

## COUNTY ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement (this "Agreement") is entered into this 20th day of December, 2016 (the "Effective Date"), by and among Williamson County, Texas, a Texas political subdivision, (the "County"), and KR Acquisitions, LLC, a Delaware limited liability Developer (the "Developer"). The County and the Developer are, collectively, the "Parties" to this Agreement.

### RECITALS

**WHEREAS**, the Developer is considering the construction of a master-planned mixed use project on approximately 351.7 acres of land, as described and shown on Exhibit A (the "Property") anchored by a Kalahari Resort and Convention Center, including a hotel with a minimum of 975 guest rooms, a convention and exhibition center, and an indoor water park, all as further described herein (the "Project"); and

**WHEREAS**, the Project may also include entertainment, recreation, and other uses of the Property permitted by the zoning at the time of development; and

**WHEREAS**, the County has previously adopted Economic Program Guidelines authorizing the Court to enter into this Agreement in recognition of the positive economic benefits to the County through development of the Project on the Property; and

**WHEREAS**, the purpose of this Agreement is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code whereby the Developer intends to operate the Project in conformance with the terms and conditions stated herein, and;

**WHEREAS**, the Developer intends to invest or cause to be invested a minimum of \$350,000,000 in the Property, as further described herein; and

**WHEREAS**, the Developer intends to employ at least 700 full time equivalent employees in the Project starting no later than 12 months after the Project is opened; and

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

**NOW, THEREFORE**, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Developer agree as follows:

**ARTICLE I**  
**AUTHORITY**

**1.01 Authority.** The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code, and constitutes a valid and binding obligation of the County in the event development of the Project proceeds. The County acknowledges that the Developer is acting in reliance upon the County's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to the Project.

**1.02 Legal Representation of the Parties.** This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

**ARTICLE II**  
**DEFINITIONS**

**2.01 Definitions.**

"**Ad Valorem Property Tax**" means the County's ad valorem real and business personal property tax on the assessed value of the Project imposed consistent with the authority granted by Article 8 of the Texas Constitution.

"**Agreement**" means this Economic Development Program Agreement.

"**City**" means the City of Round Rock, Texas, a Texas home rule municipal corporation.

"**County**" means Williamson County, Texas.

"**Convention Center**" means the convention center described in Section 3.04.

"**Developer**" means KR Acquisitions, LLC, a Delaware limited liability Developer.

"**Economic Incentive Payment(s)**" ("**EIPs**") means all of the payments required to be paid by the County to the Developer this Agreement.

"**Effective Date**" is December 20, 2016.

"**Full Time Equivalent Employee**" ("**FTE**") means a combination of employees, each of whom individually may not be a full-time employee because they are not employed on average at least 32 hours per week, but who, in combination, are counted as the equivalent of a full-time employee. FTE's shall include original hires or their replacements over time.

**"Ground Lease"** means the ground lease document whereby the City, as landlord, will lease the Property to the Tenant, as tenant.

**"Hotel"** means the hotel described in Section 3.03.

**"Master Development Agreement"** means the Master Development Agreement between the City, the Round Rock Transportation and Economic Development Corporation, a "Type B corporation" created under the authority of Chapter 501, Texas Local Government Code, the Developer, and KR CC, INC., a Delaware corporation dated December 15, 2016.

**"Project"** means construction and operation of the Convention Center, Hotel and Water Park and entertainment, recreation, and other uses of the Property permitted by the zoning at the time of development.

**"Property"** means the real property described and shown on **Exhibit A**.

**"Recapture Liability"** means the total amount of all EIP's that are paid as result of this Agreement that are subject to recapture by the County from the Developer in the event the County terminates this Agreement as a result of a default by the Developer.

**"State"** means the State of Texas.

**"Tenant"** means KR CC, INC., a Delaware corporation.

**"Texas Public Information Act"** means Texas Government Code Chapter 552, as amended.

**"Water Park"** means the facility described in Section 3.05.

### **ARTICLE III** **THE PROJECT**

**3.01 General Description.** The Project will be planned, developed and constructed on the Property. The Project will be a master planned, mixed-use development that will be anchored by a Kalahari Resort and Convention Center, which will include the Hotel, the Convention Center, and the Water Park. In addition, the Project will include entertainment, recreation, and other uses permitted by the zoning of the Property at the time of development.

**3.02 Amount of Investment.** The Developer agrees to spend or cause to be spent a cumulative total of at least \$350,000,000 in a combination of rent payments under the Ground Lease by the Tenant and in improvements to real property and additions to personal property within the Property not later than December 22, 2022, subject to (a) the City satisfying its obligations under the Master Development Agreement. And (b) any delays caused by an event of force majeure.

Such costs shall include all hard costs and soft costs.

**3.03 The Hotel.** The Hotel shall have a minimum of 975 guest rooms, at least one full-service restaurant, additional food and beverage outlets, room service, valet parking, bell and concierge service, and entertainment and retail facilities. A spa or exercise facility shall be located within the Project. The Hotel shall be located on the Property, and shall be adjacent to the Convention Center. The Hotel may be located on a separate platted lot from the lot on which the Convention Center will be developed.

**3.04 The Convention Center.** The Convention Center shall have a minimum of 150,000 square feet of indoor convention, exhibition, and meeting space. The Convention Center shall be located on the Property and shall be attached or adjacent to the Hotel. The Convention Center may be located on a separate platted lot from the lot on which the Hotel will be developed.

**3.05 The Water Park.** The Water Park shall have a minimum of 200,000 square feet of water and related space attached or adjacent to the Hotel. The indoor portion of the Water Park may be in a separate building from the Hotel. The Water Park may include indoor and outdoor features. The Water Park may be located on a separate platted lot from the Hotel.

**3.06 Additional Property.** The Developer has entered into a contract to purchase an additional 1.5-acre tract of land known by the Parties as the "Boyles Tract,". The Parties agree that this Agreement will be automatically amended to include the Boyles Tract as part of the defined term "Property" after the City acquires the Boyles Tract.

#### **ARTICLE IV** **OBLIGATIONS OF DEVELOPER**

**4.01 Construction and Operation of the Project.** In consideration of and subject to the County's compliance with this Agreement, the Developer agrees to construct, operate, and maintain the Project and comply with all other the terms and conditions of this Agreement.

**4.02 Jobs.** The Developer agrees to cause the employment of at least 700 FTE's in the Project no later than 12 months after the Project is opened and to cause to be maintained at least 700 FTE's in the Project thereafter during the term of this Agreement. To the greatest extent allowed by law, the Developer shall endeavor to use construction contractors and subcontractors from the Central Texas region in the construction of the Project, but failure to use such contractors and subcontractors shall not constitute an event of default under this Agreement.

**4.04 Job Compliance Affidavit.** Commencing 12 months after the Project is opened, the Developer agrees to provide to the County an annual Job Compliance Affidavit for the remainder of the term of this Agreement. A copy of the Job Compliance Affidavit form is attached hereto as **Exhibit B**. The County shall have the right, following reasonable advance notice to the Developer, to audit the Developer's records to verify that this obligation has been satisfied.

**4.05 Developer Accounting.** The Developer shall maintain complete books and records showing its compliance with its obligations under this Agreement, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Texas corporations. Such books and records shall be available for examination by the duly authorized officers or agents of the County during normal business hours upon request made not less than 10 business days prior to the date of such examination. The Developer shall maintain such books and records throughout the term of this Agreement. Such books and records contain confidential information of the Developer, including proprietary information, that is exempt from Texas public information act disclosure. If in the future the County receives a request for public information, the County will (1) immediately notify the Developer as required by Section 552.305(d) of the Texas Public Information Act of the request for information; (2) withhold the requested information from disclosure pending a Texas Attorney General determination requiring disclosure; and (3) notify the requestor of the withholding pending the Texas Attorney General's determination. The notice to the Developer will include a copy of the written request for information and a statement that Developer may, within 10 business days of receiving the notice, submit to the Texas Attorney General reasons why the information in question should be withheld and explanations in support thereof. Developer has 10 business days after receiving notice from the County of the request for public information to assert an exception from disclosure under Section 552.101, 552.110, 552.113, or 552.131 of the Texas Public Information Act and present its arguments to the Texas Attorney General for nondisclosure.

**4.06. Compliance with §22.07 of the Texas Tax Code.** The Developer agrees to allow the chief appraiser or his authorized representative to enter the premises of the Project in accordance with § 22.07 of the Texas Tax Code, as amended.

**4.07 Employee Benefits.** Developer agrees to provide County proof of availability of reasonably-affordable health insurance to all FTE's. Such health insurance shall be deemed reasonable-affordable if the cost is substantially the same as offered at other Kalahari resorts.

**4.08 EIP Submittal Package.** In order to receive each annual EIP, the Developer shall submit to the County an EIP Submittal Package within 60 days after the end of each calendar year. Each EIP Submittal Package shall be in a form as approved by the County. If Developer shall fail to timely submit an EIP Submittal Package for a particular year, then the County *may* give Developer written notice of Developer's's failure to timely submit such EIP Submittal Package, and Developer shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such EIP Submittal Package.

**ARTICLE V**  
**ECONOMIC INCENTIVE PAYMENTS**

**5.01 Conditions Precedent to Payment of EIPs.** The following conditions must be satisfied before all or any portion of the EIPs are paid:

(a) **Construction of the Project.** Developer shall develop, plan, design, and construct the Project in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Developer and the County shall have no obligations

or responsibilities under this Agreement if the City fails to substantially comply with the terms and conditions of the Master Development Agreement.

(b) **Construction Schedule.** The Parties agree that it is their intention that the construction of the Hotel, Convention Center, and the Water Park will be completed consistent with the development schedule agreed upon in the Master Development Agreement. The parties to the Master Development Agreement agree that it is their intention to use their best efforts to work together to finalize a development schedule no later than December 31, 2017, that is reasonable and will meet the aforesaid goals.

**5.02 EIP'S Not Subject to Future Appropriations.** This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to the Developer that require annual appropriation. The payments to be made to the Developer shall be made by the County as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 381 of the Local Government Code or any other economic development or financing program authorized by statute or powers of the County under applicable Texas law, subject to any applicable limitations or procedural requirements. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

**5.03 EIP Recapture.** In the event the County terminates this Agreement as result of a default by the Developer, the County may recapture and collect from the Developer the Recapture Liability. Provided however, the Recapture Liability hereunder shall not exceed, in the aggregate, an amount equal to the EIPs paid hereunder during the immediately preceding two calendar years. Developer shall pay to the County the Recapture Liability within 30 days after the County makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Developer may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). The County shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

**5.04 Undocumented Workers.** The Developer certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Developer is convicted of a violation under 8 U.S.C. § 1324a(f), the Developer shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

**ARTICLE VI**  
**OBLIGATIONS OF COUNTY**

**6.01 EIP Payments.** During the term of this Agreement and so long as an Event of Default has not occurred and is continuing as set forth in this Agreement (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), County will comply with the following terms and conditions:

(a) For each calendar year during the term of this Agreement and beginning the first year after a certificate of occupancy is issued by the City for the Hotel, Water Park or Convention Center, an amount equaled to 50% of the Ad Valorem Property Tax revenue attributed solely to the Project shall be tendered from the County's general fund as an EIP payment by the County to Developer on an annual basis upon Developer's satisfaction of the requirements of this Agreement. The County agrees to process any County EIP's to Developer within sixty (60) days after the County has approved the EIP Submittal Package.

(b) The above-described EIP's shall be paid for a period of fifteen (15) years from the date the City issues a certificate of occupancy for the Hotel, so long as Developer complies with the terms and condition of this Agreement. If Developer remains in substantial compliance with the terms and conditions of the Agreement and has spent or caused to spend \$400,000,000 in a combination of rent payments under the Ground Lease by the Tenant and in improvements to real property and additions to personal property within the Property and has caused the employment of at least 900 FTE's in the Project within the first fifteen (15) years after the City issues a certificate of occupancy for the Hotel, this Agreement will be automatically extended an additional fifteen (15) years (i.e., until the thirtieth anniversary of the date the City issues a certificate of occupancy for the Hotel). After the initial term or the extended term has expired, all future Ad Valorem Taxes shall be retained by the County.

(c) Developer agrees that it is the sole obligation of Developer to present satisfactory evidence to the County that all Ad Valorem Tax payments have actually been paid to and received by the County for the Project. If for any reason, the County is unable to verify that the Ad Valorem Tax payments were received by the County, the County is under no obligation to make the EIP payments.

**ARTICLE VII**  
**MISCELLANEOUS**

**7.01 Mutual Assistance.** The County and the Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

**7.02 Representations and Warranties.** The County represents and warrants to the Developer that: (a) this Agreement is within its authority, (b) it is duly authorized and empowered to enter into this Agreement, and (c) this Agreement is enforceable against the County. The Developer represents and warrants to the County that it has the requisite authority to enter into this Agreement and this agreement is enforceable against it.

**7.03 Default; Remedies.**

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days or more than 90 days after written notice of the alleged failure has been given. In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after it is due.

(b) IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, THE REMEDIES STATED HEREIN, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGEMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (i) entitle the aggrieved Party to terminate this Agreement; or
- (ii) entitle the County to suspend performance under this Agreement; or
- (iii) entitle the aggrieved Party to seek or recover consequential monetary damages of any kind; or
- (iv) reduce the term of this Agreement.

(c) In lieu of the remedies identified herein, the County may opt to pursue any of the following remedies, in which case such remedy shall be the exclusive remedy for the default to which it applies:

- (i) If the Developer is in Default in that the amount by which the investment which falls short of \$350,000,000, this amount may be deducted from the payments required to be paid by the County to the Developer pursuant to this Agreement.
- (ii) If the Developer is in Default of Section 4.03 (Jobs), \$5,000 for each job not provided may be deducted from the payments required to be paid by the County to the



Developer pursuant to this Agreement.

(d) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

**7.04 Binding Effect; Entire Agreement.** This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement.

**7.05 Attorney's Fees.** In the event any legal action or proceeding is commenced between all or some of the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

**7.06 Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

**7.07 Assignment.** Except as otherwise provided in this section, the Developer may not assign all or part of its rights and obligations to a third party without the express written consent of the County unless such assignment is (a) a collateral assignment to a lender or (b) to an entity that is controlled by or under common control with the Developer. The Developer shall provide a copy of each assignment to the County within 15 days after the effective date of the assignment.

**7.08 Amendment.** This Agreement may be amended only by the mutual written agreement of the Parties.

**7.09 Notice.** Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to County: Williamson County  
County Judge  
710 Main Street, suite 101  
Georgetown, Texas 78626

If to the Developer:

KR Acquisitions LLC

P.O. Box 590  
1305 Kalahari Drive  
Wisconsin Dells, WI 53965  
Attn: Mary Bonte Spath  
Phone: (608) 254-5320  
Email: mbonte@kalahariresorts.com

With required copy to:

Shupe Ventura Lindelow & Olson, PLLC  
9406 Biscayne Blvd.  
Dallas, Texas 74218  
Attn: Misty Ventura  
Phone: (214) 328-1101  
Email: misty.ventura@svlandlaw.com

Any Party may designate a different address at any time upon written notice to the other Parties.

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

**7.12 Applicable Law.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

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

**7.14 Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

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

**7.16 Force Majeure.** Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "event of force majeure"). An event of force majeure for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay; unusual weather events; and unusual delays in obtaining County approvals of plats, permits, or other development approvals required to construct and operate the Project. Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of force majeure.

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

<u>Exhibit A:</u>	Property Description and Depiction
<u>Exhibit B:</u>	Job Compliance Affidavit

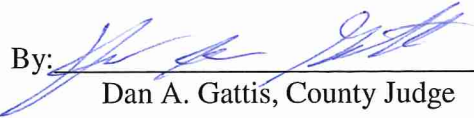
**7.18 No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents of the County,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

**7.19 Term.** This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate fifteen (15) years after the Effective Date, so long as Developer complies with the terms and condition of this Agreement. If Developer remains in substantial compliance with the terms and conditions of the Agreement, has spent or caused to spend \$400,000,000 in a combination of rent payments under the Ground Lease by the Tenant and in improvements to real property and additions to personal property within the Property and has caused the employment of at least 900 FTE's in the Project, the Court will grant a fifteen (15) year extension.

EXECUTED to be effective as of the Effective Date.

(SIGNATURES ON FOLLOWING PAGES)

**WILLIAMSON COUNTY, TEXAS,**

By:   
Dan A. Gattis, County Judge

Date: 12-22-2016

Attest:

  
Nancy Rister, County Clerk

**KR ACQUISITONS, LLC**  
a Delaware limited liability Developer

By:   
Todd Nelson, President

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

**EXHIBIT A**

**PROPERTY DESCRIPTION AND DEPICTION**

351.737 ACRES  
LAND  
DESCRIPTIONS

FN. NO. 16-433(DLB)  
NOVEMBER 28, 2016  
FILE NO. 222010482

**DESCRIPTION**

OF A 351.737 ACRE TRACT OF LAND OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO 297 SITUATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF THAT CERTAIN 157.385 ACRE TRACT OF LAND CONVEYED TO BISON TRACT 79, LTD. BY DEED OF RECORD IN DOCUMENT NO. 2007049657 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT CERTAIN 60.58 ACRE TRACT OF LAND CONVEYED TO ERNEST NELSON JOHNSON, JOHN DAVID JOHNSON AND BERTHA MARIE JOHNSON KELLER BY DEED OF RECORD IN DOCUMENT NO. 2003035323 OF SAID OFFICIAL PUBLIC RECORDS, SAME BEING ALL OF LOT 9 OF THE SWENSON SUBDIVISION, OF RECORD IN VOLUME 13, PAGE 119 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; ALL OF THAT CERTAIN 155.589 ACRE TRACT OF LAND CONVEYED TO KEITH KRIENKE AND MARK MEREDITH BY DEED OF RECORD IN DOCUMENT NO. 2006113854 OF SAID OFFICIAL PUBLIC RECORDS, SAME BEING CONVEYED TO GREGORY CARTER BY DEED OF RECORD IN DOCUMENT NO. 2010072268 OF SAID OFFICIAL PUBLIC RECORDS; AND ALSO LOT 1, OF THE BERTIL TELANDER SUBDIVISION, OF RECORD IN CABINET H, SLIDE 126 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AS CORRECTED BY INSTRUMENT OF RECORD IN VOLUME 1419, PAGE 416 OF THE REAL PROPERTY RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID LOT 1 CONVEYED TO DAVID BOYLES BY DEED OF RECORD IN DOCUMENT NO. 2014059825 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 351.737 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN FOUR PARTS BY METES AND BOUNDS AS FOLLOWS:

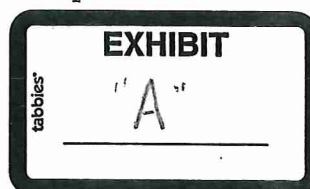
**PART 1 - 337.295 ACRES**

**BEGINNING**, at a 5/8-inch iron rod found in the southerly right-of-way line of the Union Pacific Railroad (100' R.O.W.) being the northeasterly corner of said 157.385-acre tract, also being the northwesterly corner of said 155.589-acre tract;

**THENCE**, N63°37'28"E, leaving the northeasterly corner of said 157.385 acre tract, along the southerly right-of-way line of the Union Pacific Railroad, for a portion of the northerly line hereof, a distance of 2864.50 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found at the northwesterly corner of Lot 1, Block A of Final Plat of Brushy Creek Regional Wastewater Treatment Plant, a subdivision of record in Document No. 2007067173 of said Official Public Records, being the northeasterly corner of said 155.589 acre tract and hereof;

**THENCE**, leaving the southerly right-of-way line of the Union Pacific Railroad, along the common line of said Lot 1 and said 155.589-acre tract, for the easterly line hereof, the following six (6) courses and distances:

- 1) S26°12'00"E, a distance of 49.99 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;



- 2) N63°41'06"E, a distance of 81.63 feet to a 1/2-inch iron rod with illegible cap found;
- 3) S03°33'52"E, a distance of 1695.07 feet to a 1/2-inch iron rod with "LCRA" cap found;
- 4) N58°53'53"E, a distance of 362.51 feet to a 1/2-inch iron rod with "LCRA" cap found;
- 5) N58°35'13"E, a distance of 245.00 feet to a 1/2-inch iron rod with "LCRA" cap found;
- 6) S02°28'32"E, passing at a distance of 387.44 feet, a 1/2-inch iron rod with "SURVCON INC" cap found, and continuing for a total distance of 463.04 feet to a point in the center of Brushy Creek, being in the northerly line of Lot 59, Block F of Final Plat of Freeman Park Subdivision Phase I, of record in Document No. 2015010846 of said Official Public Records, also being the most southerly southwesterly corner of said Lot 1, for the southeasterly corner hereof;

THENCE, leaving the most southerly southwesterly corner of said Lot 1, along or near the center of Brushy Creek, with the northerly line of said Lot 59; the northerly line of Lot 26, Block B of Lake Forest III, Village III Revised, a subdivision of record in Document No. 2004095851 of said Official Public Records; the northerly line of Lot 43, Block E of Final Plat of Sonoma Section 9, a subdivision of record in Document No. 2004021881 of said Official Public Records; and the northerly line of Lot 46, Block F of Final Plat of Sonoma Section 11, a subdivision of record in Document No. 2005000171 of said Official Public Records for a portion of the southerly line hereof, the following twenty-three (23) courses and distances:

- 1) S71°58'01"W, a distance of 59.92 feet to an angle point;
- 2) S66°40'11"W, a distance of 90.58 feet to an angle point;
- 3) S49°32'25"W, a distance of 78.88 feet to an angle point;
- 4) S40°47'39"W, a distance of 82.04 feet to an angle point;
- 5) S23°37'20"W, a distance of 81.79 feet to an angle point;
- 6) S28°52'04"W, a distance of 110.18 feet to an angle point;
- 7) S36°12'52"W, a distance of 282.02 feet to an angle point;
- 8) S38°03'24"W, a distance of 84.64 feet to an angle point;
- 9) S47°37'12"W, a distance of 329.19 feet to an angle point;
- 10) S15°41'16"E, a distance of 184.53 feet to an angle point;



- 11) S07°27'39"E, a distance of 150.82 feet to an angle point;
- 12) S03°49'27"W, a distance of 142.77 feet to an angle point;
- 13) S21°18'06"W, a distance of 94.11 feet to an angle point;
- 14) S44°12'01"W, a distance of 165.58 feet to an angle point;
- 15) S69°51'49"W, a distance of 215.14 feet to an angle point;
- 16) S45°25'49"W, a distance of 111.25 feet to an angle point;
- 17) S26°29'36"W, a distance of 94.25 feet to an angle point;
- 18) S31°48'00"W, a distance of 125.62 feet to an angle point;
- 19) S51°58'20"W, a distance of 230.16 feet to an angle point;
- 20) S61°55'26"W, a distance of 477.59 feet to an angle point;
- 21) S54°23'53"W, a distance of 144.42 feet to an angle point;
- 22) S40°28'56"W, a distance of 383.47 feet to an angle point;
- 23) S42°15'33"W, a distance of 108.54 feet to the southeasterly corner of said 60.58-acre tract, for an angle point hereof;

**THENCE**, leaving the westerly line of said 155.589-acre tract, along or near the center of Brushy Creek, with the northerly line of Lot 46 of said Sonoma Section 11 and the northerly line of Lot 46, Block F of Final Plat of Sonoma Section 12, a subdivision of record in Document No. 2005000358 of said Official Public Records for a portion of the southerly line hereof, the following five (5) courses and distances:

- 1) S42°15'33"W, a distance of 148.42 feet to an angle point;
- 2) S80°51'11"W, a distance of 301.01 feet to an angle point;
- 3) S83°08'53"W, a distance of 200.01 feet to an angle point;
- 4) S67°32'04"W, a distance of 132.76 feet to an angle point;
- 5) S62°26'47"W, a distance of 141.77 feet to the southeasterly corner of said 157.385-acre tract, being the southwesterly corner of said 60.58-acre tract, for an angle point hereof;

**THENCE**, leaving the southwesterly corner of said 60.58-acre tract, along the approximate center of Brushy Creek, with the northerly line of said Lot 46 and in part along the northerly line of that certain 1.764-acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2013056475 of said Official

Public Records, for the southerly line hereof, the following four (4) courses and distances:

- 1) S70°10'09"W, a distance of 138.30 feet to an angle point;
- 2) S58°52'42"W, a distance of 700.00 feet to an angle point;
- 3) S67°52'42"W, a distance of 240.00 feet to an angle point;
- 4) S53°04'42"W, a distance of 132.01 feet to a point in the easterly right-of-way line of Kenney Fort Boulevard (R.O.W. Varies) for the southwesterly corner hereof;

THENCE, leaving the approximate center of Brushy Creek and the northerly line of said 1.764-acre tract, along the easterly right-of-way line of Kenney Fort Boulevard, for a portion of the westerly line hereof, the following nine (9) courses and distances:

- 1) N03°27'14"W, passing at a distance of 100.00 feet, a 1/2-inch iron rod with "BURY" cap set for reference, and continuing for a total distance of 492.81 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 2) N85°58'17"E, a distance of 58.16 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 3) N03°26'15"W, a distance of 243.69 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 4) N19°10'44"W, a distance of 376.64 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 5) N26°22'35"W, a distance of 1454.98 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 6) N22°47'26"W, a distance of 160.27 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 7) N26°23'34"W, a distance of 114.86 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 8) N23°12'13"W, a distance of 254.74 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 9) N02°18'29"W, a distance of 323.01 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found at the intersection of the easterly right-of-way line of Kenney Fort Boulevard and the southerly right-of-way line of the Union Pacific Railroad, being in the northerly line of said 157.385-acre tract, for the northwesterly corner hereof;

**THENCE**, N63°36'45"E, leaving the easterly right-of-way line of Kenney Fort Boulevard, along the southerly right-of-way line of the Union Pacific Railroad, being the northerly line of said 157.385-acre tract for the northerly line hereof, a distance of 2121.63 feet to the **POINT OF BEGINNING**, containing an area of 338.795 acres (14,627,230 square feet) of land, more or less, **SAVE AND EXCEPT THEREFROM THE FOLLOWING TRACT OF LAND**:

THAT CERTAIN 1.50 ACRE TRACT OF LAND CONVEYED TO KEITH KRIENKE AND LAURA RINEHART KRIENKE BY DEED OF RECORD IN DOCUMENT NO. 2006074399 OF SAID OFFICIAL PUBLIC RECORDS, TEXAS; SAID 1.50 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING**, a 1/2-inch iron rod with "Baker Aicklen" cap found in the southerly right-of-way line of the Union Pacific Railroad for the northwesterly corner of Lot 1, Block A of said Final Plat of Brushy Creek Regional Wastewater Treatment Plant of record, being the northeasterly corner of said 155.589-acre tract;

**THENCE**, S26°12'00"E, leaving the southerly right-of-way line of the Union Pacific Railroad, along the common line of said 155.589-acre tract and said Lot 1, a distance of 49.99 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;

**THENCE**, S03°34'49"E, leaving the westerly line of said Lot 1, over and across said 155.589-acre tract, a distance of 291.32 feet to a 1/2-inch iron rod with "Stan Coalter" cap found for the **POINT OF BEGINNING**, being the northeasterly corner of said 1.50-acre tract and hereof;

**THENCE**, along the exterior lines of said 1.50-acre tract for the exterior lines hereof, the following four (4) courses and distances:

- 1) S03°34'49"E, a distance of 298.62 feet to a 1/2-inch iron rod with "Stan Coalter" cap found for the southeasterly corner hereof;
- 2) S74°24'52"W, a distance of 244.97 feet to a 1/2-inch iron rod with "Stan Coalter" cap found for the southwesterly corner hereof;
- 3) N06°37'52"E, a distance of 340.30 feet to a 1/2-inch iron rod with "Stan Coalter" cap found for the northwesterly corner hereof;
- 4) N81°44'34"E, a distance of 179.89 feet to the **POINT OF BEGINNING**, containing an area of 1.500 acres (65,357 square feet) of land, leaving a **TOTAL NET AREA OF 337.295 ACRES** (14,692,570 square feet) of land, more or less, within these metes and bounds.

**PART 2 - 0.037 ACRES**

**BEGINNING**, at a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard (R.O.W. Varies), being in the common line of said 157.385-acre tract and that certain 107.17-acre tract of land conveyed to John Bolt Harris, Et. Al. by deed of record in Volume 2372, Page 112 of said Official Public Records and to The Hickox Family Living Trust by deed of record in Document No. 2006053683 of said Official Public Records, for the northwesterly corner hereof;

**THENCE**, S28°42'41"E, leaving the easterly line of said 107.17-acre tract, along the westerly right-of-way line of Kenney Fort Boulevard for the northerly line hereof, a distance of 59.01 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found for the northerly corner of that certain 0.158-acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2011041098 of said Official Public Records for the northeasterly corner hereof;

**THENCE**, leaving the westerly right-of-way line of Kenney Fort Boulevard, with the northerly line of said 0.158-acre tract for the easterly and southerly lines hereof, the following two (2) courses and distances:

- 1) S17°26'31"W, a distance of 55.47 feet to a 1/2-inch iron rod with "SAM" cap found for the southeasterly corner hereof;
- 2) S63°37'08"W, a distance of 8.52 feet to a 1/2-inch iron rod with "BURY" cap set in the common line of said 107.17-acre tract and said 157.385-acre tract for the southwesterly corner hereof from which, a 1/2-inch iron rod with "SAM" cap found for the apparent northwesterly corner of said 0.158-acre tract as found bears, N76°15'30"E, a distance of 0.67 feet;

**THENCE**, N02°09'44"W, leaving the northerly line of said 0.158-acre tract, along the common line of said 107.17-acre tract and said 157.385-acre tract for the westerly line hereof, a distance of 108.54 feet to the **POINT OF BEGINNING**, containing an area of 0.037 acres (1,602 square feet) of land, more or less, within these metes and bounds.

**PART 3 - 4.609 ACRES**

**COMMENCING**, at a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard (R.O.W. Varies), being in the common line of said 157.385-acre tract and that certain 107.17-acre tract of land conveyed to John Bolt Harris, Et. Al. by deed of record in Volume 2372, Page 112 of said Official Public Records and to The Hickox Family Living Trust by deed of record in Document No. 2006053683 of said Official Public Records, for the northwesterly corner hereof;

**THENCE**, S02°09'44"E, leaving the westerly right-of-way line of Kenney Fort Boulevard, along the common line of said 107.17 acre tract and said 157.385 acre tract, a distance of 196.31 feet to a 1/2-inch iron rod with "BURY" cap set in the southerly line of that certain 0.158 acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2011041098 of said Official Public Records for the **POINT OF BEGINNING**, being the northwesterly corner hereof from which, a 1/2-inch iron rod with "SAM" cap found for the apparent southwesterly corner of said 0.158 acre tract as found bears, N63°02'14"E, a distance of 0.70 feet;

**THENCE**, leaving the easterly line of said 107.17-acre tract, with the southerly line of said 0.158-acre tract for the northerly line hereof, the following two (2) courses and distances:

- 1) N63°33'51"E, a distance of 47.01 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 2) S71°12'55"E, a distance of 56.50 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard, being the southeasterly corner of said 0.158-acre tract, for the northeasterly corner hereof;

**THENCE**, S26°22'11"E, leaving the southeasterly corner of said 0.158-acre tract, over and across said 157.385-acre tract, along the westerly right-of-way line of Kenney Fort Boulevard for the easterly line hereof, a distance of 695.06 feet to a 1/2-inch iron rod found for the northeasterly corner of that certain 0.864-acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2011041098 of said Official Public Records for the southeasterly corner hereof;

**THENCE**, leaving the westerly right-of-way line of Kenney Fort Boulevard, with the northerly line of said 0.864-acre tract for the southerly line hereof; the following two (2) courses and distances:

- 1) S18°36'13"W, a distance of 56.47 feet to a 1/2-inch iron rod found;
- 2) S63°36'13"W, a distance of 395.45 feet to a 1/2-inch iron rod with "BURY" cap set in the common line of said 107.17-acre tract and said 157.385-acre tract for the southwesterly corner hereof from which, a 1/2-inch iron rod found for the apparent northwesterly corner of said 0.864-acre tract as found bears, N58°21'23"E, a distance of 1.69 feet;

**THENCE**, N02°09'44"W, leaving the northerly line of said 0.864-acre tract, along the common line of said 107.17-acre tract and said 157.385-acre tract for the westerly line hereof, a distance of 849.94 feet to the **POINT OF BEGINNING**, containing an area of 4.609 acres (200,777 square feet) of land, more or less, within these metes and bounds.

**PART 4 - 9.796 ACRES**

**COMMENCING**, at a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard (R.O.W. Varies), being in the common line of said 157.385-acre tract and that certain 107.17-acre tract of land conveyed to John Bolt Harris, Et. Al. by deed of record in Volume 2372, Page 112 of said Official Public Records and to The Hickox Family Living Trust by deed of record in Document No. 2006053683 of said Official Public Records, for the northwesterly corner hereof;

**THENCE**, S02°09'44"E, leaving the westerly right-of-way line of Kenney Fort Boulevard, along the common line of said 107.17 acre tract and said 157.385 acre tract, a distance of 1133.82 feet to a 1/2-inch iron rod with "BURY" cap set in the southerly line of that certain 0.864 acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2011041098 of said Official Public Records for the **POINT OF BEGINNING**, being the northwesterly corner hereof from which, a 1/2-inch iron rod with "SAM" cap found for the apparent southwesterly corner of said 0.864 acre tract as found bears, N62°52'19"E, a distance of 1.77 feet;

**THENCE**, leaving the easterly line of said 107.17-acre tract, with the southerly line of said 0.864-acre tract for the northerly line hereof, the following two (2) courses and distances:

- 1) N63°36'57"E, a distance of 431.40 feet to a 1/2-inch iron rod found;
- 2) S71°27'38"E, a distance of 56.40 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found in the westerly right-of-way line of Kenney Fort Boulevard, being the southeasterly corner of said 0.864-acre tract, for the northeasterly corner hereof;

**THENCE**, leaving the southeasterly corner of said 0.864-acre tract, along the westerly right-of-way line of Kenney Fort Boulevard for the easterly line hereof, the following four (4) courses and distances:

- 1) S26°22'09"E, a distance of 250.82 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found at the point of curvature of a non-tangent curve to the right;
- 2) Along said non-tangent curve to the right, having a radius of 1441.72 feet, a central angle of 12°09'39", an arc length of 306.00 feet, and a chord which bears, S21°15'08"E, a distance of 305.42 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found at the end of said curve;
- 3) S00°08'16"E, a distance of 360.25 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found;
- 4) S16°10'46"W, a distance of 165.87 feet to a 1/2-inch iron rod with "SAM" cap found for the most northerly northeasterly

corner of that certain 12.1-acre tract of land conveyed to the City of Round Rock by deed of record in Document No. 2013049009 of said Official Public Records for the southeasterly corner hereof;

**THENCE**, S88°41'51"W, leaving the westerly right-of-way line of Kenney Fort Boulevard, along the northerly line of said 12.1-acre tract for the southerly line hereof, a distance of 267.19 feet to a 1/2-inch iron rod with "Baker Aicklen" cap found in the easterly line of that certain 4.42-acre tract of land conveyed to Thomas P. Elrod Et. Ux. By deed of record in Document No. 1813, Page 540 of said Official Public Records, being the westerly line of said 157.385-acre tract, also being the most northerly northwesterly corner of said 12.1-acre tract for the southwesterly corner hereof;

**THENCE**, N01°23'35"W, leaving the northerly line of said 12.1-acre tract, along the common line of said 157.385-acre tract and said 4.42-acre tract for a portion of the westerly line hereof, a distance of 498.34 feet to a 1/2-inch iron rod found for the northeasterly corner of said 4.42-acre tract;

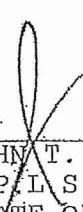
**THENCE**, S89°11'33"W, along the irregular westerly line of said 157.385-acre tract and the northerly line of said 4.42-acre tract, passing at a distance of 319.72 feet, a 1/2-inch iron rod found for the northwesterly corner of said 4.42-acre tract, and continuing for a total distance of 323.61 feet to a 1/2-inch iron rod found in the common line of said 157.385-acre tract and said 107.17-acre tract for the southwesterly corner hereof;

**THENCE**, N02°09'44"W, along the common line of said 157.385-acre tract and said 107.17-acre tract for a portion of the westerly line hereof, a distance of 367.85 feet to the **POINT OF BEGINNING**, containing an area of 9.796 acres (426,728 square feet) of land, more or less, within these metes and bounds.

**BEARING BASIS:** THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

I, JOHN T. BILNOSKI, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STANTEC CONSULTING  
SERVICES INC.  
221 WEST SIXTH STREET  
SUITE 600  
AUSTIN, TEXAS 78701

  
\_\_\_\_\_  
JOHN T. BILNOSKI  
R.P.L.S. NO. 4998  
STATE OF TEXAS  
TBPLS # F-10194230  
john.bilnoski@stantec.com

DATE

11/29/16



P.O.C.  
EXCLUDED  
TRACT

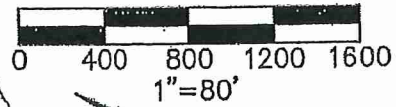
STATE HIGHWAY 79  
(E. PALM VALLEY BOULEVARD)  
(R.O.W. VARIES)

P.O.B.  
EXCLUDED  
TRACT

EXCLUDED TRACT  
1500 ACRES

155.589 ACRES  
KEITH KRIENKE, MARK MEREDITH  
DOCUMENT NO. 2006113854  
GREGORY STEPHEN CARTER  
DOCUMENT NO. 2010072268

TOTAL AREA  
351.737 ACRES  
(15,321,664 SQ. FT.)



PART 1  
337.295  
ACRES

P.O.B.  
PART 1

LOT 1  
BERTIL TELANDER  
SUBDIVISION  
CABINET H, SLIDE 126  
DAVID BOYLES  
DOCUMENT NO.  
2014059825

60.58 ACRES  
ERNEST NELSON JOHNSON,  
JOHN DAVID JOHNSON, AND BERTHA  
MARIE JOHNSON KELLER  
DOCUMENT NO.  
2003035323

REMAINDER OF 157.385 ACRES  
BISON TRACT 79, LTD.  
DOCUMENT NO. 2007049657

Lot 9  
S.M. SWENSON  
SUBDIVISION  
BOOK 13,  
PAGE 119

0.854 ACRES  
CITY OF ROUND ROCK  
DOCUMENT NO.  
2011041098

KENNEY FORT  
BOULEVARD  
(R.O.W. VARIES)

100'  
RIGHT-OF-WAY  
UNION PACIFIC  
RAILROAD

PART 2 PART 3  
0.037 4.609  
ACRES ACRES

PART 4  
9.796  
ACRES

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- S&E SAVE AND EXCEPT

P.O.B.  
PART 2  
P.O.C.  
PARTS 3  
AND 4

0.158 ACRES  
CITY OF  
ROUND ROCK  
DOCUMENT NO.  
2011041098

P.O.B.  
PART 3

P.O.B.  
PART 4

107.17 ACRES  
THE HICKOX FAMILY LIVING TRUST, ET. AL.  
DOCUMENT NO. 2006053683  
VOLUME 2372, PAGE 112

4.42 ACRES  
THOMAS P.  
ELROD AND  
SPOUSE,  
CHRISTEL ELROD  
VOLUME 1813,  
PAGE 540



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Austin, Texas 78701  
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TBPE # F-6324 TBPLS # F-10194230  
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SKETCH TO ACCOMPANY DESCRIPTION

OF 351.737 ACRES OF LAND OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 294, SITUATED IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN 157.385 ACRE TRACT OF LAND OF RECORD IN DOCUMENT NO. 2007049657 AND ALL OF THOSE CERTAIN TRACTS OF LAND OF RECORD IN DOCUMENT NO. 2003035323, 2006113854 AND 2010072268, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; ALSO BEING ALL OF LOT 9 OF THE S.M. SWENSON SUBDIVISION, OF RECORD IN BOOK 13, PAGE 119 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; AND ALSO LOT 1, OF THE BERTIL TELANDER SUBDIVISION, OF RECORD IN CABINET H, SLIDE 126 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

KR CC, INC

DATE: 11/28/2016

DRAWN BY: KWADLB

FN: 16-433 (DLB)

FILE: V:\2220\ACTIVE\SURVEY\222010482EX3.DWG

PROJECT No. 222010482



**EXHIBIT B**

**JOB COMPLIANCE AFFIDAVIT**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_(NAME)\_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED BELOW AND AFTER HAVING BEEN DULY SWORN, ON HIS/HER OAT STATED AS FOLLOWS:

1. "MY NAME IS \_\_\_\_\_. I AM OVER THE AGE OF 21 YEARS AND AM CAPABLE OF MAKING THIS AFFIDAVIT. THE FACTS STATED IN THIS AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.

2. "I AM THE \_\_\_\_\_(TITLE)\_\_\_\_\_ OF \_\_\_\_\_ AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.

3. "AS OF DECEMBER 31, 201\_\_, \_\_\_\_ (NUMBER OF FTE'S) WERE EMPLOYED AT THE RPROJECT.

DATED THIS \_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(PRINTED NAME)

\_\_\_\_\_  
(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE \_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

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