



NOTICE OF MEETING OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION

Notice is hereby given that a **Regular Meeting** will be held by the Burnet Economic Development Corporation (BEDC) on the **19th day of March, 2024** at **3:00 p.m.** in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, 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:

2.1) Approval of the February 20, 2024 Regular Meeting minutes

3. ACTION ITEMS:

3.1) Discuss and consider action: A RESOLUTION OF BOARD OF DIRECTORS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION APPROVING A DECLARATION INSTRUMENT, TO BE RECORDED IN THE PUBLIC RECORDS OF BURNET COUNTY, PLACING ADDITIONAL COVENANTS, CONDITIONS, AND RESTRICTIONS ON THOSE LOTS WITHIN THE EASTSIDE COMMERCIAL SUBDIVISION OWNED BY THE BURNET ECONOMIC DEVELOPMENT CORPORATION.

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

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

3.4) Discuss and consider action: Related to the potential sale of all or portions of 118 E. Polk Street (Old Bealls Building).

3.5) Discuss and consider action: Related to the potential sale of all or portions of 102 E. Polk Street.

3.6) Discuss and consider action: Related to the potential sale of all or portions of 400 N. West Street.

- 3.7) Discuss and consider action: Related to the Coke Street Re-Alignment Project.
- 3.8) Discuss and consider action: Related to the Jackson Street Public Restroom Project.
- 3.9) Discuss and consider action: Wedding Oak Winery Building and Lease Agreement.
- 3.10) Discuss and consider action: Related to the findings of the Burnet Community Coalition.

4. CONVENE TO EXECUTIVE SESSION:

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
- 4.2) 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 Eastside Commercial Park: D. Vaughn
- 4.3) Pursuant to Section 551.072 Texas Government Code to 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 the Crossings at 281 South Commercial Park: D. Vaughn
- 4.4) Pursuant to Section 551.072 Texas Government Code to 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 the potential sale of all or portions of 118 E. Polk Street (Old Bealls Building): D. Vaughn

5. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

- 5.1) Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at 236 South Main Street: D. Vaughn
- 5.2) Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at Eastside Commercial Park: D. Vaughn
- 5.3) Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at the Crossings at 281 South Commercial Park: D. Vaughn

5.4) Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at 118 E. Polk Street (Old Bealls Building): D. Vaughn

6. REQUESTS FROM BEDC FOR FUTURE REPORTS:

7. ADJOURN:

Dated this 12th day, of March, 2024

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 12, 2024, at or before 3 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix

Kelly Dix, 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 faxed to the City Secretary at 512.756.8560.

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 20th day of February, 2024, 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: David Vaughn, Philip Thurman, Cary Johnson, Ricky Langley, Mary Jane Shanes, Brad Zehner, Katy Randall

Guests: Adrienne Feild, Carly Kehoe-Pearson, Habib Erkan Jr., Maria Gonzalez

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

CONSENT AGENDA:

Approval of the January 16, 2024, BEDC Regular Meeting minutes: Board Member Philip Thurman moved to approve the consent agenda as presented. Council Member Mary Jane Shanes seconded. The motion carried unanimously.

ACTION ITEMS:

Discuss and consider action: A RESOLUTION BY THE BOARD OF DIRECTORS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE SALE OF LOT ONE KROEGER SUBDIVISION, AS SHOWN BY PLAT RECORDED AS DOCUMENT NO. 201400549, IN THE PUBLIC RECORDS OF BURNET COUNTY, TEXAS TO THE CITY OF BURNET. H. Erkan Jr.: Katy Randall moved to approve and adopt Resolution BEDC R2024-01 as presented. Board Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: A RESOLUTION OF BOARD OF DIRECTORS OF THE BURNET ECONOMIC DEVELOPMENT CORPORATION APPROVING AN AGREEMENT TO FACILITATE THE VACATING OF THE PREMISES AT 102 E. POLK STREET TERMINATION OF PAROL LEASE, RELEASE OF CLAIM, AND INDEMNITY AGREEMENT: David Vaughn moved to approve and adopt Resolution BEDC R2024-02 as presented. Board Member Mary Jane Shanes seconded. The motion carried unanimously.

Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park: Board Member Ricky Langley moved to approve issuance of an addendum of extension to the Hotel Contract as presented. Board Member Philip Thurman seconded. The motion carried unanimously.

Discuss and consider action: Related to the sale of all or portions of the Eastside Commercial Park located on Highway 29 East: No action taken.

Discuss and consider action: Related to the potential sale of all or portions of 118 E. Polk Street (Old Bealls Building): Board Member David Vaughn informed all present that Party Makers had inquired about the Old Bealls building, but to date have had no more contact. No action taken.

Discuss and consider action: Related to the potential sale of all or portions of 102 E. Polk Street: Board Member David Vaughn informed all present that as soon as the tenant has vacated the property that staff will proceed with soliciting bids for tear down and the tank removal. No action taken.

Discuss and consider action: Related to the potential sale of all or portions of 400 N. West Street: No action taken.

Discuss and consider action: Related to the Coke Street Re-Alignment Project: Board Member David Vaughn informed all present that the Engineer is still working on the plans.

Discuss and consider action: Related to the Jackson Street Public Restroom Project: Board Member David Vaughn informed all present that the Jackson Street Restroom Project is expected to be completed by the end of March. No action taken.

Discuss and consider action: Wedding Oak Winery Building and Lease Agreement: No action taken.

Discuss and consider action: Related to the findings of the Burnet Community Coalition: Maria Gonzalez reported that staff is working on the Jams on Jackson events. No action taken.

Discuss and consider action: A Declaration instrument, to be recorded in the public records of Burnet County, placing additional Covenants, Conditions, and Restrictions on those lots within the Eastside Commercial Subdivision owned by the Burnet Economic Development Corporation: Board Member David Vaughn informed all present that staff was working on an amendment to the Eastside Commercial Park Covenants, Conditions and Restriction that will be presented to the Board for action at the March meeting. No action was taken.

CONVENE TO EXECUTIVE SESSION: The Board of Directors of the Burnet Economic Development Corporation shall convene in executive session to: No action taken.

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:

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 Eastside Commercial Park: D. Vaughn:

Pursuant to Section 551.072 Texas Government Code to 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 the Crossings at 281 South Commercial Park: D. Vaughn:

Pursuant to Section 551.072 Texas Government Code to 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 the potential sale of all or portions of 118 E. Polk Street (Old Bealls Building): D. Vaughn:

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: No action taken.

Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at 236 South Main Street: D. Vaughn: No action taken.

Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at Eastside Commercial Park: D. Vaughn: No action taken.

Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at the Crossings at 281 South Commercial Park: D. Vaughn: No action taken.

Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at 118 S. Polk Street (Old Bealls Building): D. Vaughn: No action taken.

REQUESTS FROM BEDC FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion adjourn was made by Board Member Mary Jane Shanes at 3:47 p.m., seconded by Board Member Katy Randall. The motion carried unanimously.

ATTEST:

Kelly Dix, City Secretary

Cary Johnson, President
Burnet Economic Development Corporation

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (“**Declaration**”), is made to be effective as of _____, 2024 (“**Effective Date**”), by and between BURNET ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation, whose notice address for purposes of this Declaration is P.O. Box 1369, Burnet, Texas, 78611 (“**Burnet**”), and SEA MOUNTAIN VENTURES, LLC, a North Carolina limited liability company, whose notice address for purposes of this Declaration is 1100 E. Morehead Street, Charlotte, North Carolina, 28204 (“**SMV**”).

RECITALS

WHEREAS, Burnet is currently the fee simple owner of those certain tracts or parcels of real property located in Burnet County, Texas, as more particularly described and identified in **Exhibit “A”**, attached hereto and made a part hereof for all intents and purposes (collectively, “**Burnet Tracts**”);

WHEREAS, SMV is currently the fee simple owner of that certain tract or parcel of real property located in Burnet County, Texas, as more particularly described and identified in **Exhibit “B”**, attached hereto and made a part hereof for all intents and purposes (“**SMV Tract**”);

WHEREAS, the Burnet Tracts and/or the SMV Tract at times may be referred to, singularly, as a “**Tract**”, and collectively, as “**Property**”;

WHEREAS, Declarants intend to develop, or cause to be developed, in whole or in part, the Property, and in connection therewith, Declarants desire to create, establish, declare, and grant certain restrictive covenants on the Property for the use, benefit, and burden thereof.

NOW THEREFORE, Declarants hereby declare the Property is and will be held, transferred, sold, conveyed, occupied, and enjoyed by all present and future Owners (as hereinafter defined) and Permittees (as hereinafter defined) of any portion of the Property, subject to the terms and provisions of this Declaration.

ARTICLE I DEFINITIONS

Section 1. **Definitions.** The following words or phrases, when used in this Declaration, unless the context indicates or prohibits otherwise, have the following meanings:

a. “**Burnet Tracts**” means those certain tracts or parcels of real property located in Burnet County, Texas owned in fee simple by the Burnet Tracts Owner(s), and more particularly described and identified in **Exhibit “A”** of this Declaration.

b. “**Burnet Tracts Owner**” means Burnet and/or any affiliates, successors, and/or assigns of Burnet who is an Owner of all or a portion of the Burnet Tracts.

c. “**Declarants**” means, collectively, Burnet and SMV, and their respective legal representatives, successors, and assigns.

d. “**Occupant**” or “**Occupants**” means, with respect to a particular Tract, any person or entity which is, from time to time, entitled to use and occupy any portion of that Tract under any lease, sublease, concession, and/or other similar agreement.

e. “**Owner**” means every record Owner of a fee simple interest in a Tract and that Owner’s Permittees (as hereinafter defined); provided, however, the term “Owner” does not include any person or entity who holds only a lien or security interest or assignment of rents in any such Tract, or any subdivided part thereof, as security for the performance of any obligation specifically including, but not limited to, any mortgagee or trustee or beneficiary under a mortgage or deed of trust unless and until such mortgagee or beneficiary acquires record legal title through foreclosure or any proceeding in lieu thereof.

f. “**Permittee**” or “**Permittees**” means, with respect to a particular Tract, the Occupant or Occupants of that Tract and their respective officers, directors, employees, invitees, licensees, contractors, sub-contractors, customers, vendors, suppliers, and/or visitors.

g. “**Property**” means, collectively, the Burnet Tracts and the SMV Tract, including all improvements thereon.

h. “**SMV Tract**” means that certain tract or parcel of real property located in Burnet County, Texas owned in fee simple by the SMV Tract Owner, and more particularly described and identified in **Exhibit “B”** of this Declaration.

i. “**SMV Tract Owner**” means SMV and/or any affiliates, successors, and/or assigns of SMV who is an Owner of all or a portion of the SMV Tract.

j. “**Tract**” or “**Tracts**” means, singularly or collectively as the context indicates, the Burnet Tracts and/or the SMV Tract.

ARTICLE II **RESTRICTIONS**

Section 2.1. Restrictions Encumbering Property. No portion of the Property will be used for the following uses: (a) any sexually oriented business as defined in Texas Government Code Section 243.002; (b) any so-called “head shop” selling or displaying drug paraphernalia; (c) any pool hall, amusement park, flea market, auction facility, carnival, or off-tract betting operations; (d) a message parlor, tavern, lounge, or nightclub; (e) any warehousing not related to retail operations; (f) any industrial processing or rendering; (g) any manufacturing, distilling (excluding alcohol distilling), refining, smelting, industrial, agricultural, drilling, or mining operations; (h) any trailer court, mobile home park, rental or storage of new or used automobiles; stock yard (other than pet shops and veterinarians provided they otherwise do not violate other provisions herein); (i) any dumping, disposal, incineration, or reduction of garbage or refuse other than handing or

reducing such waste if produced on the premises from authorized uses and if handled in a smokeless and sanitary manner and with ambient noise levels; (j) vape or tobacco shops; or (k) any commercial laundry, on-site dry cleaning plant (except for drop-off/pickup locations).

Section 2.2. Restrictions Encumbering Burnet Tracts. Declarants do hereby declare the Burnet Tracts will be held, assigned, transferred, sold, conveyed, occupied, and enjoyed by all future owners and occupants thereof, subject to the terms and provisions of this Section 2.2. Therefore, for as long as Tractor Supply Company, or Tractor Supply Company’s affiliates, successors or assigns (collectively, “**Tractor Supply**”), occupies any portion of the SMV Tract, no portion of the Burnet Tracts will be sold, leased, rented, occupied or allowed to be occupied, or otherwise transferred or conveyed, for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock feeding systems; and, (e) animal and pet feed and health/maintenance products for pets or livestock (including, but not limited to, dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock). Further, no portion of the Burnet Tracts will be sold, leased, rented, occupied or allowed to be occupied, or otherwise transferred or conveyed to any farm and ranch supply retailer such as Rural King, Murdoch’s, Bomgaars, Big R, Atwood’s, and Gebo’s, or any pet supply retailer such as Petsmart, Petco, Hollywood Feed, and Pet Supplies Plus, or any hardware retailer such as Ace Hardware, True Value, Northern Tool, and Harbor Freight.

Section 2.3. Tractor Supply’s Permitted Use. Declarants do hereby declare, notwithstanding any terms or provisions contained in this Declaration to the contrary, Tractor Supply is permitted to use the SMV Tract for any lawful purpose, including, without limitation, the operation of a fulfillment center, locker system, lock box or similar storage system for selling, receiving, storing, retrieving, and distributing merchandise for online, catalog, digitally-generated, “buy-online-pick-up-in-store”, “click and collect”, intra-store and other sales; a pet veterinary clinic; sale and outside storage of Tractor Supply products and/or equipment; sale and outside storage of motor vehicles consistent with Tractor Supply’s sales including, but not limited to, UTVs, tractors, trailers, and lawnmowers; and, the use of loudspeakers in the Tractor Supply parking lot located on the SMV Tract.

ARTICLE III
Intentionally deleted.

ARTICLE IV
GENERAL PROVISIONS

Section 4.1. Default. On a failure by any Owner to perform, fulfill, and/or observe any agreement herein to be performed, fulfilled, and/or observed by that Owner (“**Defaulting Party**”), and continuing for thirty (30) days after written notice thereof to the Defaulting Party from any other Owner (“**Non-Defaulting Party**”) (but if the cure is of such a nature which it cannot reasonably be cured within thirty (30) days, then the Defaulting Party will not be in default so long as the Defaulting Party promptly commences the cure, thereafter diligently pursues the cure, and subsequently cures the default within a reasonable period of time, not to exceed ninety (90) days

after written notice thereof), the Non-Defaulting Party will be entitled to: (a) take reasonable actions to cure the default; and, (b) recover from the Defaulting Party the reasonable actual out-of-pocket costs and expenses incurred in curing the default (“**Cure Reimbursement**”). It is not a waiver of or consent to default if the Non-Defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Declaration will not preclude pursuit of other remedies available at law or in equity.

Section 4.2. Equitable Rules of Enforcement. This Declaration may be enforced by any Non-Defaulting Party by restraining orders and injunctions (either temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by an Owner, provided, however, the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Section 4.3. Estoppel Certificates. Recognizing that any Owner may find it necessary from time to time to establish to potential purchasers, lenders, and/or the like, of the current status of performance under this Declaration, each Owner, upon the reasonable written request of any other Owner, must deliver with reasonable promptness a written statement regarding the status of any default or other performance relating to this Declaration, or, to the extent accurate, stating there are no existing defaults.

Section 4.4. Duration and Binding Effect. The covenants, conditions, and/or restrictions created by this Declaration run with the land; are binding upon and inure to the benefit of Declarants their respective affiliates, successors; and are intended to be perpetual. Notwithstanding the forgoing should perpetual effect be found by a court of competent jurisdiction to violate any rule against perpetuity, the term of fifty years is substituted for the term “perpetual” found in the sentence above. The terms, provisions, covenants, conditions, and/or restrictions contained in this Declaration apply and inure to the benefit of and are binding upon the Owners and the Owners’ respective heirs, legal representatives, successors, and permitted assigns, save and except: (i) the restrictive covenants set forth in Section 2.2 shall be binding upon and inure to the benefit of Declarants and the future Owners of any portion of the Property and their respective affiliates, successors, and assigns only for as long as Tractor Supply occupies any portion of the SMV Tract.

Section 4.5. Notices. Any notice or designation to be given hereunder must be in writing and must be given by placing the notice or designation in the United States mail, certified or registered, properly addressed and stamped, or by delivery by a delivery service which provides proof of delivery, and any such notice or designation will be deemed to have been received the earlier of actual receipt or three (3) business days after being mailed, when mailed as provided above, or on actual receipt if given in any other manner allowed hereunder. Any party to this Declaration may change such party’s address for notice hereunder to any other location by the giving of thirty (30) days’ written notice to the other parties in the manner set forth herein. In addition, upon either (a) the assignment by an Owner of such Owner’s interests hereunder to such Owner’s Occupants and/or Permittees of such Owner’s Tract (for the duration of the assignment)

or (b) the transfer of fee ownership of all or any part of the Property (collectively, “**Transfer**”), the party or entity to whom the Transfer is made (“**Transferee**”) must send written notice of the Transfer to each of the parties, and the Transferring Owner will be released from all further liability under this Declaration with respect to the Transferred Property from and after the date on which the Transfer occurs (but in the case of an assignment in (a), above, such Owner will become liable again immediately upon the expiration or earlier termination of the assignment in connection with which the Transfer was made).

Section 4.6. Matters of Record. The covenants, conditions, and restrictions created by this Declaration are subject to all existing covenants, conditions, restrictions, agreements, easements, and/or encumbrances of record and any facts which an accurate survey would show.

Section 4.7. Recordation of Instrument. This Declaration must be acknowledged and recorded in the official public records of Burnet County, Texas.

Section 4.8. Governing Law. This Declaration is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of the State of Texas govern the validity, construction, enforcement, and/or interpretation hereof, unless otherwise specified herein. This Declaration is performable, and exclusive venue for any action brought with respect hereto lies, in Burnet County, Texas.

Section 4.9. No Partnership. Nothing in this Declaration will be construed to make any Owner a partner or joint venturer of any other Owner or render any Owner liable for the debts or obligations of any other Owner.

Section 4.10. Amendment or Termination. This Declaration must be amended or terminated by, and only by, an instrument in writing executed by all of the Owners, and no consent or approval to such amendment or termination will be required from any Occupants or Permittees.

Section 4.11. Disclaimer of Derivative Rights. No consent to the modification, from time to time, or termination of the provisions of this Declaration will ever be required of any Occupants or Permittees as to any portion of the Property.

Section 4.12. Severability. If any provision of this Declaration is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision will be cancelled and severed and all of the remaining provisions of this Declaration not cancelled or severed will continue in full force and effect.

Section 4.13. Attorney’s Fees. If it is necessary for a party to bring suit to enforce any provision hereof, then the substantially prevailing party will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such suit, all costs and expenses of such suit and reasonable attorneys’ fees as set by the court.

Section 4.14. Headings; Grammar. The section or paragraph headings in this Declaration are for convenience only, in no way define or limit the scope or content of this Declaration, and will not be considered in any construction or interpretation of this Declaration, or any part hereof.

Within this Declaration, when required by the context, each number (singular and plural) includes all other numbers, each gender includes all other genders, and use of the neuter includes the feminine or the masculine, as appropriate.

Section 4.15. Assignment by Owner to Occupants or Permittees. Notwithstanding any term or provision contained in this Declaration to the contrary, each Owner has the right to assign to any Occupants or Permittees of a particular Tract or portion of the Property which is owned by such Owner, the rights and obligations under this Declaration with respect to that particular Tract or portion of the Property during the term of the applicable assignment, and on the date on which any such assignment expires or is earlier terminated (“**Assignment Termination Date**”), the assignment and assumption of such rights and obligations immediately terminates and the Owner who made such assignment (or the successor fee owner of the relevant Tract or portion of the Property who has assumed the original Owner’s obligations under the relevant assignment) thereafter will be considered to be the Owner, and the Occupants or Permittees to whom the rights and obligations of the Owner have been assigned will be released from any further obligations as Owner from and after the Assignment Termination Date.

Section 4.16. Non-Merger. Notwithstanding the fact that Declarants may be the current owners of all portions of the Property, the doctrine of merger does not apply to this Declaration, it being the intent this Declaration is for the benefit of Declarants, as the current owners of all portions of the Property, as well as for the benefit of any and all future Owners of any portion of the Property at such time as any portion of the Property is conveyed to third parties.

Section 4.17. Subordination of Declaration. This Declaration is subordinate in all respects to any mortgage, deed of trust or other lien covering any portion of the Property, and to any renewals and/or extensions thereof.

Section 4.18. Further Assurances. The parties hereby mutually agree to cooperate and act in good faith in connection with this Declaration and to execute any and all additional instruments as may be reasonably required to effectuate the terms, provisions, and/or intent hereof.

*REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE AND EXHIBIT PAGES TO FOLLOW*

IN WITNESS WHEREOF, Declarants have executed this Declaration of Covenants, Conditions, and Restrictions as of the day, month, and year set forth in their respective acknowledgments below, to be effective for all purposes, however, as of the Effective Date.

BURNET:

BURNET ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This Declaration of Covenants, Conditions, and Restrictions was acknowledged before me by _____, _____ of Burnet Economic Development Corporation, a Texas non-profit corporation, on behalf of same and as the act and deed of said entity, on _____, 2024.

Notary Public, State of Texas
My Commission Expires: _____

SMV:

SEA MOUNTAIN VENTURES, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA §
 §
COUNTY OF _____ §

This Declaration of Covenants, Conditions, and Restrictions was acknowledged before me by _____, _____ of Sea Mountain Ventures, LLC, a North Carolina limited liability company, on behalf of same and as the act and deed of said entity, on _____, 2024.

Notary Public, State of North Carolina
My Commission Expires: _____

AFTER RECORDING RETURN TO:

David L. Smitherman
Porter Law Firm
2221 South Voss Road
Houston, Texas 77057

EXHIBIT "A"
Legal Descriptions of the Burnet Tracts

Tract 1

Lot 7-D-1, a replat of Lot No. 7-D East Side Commercial Park, a subdivision in the City of Burnet, Burnet County, Texas, according to the plat of record in Document No. 202303848, Official Public Records of Burnet County, Texas.

Tract 2

Lot 7-D-2, a replat of Lot No. 7-D East Side Commercial Park, a subdivision in the City of Burnet, Burnet County, Texas, according to the plat of record in Document No. 202303848, Official Public Records of Burnet County, Texas.

Tract 3

Lot 7-F-2, a replat of Lot No. 7-F of the replat of Lot 7-C of East Side Commercial Park, a subdivision in the City of Burnet, Burnet County, Texas, according to the plat of record in Document No. 202311783, Official Public Records of Burnet County, Texas.

DRAFT

EXHIBIT "B"
Legal Description of the SMV Tract

Lot 7-F-1, of the replat of Lot 7-F, of the replat of Lot 7-C, of East Side Commercial Park, a subdivision in the City of Burnet, Burnet County, Texas, according to the plat of record in Document No. 202311783, Official Public Records, Burnet County, Texas.

DRAFT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (“**Declaration**”), is made to be effective as of March 19, 2024 (“**Effective Date**”), by and between BURNET ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation, whose notice address for purposes of this Declaration is P.O. Box 1369, Burnet, Texas, 78611 (“**Burnet**”), and SEA MOUNTAIN VENTURES, LLC, a North Carolina limited liability company, whose notice address for purposes of this Declaration is 1100 E. Morehead Street, Charlotte, North Carolina, 28204 (“**SMV**”).

RECITALS

WHEREAS, Burnet is currently the fee simple owner of those certain tracts or parcels of real property located in Burnet County, Texas, as more particularly described and identified in **Exhibit “A”**, attached hereto and made a part hereof for all intents and purposes (collectively, “**Burnet Tracts**”);

WHEREAS, SMV is currently the fee simple owner of that certain tract or parcel of real property located in Burnet County, Texas, as more particularly described and identified in **Exhibit “B”**, attached hereto and made a part hereof for all intents and purposes (“**SMV Tract**”);

WHEREAS, the Burnet Tracts and/or the SMV Tract at times may be referred to, singularly, as a “**Tract**”, and collectively, as “**Property**”;

WHEREAS, Declarants intend to develop, or cause to be developed, in whole or in part, the Property, and in connection therewith, Declarants desire to create, establish, declare, and grant certain restrictive covenants on the Property for the use, benefit, and burden thereof.

NOW THEREFORE, Declarants hereby declare the Property is and will be held, transferred, sold, conveyed, occupied, and enjoyed by all present and future Owners (as hereinafter defined) and Permittees (as hereinafter defined) of any portion of the Property, subject to the terms and provisions of this Declaration.

ARTICLE I DEFINITIONS

Section 1. **Definitions.** The following words or phrases, when used in this Declaration, unless the context indicates or prohibits otherwise, have the following meanings:

a. “**Burnet Tracts**” means those certain tracts or parcels of real property located in Burnet County, Texas owned in fee simple by the Burnet Tracts Owner(s), and more particularly described and identified in **Exhibit “A”** of this Declaration.

b. “**Burnet Tracts Owner**” means Burnet and/or any affiliates, successors, and/or assigns of Burnet who is an Owner of all or a portion of the Burnet Tracts.

c. “**Declarants**” means, collectively, Burnet and SMV, and their respective legal representatives, successors, and assigns.

d. “**Occupant**” or “**Occupants**” means, with respect to a particular Tract, any person or entity which is, from time to time, entitled to use and occupy any portion of that Tract under any lease, sublease, concession, and/or other similar agreement.

e. “**Owner**” means every record Owner of a fee simple interest in a Tract and that Owner’s Permittees (as hereinafter defined); provided, however, the term “Owner” does not include any person or entity who holds only a lien or security interest or assignment of rents in any such Tract, or any subdivided part thereof, as security for the performance of any obligation specifically including, but not limited to, any mortgagee or trustee or beneficiary under a mortgage or deed of trust unless and until such mortgagee or beneficiary acquires record legal title through foreclosure or any proceeding in lieu thereof.

f. “**Permittee**” or “**Permittees**” means, with respect to a particular Tract, the Occupant or Occupants of that Tract and their respective officers, directors, employees, invitees, licensees, contractors, sub-contractors, customers, vendors, suppliers, and/or visitors.

g. “**Property**” means, collectively, the Burnet Tracts and the SMV Tract, including all improvements thereon.

h. “**SMV Tract**” means that certain tract or parcel of real property located in Burnet County, Texas owned in fee simple by the SMV Tract Owner, and more particularly described and identified in **Exhibit “B”** of this Declaration.

i. “**SMV Tract Owner**” means SMV and/or any affiliates, successors, and/or assigns of SMV who is an Owner of all or a portion of the SMV Tract.

j. “**Tract**” or “**Tracts**” means, singularly or collectively as the context indicates, the Burnet Tracts and/or the SMV Tract.

ARTICLE II **RESTRICTIONS**

Section 2.1. Restrictions Encumbering Property. No portion of the Property will be used for the following uses: (a) any sexually oriented business as defined in Texas Government Code Section 243.002; (b) any so-called “head shop” selling or displaying drug paraphernalia; (c) any pool hall, amusement park, flea market, auction facility, carnival, or off-tract betting operations; (d) a message parlor, tavern, lounge, or nightclub; (e) any warehousing not related to retail operations; (f) any industrial processing or rendering; (g) any manufacturing, distilling (excluding alcohol distilling), refining, smelting, industrial, agricultural, drilling, or mining operations; (h) any trailer court, mobile home park, rental or storage of new or used automobiles; stock yard (other than pet shops and veterinarians provided they otherwise do not violate other provisions herein); (i) any dumping, disposal, incineration, or reduction of garbage or refuse other than handing or

reducing such waste if produced on the premises from authorized uses and if handled in a smokeless and sanitary manner and with ambient noise levels; (j) vape or tobacco shops; or (k) any commercial laundry, on-site dry cleaning plant (except for drop-off/pickup locations).

Section 2.2. Restrictions Encumbering Burnet Tracts. Declarants do hereby declare the Burnet Tracts will be held, assigned, transferred, sold, conveyed, occupied, and enjoyed by all future owners and occupants thereof, subject to the terms and provisions of this Section 2.2. Therefore, for as long as Tractor Supply Company, or Tractor Supply Company’s affiliates, successors or assigns (collectively, “**Tractor Supply**”), occupies any portion of the SMV Tract, no portion of the Burnet Tracts will be sold, leased, rented, occupied or allowed to be occupied, or otherwise transferred or conveyed, for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock feeding systems; and, (e) animal and pet feed and health/maintenance products for pets or livestock (including, but not limited to, dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock). Further, no portion of the Burnet Tracts will be sold, leased, rented, occupied or allowed to be occupied, or otherwise transferred or conveyed to any farm and ranch supply retailer such as Rural King, Murdoch’s, Bomgaars, Big R, Atwood’s, and Gebo’s, or any pet supply retailer such as Petsmart, Petco, Hollywood Feed, and Pet Supplies Plus, or any hardware retailer such as Ace Hardware, True Value, Northern Tool, and Harbor Freight.

Section 2.3. Tractor Supply’s Permitted Use. Declarants do hereby declare, notwithstanding any terms or provisions contained in this Declaration to the contrary, Tractor Supply is permitted to use the SMV Tract for any lawful purpose, including, without limitation, the operation of a fulfillment center, locker system, lock box or similar storage system for selling, receiving, storing, retrieving, and distributing merchandise for online, catalog, digitally-generated, “buy-online-pick-up-in-store”, “click and collect”, intra-store and other sales; a pet veterinary clinic; sale and outside storage of Tractor Supply products and/or equipment; sale and outside storage of motor vehicles consistent with Tractor Supply’s sales including, but not limited to, UTVs, tractors, trailers, and lawnmowers; and, the use of loudspeakers in the Tractor Supply parking lot located on the SMV Tract.

ARTICLE III
Intentionally deleted.

ARTICLE IV
GENERAL PROVISIONS

Section 4.1. Default. On a failure by any Owner to perform, fulfill, and/or observe any agreement herein to be performed, fulfilled, and/or observed by that Owner (“**Defaulting Party**”), and continuing for thirty (30) days after written notice thereof to the Defaulting Party from any other Owner (“**Non-Defaulting Party**”) (but if the cure is of such a nature which it cannot reasonably be cured within thirty (30) days, then the Defaulting Party will not be in default so long as the Defaulting Party promptly commences the cure, thereafter diligently pursues the cure, and subsequently cures the default within a reasonable period of time, not to exceed ninety (90) days

after written notice thereof), the Non-Defaulting Party will be entitled to: (a) take reasonable actions to cure the default; and, (b) recover from the Defaulting Party the reasonable actual out-of-pocket costs and expenses incurred in curing the default (“**Cure Reimbursement**”). It is not a waiver of or consent to default if the Non-Defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Declaration will not preclude pursuit of other remedies available at law or in equity.

Section 4.2. Equitable Rules of Enforcement. This Declaration may be enforced by any Non-Defaulting Party by restraining orders and injunctions (either temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by an Owner, provided, however, the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Section 4.3. Estoppel Certificates. Recognizing that any Owner may find it necessary from time to time to establish to potential purchasers, lenders, and/or the like, of the current status of performance under this Declaration, each Owner, upon the reasonable written request of any other Owner, must deliver with reasonable promptness a written statement regarding the status of any default or other performance relating to this Declaration, or, to the extent accurate, stating there are no existing defaults.

Section 4.4. Duration and Binding Effect. The covenants, conditions, and/or restrictions created by this Declaration run with the land; are binding upon and inure to the benefit of Declarants their respective affiliates, successors; and are intended to be perpetual. Notwithstanding the forgoing should perpetual effect be found by a court of competent jurisdiction to violate any rule against perpetuity, the term of fifty years is substituted for the term “perpetual” found in the sentence above. The terms, provisions, covenants, conditions, and/or restrictions contained in this Declaration apply and inure to the benefit of and are binding upon the Owners and the Owners’ respective heirs, legal representatives, successors, and permitted assigns, save and except: (i) the restrictive covenants set forth in Section 2.2 shall be binding upon and inure to the benefit of Declarants and the future Owners of any portion of the Property and their respective affiliates, successors, and assigns only for as long as Tractor Supply occupies any portion of the SMV Tract; and (ii) the upon the sale or transfer of Burnet Tract 1, 2, or 3, Burnet shall be released from the covenants, conditions, and/or restrictions restrictive covenants set forth in Sections 2.1 and 2.2 as to the Tract sold or conveyed.

Section 4.5. Notices. Any notice or designation to be given hereunder must be in writing and must be given by placing the notice or designation in the United States mail, certified or registered, properly addressed and stamped, or by delivery by a delivery service which provides proof of delivery, and any such notice or designation will be deemed to have been received the earlier of actual receipt or three (3) business days after being mailed, when mailed as provided above, or on actual receipt if given in any other manner allowed hereunder. Any party to this Declaration may change such party’s address for notice hereunder to any other location by the giving of thirty (30) days’ written notice to the other parties in the manner set forth herein. In

addition, upon either (a) the assignment by an Owner of such Owner's interests hereunder to such Owner's Occupants and/or Permittees of such Owner's Tract (for the duration of the assignment) or (b) the transfer of fee ownership of all or any part of the Property (collectively, "**Transfer**"), the party or entity to whom the Transfer is made ("**Transferee**") must send written notice of the Transfer to each of the parties, and the Transferring Owner will be released from all further liability under this Declaration with respect to the Transferred Property from and after the date on which the Transfer occurs (but in the case of an assignment in (a), above, such Owner will become liable again immediately upon the expiration or earlier termination of the assignment in connection with which the Transfer was made).

Section 4.6. Matters of Record. The covenants, conditions, and restrictions created by this Declaration are subject to all existing covenants, conditions, restrictions, agreements, easements, and/or encumbrances of record and any facts which an accurate survey would show.

Section 4.7. Recordation of Instrument. This Declaration must be acknowledged and recorded in the official public records of Burnet County, Texas.

Section 4.8. Governing Law. This Declaration is being executed and delivered, and is intended to be performed, in the State of Texas, and the laws of the State of Texas govern the validity, construction, enforcement, and/or interpretation hereof, unless otherwise specified herein. This Declaration is performable, and exclusive venue for any action brought with respect hereto lies, in Burnet County, Texas.

Section 4.9. No Partnership. Nothing in this Declaration will be construed to make any Owner a partner or joint venturer of any other Owner or render any Owner liable for the debts or obligations of any other Owner.

Section 4.10. Amendment or Termination. This Declaration must be amended or terminated by, and only by, an instrument in writing executed by all of the Owners, and no consent or approval to such amendment or termination will be required from any Occupants or Permittees.

Section 4.11. Disclaimer of Derivative Rights. No consent to the modification, from time to time, or termination of the provisions of this Declaration will ever be required of any Occupants or Permittees as to any portion of the Property.

Section 4.12. Severability. If any provision of this Declaration is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision will be cancelled and severed and all of the remaining provisions of this Declaration not cancelled or severed will continue in full force and effect.

Section 4.13. Attorney's Fees. If it is necessary for a party to bring suit to enforce any provision hereof, then the substantially prevailing party will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such suit, all costs and expenses of such suit and reasonable attorneys' fees as set by the court.

Section 4.14. Headings; Grammar. The section or paragraph headings in this Declaration are for convenience only, in no way define or limit the scope or content of this Declaration, and will not be considered in any construction or interpretation of this Declaration, or any part hereof. Within this Declaration, when required by the context, each number (singular and plural) includes all other numbers, each gender includes all other genders, and use of the neuter includes the feminine or the masculine, as appropriate.

Section 4.15. Assignment by Owner to Occupants or Permittees. Notwithstanding any term or provision contained in this Declaration to the contrary, each Owner has the right to assign to any Occupants or Permittees of a particular Tract or portion of the Property which is owned by such Owner, the rights and obligations under this Declaration with respect to that particular Tract or portion of the Property during the term of the applicable assignment, and on the date on which any such assignment expires or is earlier terminated (“**Assignment Termination Date**”), the assignment and assumption of such rights and obligations immediately terminates and the Owner who made such assignment (or the successor fee owner of the relevant Tract or portion of the Property who has assumed the original Owner’s obligations under the relevant assignment) thereafter will be considered to be the Owner, and the Occupants or Permittees to whom the rights and obligations of the Owner have been assigned will be released from any further obligations as Owner from and after the Assignment Termination Date.

Section 4.16. Non-Merger. Notwithstanding the fact that Declarants may be the current owners of all portions of the Property, the doctrine of merger does not apply to this Declaration, it being the intent this Declaration is for the benefit of Declarants, as the current owners of all portions of the Property, as well as for the benefit of any and all future Owners of any portion of the Property at such time as any portion of the Property is conveyed to third parties.

Section 4.17. Subordination of Declaration. This Declaration is subordinate in all respects to any mortgage, deed of trust or other lien covering any portion of the Property, and to any renewals and/or extensions thereof.

Section 4.18. Further Assurances. The parties hereby mutually agree to cooperate and act in good faith in connection with this Declaration and to execute any and all additional instruments as may be reasonably required to effectuate the terms, provisions, and/or intent hereof.

*REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE AND EXHIBIT PAGES TO FOLLOW*

IN WITNESS WHEREOF, Declarants have executed this Declaration of Covenants, Conditions, and Restrictions as of the day, month, and year set forth in their respective acknowledgments below, to be effective for all purposes, however, as of the Effective Date.

BURNET:

BURNET ECONOMIC DEVELOPMENT CORPORATION,
 a Texas non-profit corporation

By: _____

Name: Cary Johnson

Title: BEDC Board Chairman

STATE OF TEXAS §
 §
 COUNTY OF BURNET §

This Declaration of Covenants, Conditions, and Restrictions was acknowledged before me by Cary Johnson, Board Chairman of Burnet Economic Development Corporation, a Texas non-profit corporation, on behalf of same and as the act and deed of said entity, on March 19, 2024.

 Notary Public, State of Texas
 My Commission Expires: _____

SMV:

SEA MOUNTAIN VENTURES, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA §
 §
COUNTY OF _____ §

This Declaration of Covenants, Conditions, and Restrictions was acknowledged before me by _____, _____ of Sea Mountain Ventures, LLC, a North Carolina limited liability company, on behalf of same and as the act and deed of said entity, on _____, 2024.

Notary Public, State of North Carolina
My Commission Expires: _____

AFTER RECORDING RETURN TO:

David L. Smitherman
Porter Law Firm
2221 South Voss Road
Houston, Texas 77057

EXHIBIT "A"
Legal Descriptions of the Burnet Tracts

Tract 1

Lot 7-D-1, a replat of Lot No. 7-D East Side Commercial Park, a subdivision in the City of Burnet, Burnet County, Texas, according to the plat of record in Document No. 202303848, Official Public Records of Burnet County, Texas.

Tract 2

Lot 7-D-2, a replat of Lot No. 7-D East Side Commercial Park, a subdivision in the City of Burnet, Burnet County, Texas, according to the plat of record in Document No. 202303848, Official Public Records of Burnet County, Texas.

Tract 3

Lot 7-F-2, a replat of Lot No. 7-F of the replat of Lot 7-C of East Side Commercial Park, a subdivision in the City of Burnet, Burnet County, Texas, according to the plat of record in Document No. 202311783, Official Public Records of Burnet County, Texas.

EXHIBIT “B”
Legal Description of the SMV Tract

Lot 7-F-1, of the replat of Lot 7-F, of the replat of Lot 7-C, of East Side Commercial Park, a subdivision in the City of Burnet, Burnet County, Texas, according to the plat of record in Document No. 202311783, Official Public Records, Burnet County, Texas.



ITEM 3.2

Agenda Item Brief

Meeting Date:	March 19, 2024
Agenda Item:	Discuss and consider action: Related to the potential sale of all or portions of the Crossings at 281 South Commercial Park.
Background:	To be presented at the meeting.
Information:	
Fiscal Impact:	
Recommendation:	To be determined by the board.



ITEM 3.3

Agenda Item Brief

Meeting Date: March 19, 2024

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

Background: To be presented at the meeting.

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 3.4

Agenda Item Brief

Meeting Date:	March 19, 2024
Agenda Item:	Discuss and consider action: Related to the potential sale of all or portions of 118 E. Polk Street (Old Bealls Building).
Background:	
Information:	To be presented at the meeting.
Fiscal Impact:	
Recommendation:	To be determined by the Board.



ITEM 3.5

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Discuss and consider action: Related to the potential sale of all or portions of 102 E. Polk Street and 400 N. West Street (know as the Kroger Properties).

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 3.6

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Discuss and consider action: Related to the potential sale of all or portions of and 400 N. West Street.

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 3.7

Agenda Item Brief

Meeting Date:	March 19, 2024
Agenda Item:	Discuss and consider action: Related to the Coke Street Re-Alignment Project.
Background:	To be presented at the meeting.
Information:	
Fiscal Impact:	
Recommendation:	To be determined by the board.



ITEM 3.8

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Discuss and consider action: Related to the Jackson Street Public Restroom Project.

Background: To be presented at the meeting.

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 3.9

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Discuss and consider action: Wedding Oak Winery Building and Lease Agreement.

Background: To be presented at the meeting.

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 3.10

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Discuss and consider action: Related to the findings of the Burnet Community Coalition.

Background: To be presented at the meeting.

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 4.1

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Executive Session: 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

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 4.2

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Executive Session: 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 Eastside Commercial Park: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 4.3

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Executive Session: Pursuant to Section 551.072 Texas Government Code to 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 the Crossings at 281 South Commercial Park: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 4.4

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Executive Session: Pursuant to Section 551.072 Texas Government Code to 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 the potential sale of all or portions of 118 E. Polk Street (Old Bealls Building): D. Vaughn.

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 5.1

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at 236 South Main Street: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 5.2

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at Eastside Commercial Park: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 5.3

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at the Crossings at 281 South Commercial Park: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.



ITEM 5.4

Agenda Item Brief

Meeting Date: March 19, 2024

Agenda Item: Discuss and consider action: Regarding deliberations of the purchase, exchange, lease, or value of real property located at 118 E. Polk Street (Old Bealls Building): D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by the board.