDC R2025-02: D. Vaughn:
RESOLUTION AUTHORIZING REDEMPTION OF CERTAIN OF THE CORPORATION'S
OUTSTANDING BONDS AND OTHER RELATED MATTERS.

Board Member Philip Thurman made a motion to approve Resolution No. BEDC R2025-02 as presented. Board Member Habib Erkan, Jr. seconded the motion. The motion carried unanimously.

3.2) Discuss and consider action: Approval of Resolution No. BEDC R2025-03: D. Vaughn:
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BURNET ECONOMIC
DEVELOPMENT CORPORATION AUTHORIZING PAYMENT OF HALF OF THE
OUTSTANDING BALANCE AND APPROVING THE EXTENSION OF THE PAYMENT
DATE FOR THE PROMISSORY NOTE FOR THE PURCHASE OF THE BEALLS PROPERTY
FROM THE CITY OF BURNET.

Board Member Cary Johnson made a motion to approve Resolution No. BEDC R2025-03 as presented. Board Member Habib Erkan, Jr. seconded the motion, and the motion passed unanimously.

CONVENE TO EXECUTIVE SESSION: None.

The Board of Directors of the Burnet Economic Development Corporation shall convene in executive session to: None.

REQUESTS FROM BEDC FOR FUTURE REPORTS: None.

ADJOURN: There being no further business, a motion to adjourn was made by Board President Cary Johnson at 1:06 p.m. and seconded by Board Member Philip Thurman. The motion was unanimous.

ATTEST:

Maria Gonzales, City Secretary

Cary Johnson, President
Burnet Economic Development Corporation



Item Brief

Meeting Date

March 18, 2025

Agenda Item

Discussion and consider action: Related to the potential sale of all or portions of The Crossings at 281 South Commercial Park.

Information

To be presented at the meeting.

Fiscal Impact

Recommendation

To be determined by the Board.



Item Brief

Meeting Date

March 18, 2025

Agenda Item

Discussion and consider action: Related to the potential sale of all or portions of 118 E. Polk Street Properties.

Information

To be presented at the meeting.

Fiscal Impact

Recommendation

To be determined by the Board.



Item Brief

Meeting Date

March 18, 2025

Agenda Item

Discussion and consider action: Related to the potential sale of all or portions of Eastside Commercial Park located on Highway 29 East.

Information

To be presented at the meeting.

Fiscal Impact

Recommendation

To be determined by the Board.



Item Brief

Meeting Date

March 18, 2025

Agenda Item

Discussion and consider action: Unimproved Property Contract with Roaring 7 Development, LLC for the purchase of Lots 7-D-1 and 7-D-2 of Eastside Commercial Park.

Information

To be presented at the meeting.

Fiscal Impact

Recommendation

To be determined by the Board.

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this contract are the Burnet Economic Development Corporation, located in Burnet County, Texas (hereinafter called "Seller"), a Texas non-profit corporation incorporated under the Development Corporation Act and the Texas Non-Profit Corporation Act, and Roaring 7 Development, LLC, formed under the laws of the State of Texas (hereinafter called "Buyer"). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:**

LOT 7-D-1, being approximately 1.82 acres lying within the corporate limits of the City of Burnet, Burnet County Texas and being legally described as **Lot 7-D-1 of the Replat of Lot No. 7-D, Eastside Commercial Park Subdivision** recorded as Document No. 202302848 on April 24, 2023, in the Public Records of Burnet County Texas; and

LOT 7-D-2, being approximately 1.62 acres lying within the corporate limits of the City of Burnet, Burnet County Texas and being legally described as **Lot 7-D-2 of the Replat of Lot No. 7-D, Eastside Commercial Park Subdivision** recorded as Document No. 202302848 on April 24, 2023, in the Public Records of Burnet County Texas; and

Both Lots 7-D-1 and 7-D-2 being depicted on the copy of the recorded plat attached hereto as **Exhibit "A"** together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: claims, permits, strips and gores, easements, and cooperative or association memberships; save and except water rights, which shall be reserved by Seller.
3. **SALES PRICE:** Four Hundred Forty-nine Thousand Dollars and 00/100 Cents (\$449,000.00) (hereinafter the "Purchase Price").
4. **EARNEST MONEY:** Upon execution of contract by all parties, Buyer shall deposit: Five Thousand Dollars and 00/100 Cents (\$5,000.00) as Earnest Money with Attorney's Abstract Title Company, Attn: Lisa Campbell, 117 E. Jackson Street, Burnet TX 78611. If Buyer fails to deposit the Earnest Money within three (3) days of Seller's delivery of this fully executed contract, Seller's offer to sell the Property shall be withdrawn, this Agreement shall not be effective, and the Escrow Agent shall not accept the late deposit of the Earnest Money.
5. **TITLE POLICY; SURVEY AND SELLER'S DELIVERABLES:**
 - A. **TITLE POLICY:** At closing Seller shall, at its sole cost, provide an Owner's Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter.
 - B. **COMMITMENT:** Seller shall, within twenty (20) days of the Effective Date, provide to Buyer a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract.

- C. **SURVEY:** Seller shall, within twenty (20) days of the Effective Date at its sole cost, obtain an on-the-ground, staked plat of survey and a metes-and-bounds description of the Property, prepared by a surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Seller, Buyer, and Title Company, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category required by Title Company.
- D. **OBJECTIONS:** Buyer shall have five (5) days after the later of Buyer's receipt of the Title Commitment or a copy of the Survey ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment, to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.
- E. **TITLE NOTICES:**
- i. **ABSTRACT OR TITLE POLICY:** Buyer is advised to have the Title Policy Commitment reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
 - ii. **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is subject to mandatory membership in a property owners association(s). Reference is made to that certain document entitled "*Declaration of Covenants, Conditions and Restrictions*" recorded as Document No. 202208240 in the Public Records of Burnet County, Texas.
 - iii. **STATUTORY TAX DISTRICTS:** The Property is not situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, as those terms are reference in Texas Water Code Chapter 49.
 - iv. **TIDE WATERS:** The Property does not abut tidally influenced waters of the state, as such term is referenced in Texas Natural Resources Code §33.135.
 - v. **ANNEXATION:** The Property is located within the corporate limits of Burnet, Burnet County, Texas.

- vi. **PROPERTY LOCATED IN A CERTIFIED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The Property's water and sewer service is provided by the City of Burnet and Buyer agrees to inquire with the City regarding any conditions of service.
 - vii. **PUBLIC IMPROVEMENT DISTRICT:** The Property is not in a Public Improvement District, as term is referenced in the Texas Property Code §5.014.
 - viii. **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The property is not located in a Texas Agricultural District.
 - ix. **TRANSFER FEES:** The Property is not subject to a private transfer fee obligation as such term is referenced in Texas Property Code §5.205.
 - x. **PROPANE GAS SYSTEM SERVICE AREA:** The Property is not located in a propane gas system service area owned by a distribution system retailer, as such term is referenced in Texas Utilities Code §141.010.
- F. **SELLER'S DELIVERABLES.** Seller shall, within twenty (20) days of the Effective Date at its sole costs, provide to Buyer all existing environmental and engineering reports in Seller's possession, if any (collectively "Seller's Deliveries"). Buyer acknowledges and agrees that neither Seller nor any of Seller's attorneys, consultants or contractors have made any representation or warranty regarding the truth or accuracy of any of the Seller's Deliveries. Seller has not undertaken any independent investigation as to the truth, completeness, or accuracy thereof, except as expressly provided for in this Contract. The furnishing of the Seller's Deliveries and any other materials, documents, reports, or agreements shall not be interpreted in and of itself as a representation or warranty of any type or kind by Seller or any other party related in any way to any of the foregoing. The Seller's Deliveries may not be relied upon by Purchaser or any other party for any purpose. Buyer is advised and encouraged to conduct its own independent investigation of the matters within the scope of the Seller's Deliveries. Except for Buyer's consultants engaged to evaluate the feasibility of the Property for Buyer's intended purpose, Buyer shall not disclose Seller's deliverables to any third party. Moreover, should this Contract terminate without closing, Buyer shall return Seller's Deliverables to Seller within ten (10) days of such termination.
- G. **DELIVERY DELAY.** Notwithstanding any provision to the contrary, for each day delivery of the Title Commitment or, Survey is delayed beyond the 20th day after the Effective Date, a day shall be added to the Feasibility Period. This remedy shall run concurrently so that for example if there is a one-day delay in delivery of both the Title Commitment and the Survey only one day shall be added to the Feasibility Period.
6. **FEASIBILITY:**
- A. **FEASIBILITY PERIOD:** Buyer's Feasibility Period shall begin on the Effective Date and shall end sixty (60) days after the Effective Date.
 - B. **BUYER'S RIGHT TO TERMINATE DURING THE FEASIBILITY PERIOD:** During the Feasibility Period Buyer may, at its sole discretion, terminate this Contract, for any reason; and, should Buyer timely exercise its right to terminate,

as evidenced by written notification to Seller, then neither Party shall have any further obligation to the other under this Contract. If Buyer terminates this contract before the end of the Feasibility Period, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five (5) days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.

7. **PROPERTY CONDITION:**

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. **NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

i. **Buyer's Indemnity and Release of Seller**

a. **Indemnity.** To the fullest extent authorized by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.

b. **Release.** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer (Grantee) accepts the Property "As Is" as more particularly described in Seller's (Grantor's) disclaimer regarding Representations and Warranties set out in bold capital letters below and which shall be made part of the Deed.

"GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND THE LIMITED EXPRESS WRITTEN REPRESENTATIONS CONTAINED IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY, NEITHER GRANTOR, NOR ANY OF GRANTOR'S EMPLOYEES OFFICERS, MEMBERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND/OR AGENTS (COLLECTIVELY THE "SELLER RELATED PARTIES") HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THE PROPERTY WHETHER ORAL OR

WRITTEN, EXPRESSED OR IMPLIED. MOREOVER, EXCEPT AS SET FORTH IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY AND THIS DEED, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY OTHER USE, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY GRANTOR WITH LAWS RELATED TO LAND USE, ENVIRONMENTAL MATTERS, POLLUTION, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS."

- C. **COMPLETION OF REPAIRS:** As the Property is unimproved, this Paragraph is not applicable.
 - D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by the Texas Bar, or approved by the parties, should be used.
 - E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
 - i. any flooding of the Property which has had a material adverse effect on the use of the Property;
 - ii. any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - iii. any environmental hazards that materially and adversely affect the Property;
 - iv. any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - v. any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - vi. any threatened or endangered species or their habitat affecting the Property.
8. **BROKERS' FEES:** Neither Buyer nor Seller has engaged a Broker in regard to this transaction. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's

fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not.

9. **CLOSING:**

- A. **DATE:** The closing of the sale shall occur at a mutually agreed time and date within ten (10) days after the expiration of the Feasibility Period.
- B. **OBLIGATIONS:** At closing:
 - i. Seller shall execute and deliver a special warranty deed, in substantial conformance with **Exhibit "B"**, conveying title to the Property to Buyer and showing only the Permitted Exceptions, and shall furnish tax statements or certificates showing no delinquent taxes on the Property.
 - ii. Buyer shall deliver for escrow the balance of the Sales Price.
 - iii. Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale.
 - vi. The Property will be conveyed to Buyer free and clear of any liens, assessments, or security interests against the Property, but subject to the Permitted Exceptions listed in the Title Commitment.
 - vii. Seller will, at Seller's sole cost, cause the Title Company to issue an owner's title policy in favor of Buyer in the amount of the Purchase Price, insuring Buyer's good and indefeasible title to the Property, subject only to the Permitted Exceptions.
- C. **COOPERATION:** Each Party agrees to cooperate with the other and take those actions and execute such ancillary documents as may reasonably be necessary to facilitate the Closing. Additionally, Seller agrees, to the extent reasonably necessary and without incurring any costs whatsoever, to cooperate with Buyer's efforts to effectuate this closing as a "like kind" exchange under applicable provisions of the Internal Revenue Code.

10. **POSSESSION:**

- A. **BUYER'S POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing.
- B. **LEASES:**
 - i. After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - ii. As of the effective date the Property is not subject to any lease agreements.

11. **SPECIAL PROVISIONS:**

- A. **PLAT & ZONING REQUIREMENT.** The Property's current zoning classification is Commercial "C-1". The Property shall be delivered by Seller to Buyer at closing as two platted subdivided lots with water and sanitary sewer utilities available at the property line. Buyer shall be responsible for payment of applicable utility impact, tap and connection fees. Buyer shall be responsible to comply with the City of Burnet's storm water detention and water quality regulations.

- B. ACCESS. The Property shall have vehicular access to the public road system via Richard Sanders Parkway.
- C. RESERVATIONS. The Special Warranty Deed shall reserve from conveyance and warranty "water rights" conveyed to the City of Burnet, by that certain Water Deed recorded as Document No. 202304450 in the Public Records of Burnet County, Texas.
- D. APPROVALS. The Execution of this contract on behalf of Seller has been authorized by the Burnet Economic Development Corporation Board of Directors; and by the Seller's Board of Directors.
- E. ASSIGNMENT. The assignment of this Contract by Buyer is prohibited without the expressed approval of Seller's Board of Directors.
- F. LICENSE HOLDER DISCLOSURE. Intentionally left blank.
- G. USE RESTRICTIONS. The Property is subject to use restrictions stated in that certain Declaration of Covenants, Conditions, and Restrictions recorded as Document No. 202403043 in the Public Records of Burnet County on April 1, 2024.

12. **SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:
 - i. Expenses payable by Seller (Seller's Expenses): Release of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half (1/2) of the costs of the escrow officer's fees; premium for Title Policy; Seller's prorated portion of Ad Valorem taxes; Seller's attorney fees and consultant fees; and other expenses payable by Seller under this contract.
 - ii. Expenses payable by Buyer (Buyer's Expenses): Premium for shortage of area endorsement or other endorsements that are not included in the Owner's Policy; one-half (1/2) of the costs of the escrow officer's fees; Buyer's prorated portion of Ad Valorem taxes and special governmental assessments; courier fee; Buyer's attorney fees and consultant fees; and other expenses payable by Buyer under this contract.

13. **PRORATIONS AND ROLLBACK TAXES:**

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the proration when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: Property is not subject to the possible assessment of rollback taxes.

14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date.

If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to fifteen (15) days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may either (a) enforce specific performance or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** Each party shall pay its own legal fees in any legal proceeding.
18. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate, and accept back up offers.
19. **FEDERAL TAX REQUIREMENTS:** This Paragraph is not applicable as Seller is not a "foreign person," as defined by applicable law.
20. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile as follows:
To Seller at:
BURNET ECONOMIC DEVELOPMENT CORPORATION
% City Manager
P.O. Box 1369
Burnet, Texas 78611
Telephone: (512) 715-3208
Facsimile: (512) 756-8560
E-mail: dvaughn@cityofburnet.com

To Buyer at:

Attention:

Telephone:

Facsimile:

21. **AGREEMENT OF PARTIES:** This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Exhibits which are a part of this Contract are:
- A. EXHIBIT "A": Replat of Lot No. 7-D, Eastside Commercial Park Subdivision.
 - C. EXHIBIT "B": Form of Special Warranty deed.
22. **CONSULT AN ATTORNEY BEFORE SIGNING.** Buyer is advised to consult with an attorney of Buyer's choice should Buyer have any questions about this Contract or any matter related to this Contract.

Signature pages to follow:

Initials: BEDC:_____ Developer:_____

EXECUTED the ____ day of _____, **2025**. (EFFECTIVE DATE.)

SELLER
BURNET ECONOMIC DEVELOPMENT
CORPORATION, a Texas development
corporation,

By: _____
Cary Johnson, President

BUYER

By: _____

Initials: BEDC:____ Developer:_____

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of Contract and \$5,000.00 Earnest Money in the form of _____ is acknowledged.

Escrow Agent: Lisa Campbell, Attorney's Abstract Title Company

Date: _____, 2025

By: _____

Attorney's Abstract Title Company
117 E. Jackson Street,
Burnet, TX 78611.

EXHIBIT A

Replat of Lot No. 7-D, Eastside Commercial Park Subdivision

EXHIBIT B
FORM OF SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED**STATE OF TEXAS**

§

§

COUNTY OF BURNET

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: _____, 2025

GRANTOR:

**BURNET ECONOMIC DEVELOPMENT
CORPORATION**

GRANTOR'S MAILING ADDRESS:

**PO BOX 1369
1001 BUCHANAN DRIVE, SUITE 4
BURNET, BURNET COUNTY, TEXAS 78611**

GRANTEE:**GRANTEE'S MAILING ADDRESS:**

CONSIDERATION: Ten dollars cash in hand received and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

LOT 7-D-1, being approximately 1.82 acres lying within the corporate limits of the City of Burnet, Burnet County, Texas, and being legally described as **Lot 7-D-1** of the **Replat of Lot No. 7-D, Eastside Commercial Park Subdivision** recorded as Document No. 202302848 on April 24, 2023, in the Public Records of Burnet County Texas; and

LOT 7-D-2, being approximately 1.62 acres lying within the corporate limits of the City of Burnet, Burnet County, Texas, and being legally described as **Lot 7-D-2** of the **Replat of Lot No. 7-D, Eastside Commercial Park Subdivision** recorded as Document No. 202302848 on April 24, 2023, in the Public Records of Burnet County Texas.

RESERVATION FROM CONVEYANCE AND WARRANTY: All "water rights" conveyed to the City of Burnet, by that certain Water Deed recorded as Document No. 202304450 in the Public Records of Burnet County, Texas.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: Those matters set out in Schedule B of the Title Commitment as more fully described in **Exhibit "A,"** attached hereto and incorporated

herein for all purposes; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, **to have and hold** it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, through, and under it but not otherwise.

GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND, EXCEPT FOR THE WARRANTIES OF TITLE CONTAINED IN THIS DEED AND THE LIMITED EXPRESS WRITTEN REPRESENTATIONS CONTAINED IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY, NEITHER GRANTOR, NOR ANY OF GRANTOR'S EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND/OR AGENTS (COLLECTIVELY THE "SELLER RELATED PARTIES") HAVE MADE OR GIVEN ANY WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, REGARDING ANY MATTER RELATING TO THE PROPERTY WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. MOREOVER, EXCEPT AS SET FORTH IN THE SURVIVING LANGUAGE OF THE CONTRACT FOR SALE OF THE PROPERTY AND THIS DEED, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS REGARDING THE PRESENT OR FUTURE VALUE, PROFITABILITY, PERFORMANCE OR PRODUCTIVITY OF THE PROPERTY, THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY OTHER USE, OR REGARDING THE PAST OR PRESENT COMPLIANCE BY GRANTOR WITH LAWS RELATED TO LAND USE, ENVIRONMENTAL MATTERS, POLLUTION, OR ANY LAWS PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, TRANSPORTING, OR DISPOSING, OR THE PRESENCE OR ABSENCE ON THE PROPERTY OF HAZARDOUS OR TOXIC WASTE OR SUBSTANCES AS SUCH TERMS ARE DEFINED IN FEDERAL, STATE AND LOCAL LAWS.

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

Signature pages to follow.

To be effective as of the date set out above.

GRANTOR

**BURNET ECONOMIC
DEVELOPMENT CORPORATION**

Cary Johnson, President

**STATE OF TEXAS §
COUNTY OF BURNET §**

This instrument was acknowledged before me on the _____ day of _____, 2025, by Cary Johnson, president of the Burnet Economic Development Corporation, on behalf of said corporation.

NOTARY PUBLIC, THE STATE OF TEXAS

Note: At closing a copy of the Title Policy Schedule B exceptions shall be attached to this Deed as **Exhibit "A"**, and incorporated in the Deed as Exceptions from Conveyance and Warranty. This Note shall be removed prior to execution on behalf of Grantor.



Item Brief

Meeting Date

March 18, 2025

Agenda Item

Discussion and consider action: Fiscal Year 2024/25 Financial Report.

Information

To be presented at the meeting.

Fiscal Impact

Recommendation

To be determined by the Board.



Item Brief

Meeting Date

March 18, 2025

Agenda Item

Discussion and consider action: Burnet Community Coalition.

Information

To be presented at the meeting.

Fiscal Impact

Recommendation

To be determined by the Board.