

TRAFFIC CONTROL IMPROVEMENTS AGREEMENT

This Traffic Control Improvements Agreement (the “Agreement”) dated effective as of the ____ day of _____, 2024 (the “Effective Date”) is executed by and between K29 1941 Investments, LP, a Texas limited partnership (hereinafter, “K29”), Highway 29 Commercial, LLC, a Maryland limited liability company (hereinafter, “Highway 29”), and Williamson County, Texas, a political subdivision organized and existing under the laws of the State of Texas (hereinafter, “County”). K29, Highway 29, and the County are sometimes collectively called “Parties” or individually a “Party.”

RECITALS:

A. K29 is the owner of that certain tract of land more particularly described on **Exhibit “A”** attached hereto (the “K29 Land”).

B. Highway 29 is the owner of that certain property more particularly described on **Exhibit “B”** attached hereto (the “Highway 29 Land”).

C. The K29 Land is located adjacent and contiguous to Texas State Highway 29 (“TXSH 29”) to the north and west of Ronald Reagan Boulevard. The Highway 29 Land is adjacent and contiguous to TXSH 29 to the south and likewise is west of Ronald Reagan Boulevard.

D. K29, having received plan approval from the County, has constructed that portion of Kauffman Loop across the K29 Land that will connect the K29 Land to TXSH 29 (the “K29 Kauffman Loop Extension”).

E. Highway 29 will submit its plans to the County for that portion of Kaufman Loop across the Highway 29 Land to connect Highway 29’s Land to TXSH 29 (the “Highway 29 Kauffman Loop Extension”) and, following approval of its plans by the County, will construct the Highway 29’s Kauffman Loop Extension.

F. The K29 Kauffman Loop Extension and the Highway 29 Kauffman Loop Extension are hereinafter collectively referred to as the “Extensions”. The Extensions, when complete, will intersect TXSH 29 approximately opposite each other, creating a new intersection (the “Intersection”). A preliminary concept layout of the Extensions and the Intersection is attached as **Exhibit “C”** hereto. All design and construction costs of the K29 Kauffman Loop Extension shall be borne by K29 and all of design and construction costs of the Highway 29 Kauffman Loop Extension shall be borne by Highway 29.

G. K29 and Highway 29 acknowledge that installation of a traffic signaling device and other necessary and associated improvements (the “Traffic Control Improvements”) at the Intersection may be required by the Texas Department of Transportation (hereinafter, “TXDOT”). The date that the Parties receive notice that TXDOT does in fact require installation of the Traffic Control Improvements is referred to herein as the “TXDOT Notice Date”.

H. K29 and Highway 29 enter into this Agreement to (i) acknowledge that TXDOT shall approve the design, permitting and construction of the Traffic Control Improvements, and (ii) confirm their respective responsibilities regarding construction of the Traffic Control Improvements and payment of costs of design, permitting, and construction associated therewith.

I. The County enters into this Agreement to acknowledge and agree to its participation in the payment of costs of design, permitting, and construction of the Traffic Control Improvements.

AGREEMENTS:

Now, therefore, for and in consideration of the premises and the mutual promises and covenants of this Agreement, the receipt and sufficiency of which are acknowledged by all Parties, the Parties agree as follows:

ARTICLE I **Design and Construction**

1.1 Development of Traffic Control Improvements.

a. Developing Party. K29 (the “*Developing Party*”) will cause the Traffic Control Improvements to be designed, constructed and installed in accordance with this Agreement. K29 will use reasonable efforts to ensure that such construction shall be performed in a diligent and good and workmanlike manner and will be constructed in all material respects in accordance with the Plans and Specifications (hereinafter defined) and all applicable governmental rules and regulations, including, without limitation, those necessary for acceptance of the Traffic Control Improvements, as applicable, for operation and maintenance by TXDOT. K29 or its designee will be the project manager in charge of all aspects of design, construction and installation of the Traffic Control Improvements, provided that K29 shall engage an inspector approved by TXDOT to observe construction.

b. Approval of Plans and Specifications. Within ninety (90) days after the TXDOT Notice Date, K29 shall cause plans and specifications for the Traffic Control Improvements required by TXDOT (the “*Plans and Specifications*”) to be prepared by an engineering firm (the “*Engineer*”) approved by TXDOT and submit the Plans and Specifications to TXDOT for review and approval. K29 shall simultaneously submit a copy of the Plans and Specifications to Highway 29 for its information only. K29, the Engineer, and the contractor selected to install the Traffic Control Improvements (the “*Contractor*”) will be responsible for securing all permits and otherwise complying with the conditions of the TXDOT approval.

c. Estimate of Costs. Following TXDOT’s approval of the Plans and Specifications, K29 shall provide to Highway 29 an itemization of the design and permitting costs incurred by K29 to date for the Traffic Control Improvements, along with reasonable supporting documentation, and an estimate of the construction costs to be incurred by K29 for the Traffic Control Improvements, based on bids obtained by and approved by K29 (the “*Estimated Project Costs*”). Copies of the Estimated Project Costs

shall be shared with Highway 29 for its commercially reasonable approval, such approval not to be unreasonably withheld, conditioned, or delayed. If Highway 29 fails to provide written notice of its disapproval of the Estimated Project Costs within ten (10) days after its receipt of the Estimated Project Costs, the Estimated Project Costs shall be deemed approved by Highway 29.

d. Construction Contract. K29 and Contractor shall enter into a construction contract (the "Construction Contract") for (among other things) construction of the Traffic Control Improvements. K29 shall cause the Contractor to construct the Traffic Control Improvements in accordance with the approved Plans and Specifications and approved cost estimate and construct and substantially complete the Traffic Control Improvements within eighteen (18) months after the TXDOT Notice Date, subject to Force Majeure. The Traffic Control Improvements will be deemed complete at such time as the traffic signal is operational and has been accepted for operation and maintenance by TXDOT (the "Completion of the Traffic Control Improvements"). Construction costs incurred for the Traffic Control Improvements are referred to as the "Construction Costs." The actual design, permitting, and Construction Costs are sometimes referred to herein collectively as the "Project Costs."

e. Project Costs. K29 will be the initial responsible party for payment of all Project Costs and shall be responsible for posting any fiscal surety required in connection therewith. The County will participate in the payment of the Project Costs in an amount equal to the lesser of (x) the total Project Costs as evidenced by copy of the final pay application from Contractor or (y) Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the "County Contribution"). The County will pay the County Contribution to K29 (or to Highway 29, in the event of Highway 29's takeover of the work as provided in Section 1.2 below) on the date of Completion of the Traffic Control Improvements and acceptance of same by the County and/or TXDOT. The balance of the Project Costs, after subtracting the County Contribution (the "Remaining Costs"), will be split between K29 and Highway 29, with K29 being responsible for eighty-five percent (85%) of the Remaining Costs (the "K29 Share") and Highway 29 being responsible for fifteen percent (15%) of the Remaining Costs (the "Highway 29's Share"). Within thirty (30) days following approval of the Estimated Project Costs, K29 and Highway 29 will enter into an escrow agreement (the "Escrow Agreement") with Independence Title Company, Attn: Gay Heavlin (the "Escrow Agent") for purposes of establishing an escrow account (the "Escrow Account") into which Highway 29 will deposit fifteen percent (15%) of the Estimated Project Costs (the "Highway 29 Deposit").

The Escrow Agreement will provide that, upon Completion of the Traffic Control Improvements and acceptance of same by the County and/or TXDOT, K29 shall submit to Highway 29 and the Escrow Agent a request for disbursement of the Highway 29 Deposit based on the actual Project Costs that have been incurred and paid by K29 (the "Payment Request"). The Payment Request shall be accompanied by reasonable supporting documentation evidencing that such Project Costs have been paid by K29 and shall be subject to the reasonable approval of Highway 29, such approval not to be unreasonably withheld, conditioned, or delayed. If Highway 29 fails to provide written notice of its disapproval of the Payment Request within ten (10) days after its receipt of the Payment

Request, the Payment Request shall be deemed approved by Highway 29. Following the Highway 29 approval of the Payment Request, the Escrow Agent shall:

- (i) release the entire Highway 29 Deposit to K29 if the Highway 29 Deposit is equal to Highway 29's Share;
- (ii) release the equivalent of Highway 29's Share from the Highway 29 Deposit to K29 and refund any excess to Highway 29 if the Highway 29 Deposit is *greater than* Highway 29's Share; or
- (iii) release the entire Highway 29 Deposit to K29 if the Highway 29 Deposit is *less than* Highway 29's Share, and Highway 29 shall simultaneously pay to K29 any Highway 29 Share due over and above the Highway 29 Deposit.

1.2 **Takeover Right.** If Completion of the Traffic Control Improvements has not occurred within twenty-four (24) months after the TXDOT Notice Date, irrespective of Force Majeure, then after sixty (60) days' written notice from Highway 29 to K29 with opportunity to cure (in lieu of any notice and cure period under Section 2.1 hereof), Highway 29 shall have the right to take over construction of the Traffic Control Improvements, using the Contractor or a TXDOT approved replacement contractor and replace K29 as the Developing Party. In such event, within ten (10) days after request by Highway 29, K29 shall (i) assign all of its right, title and interest in and to the Plans and Specifications, permits, approvals, warranties, bonds, contracts and agreements for the Traffic Control Improvements to Highway 29 and (ii) deposit with the Escrow Agent eighty-five percent (85%) of all remaining Project Costs (the "K29 Deposit").

The Escrow Agreement will provide that, upon Highway 29's Completion of the Traffic Control Improvements under this Section 1.2 hereof and acceptance of same by the County and/or TXDOT, Highway 29 shall submit to K29 and the Escrow Agent a request for disbursement of the Highway 29 Deposit and K29 Deposit based on the actual Project Costs that have been incurred and paid by Highway 29 (the "Takeover Payment Request"). The Takeover Payment Request shall be accompanied by reasonable supporting documentation evidencing that such Project Costs have been paid by Highway 29 and shall be subject to the reasonable approval of K29, such approval not to be unreasonably withheld, conditioned, or delayed. If K29 fails to provide written notice of its disapproval of the Takeover Payment Request within ten (10) days after its receipt of the Takeover Payment Request, the Takeover Payment Request shall be deemed approved by K29. Following K29 approval of the Takeover Payment Request, the Escrow Agent shall:

- (i) release the entire Highway 29 Deposit to Highway 29;
- (ii) release the entire K29 Deposit to Highway 29 if the K29 Deposit is equal to the K29 Share;
- (iii) release the equivalent of the K29 Share from the K29 Deposit to Highway 29 and refund any excess to K29 if the K29 Deposit is *greater than* the K29 Share; or

- (iv) release the entire K29 Deposit to Highway 29 if the K29 Deposit is *less than* the K29 Share, and K29 shall simultaneously pay to Highway 29 any K29 Share due over and above the K29 Deposit.

1.3 **Force Majeure.** The term “Force Majeure,” as used herein, means an act of God; fire; earthquake; flood; explosion; action of the elements; terrorism; war; riot, mob violence; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; pandemic’ failure of transportation; lawful strike, lockout or action of labor unions; condemnation; court order; law or order of governmental or military authorities; or any other cause, whether similar or dissimilar to the foregoing, that actually causes a delay in the performance of an obligation herein, and is not within the control of the Party claiming the Force Majeure. In no event shall the obligation to pay money be subject to delay by reason of a claim of “Force Majeure.” Each Party shall use reasonable diligence to avoid any Force Majeure event and shall resume performance as promptly as possible after the occurrence of a Force Majeure event.

ARTICLE II General

2.1 **Remedies.** In the case of a default, the defaulting Party shall have ten (10) days to cure such default after a non-defaulting Party has provided the defaulting Party with written notice of such default (“*Notified Default*”); provided, however, if a non-monetary default cannot reasonably be cured within ten (10) days, then, so long as the defaulting Party commences to cure such Notified Default within such initial ten (10) day period and thereafter diligently prosecutes such cure to completion such ten (10) day period will be extended for such period of time as reasonably necessary to cure such default, provided that such cure period shall not exceed a total period of one hundred twenty (120) days for non-monetary defaults. If a Notified Default has occurred and the cure period, or any extensions thereof, have expired, then the non-defaulting Party shall have the right to: (i) enforce the specific performance by the defaulting Party of its obligations hereunder; and/or (ii) sue the defaulting Party for actual and direct (but not consequential, punitive, speculative or special) damages suffered by the non-defaulting Party as a result of such Notified Default. The rights and remedies of the Parties are cumulative and not exhaustive of any rights or remedies to which they would otherwise be entitled. Any funds advanced by the non-defaulting Party towards cure of the Notified Default of the defaulting Party (e.g., the posting or payment of funds required to be posted hereunder by the defaulting Party) shall bear interest and be owing by the defaulting Party to the non-defaulting Party on demand and with interest from the date the funds are advanced by the non-defaulting Party to the defaulting Party until repaid by the defaulting Party at a rate of 15% per annum.

2.2 **Attorneys' Fees.** Any Party to this Agreement who is the prevailing Party in any legal proceeding against any other Party brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party.

2.3 **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given (a) when actually received by that party, or (b) one (1) business day after deposit with nationally recognized overnight

courier, or (c) three (3) days after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party in question at the address indicated hereinbelow, or to a different address as previously given in a notice to the other parties in accordance with the terms hereof:

If to K29:	K29 1941 Investments, LP Attn: Ed Horne 175 Elizabeth Park Blvd. Liberty Hill, Texas 78642
with a copy to:	Armbrust & Brown, PLLC Attn: Daniel Myrick 100 Congress Avenue, Suite 1300 Austin, Texas 78701
If to Highway 29:	Highway 29 Commercial, LLC c/o St. John Properties, Inc. Attn: Brooke Harlander, Regional Partner 3800 North Lamar Blvd., Ste. 200 Austin, Texas 78756
with a copy to:	Highway 29 Commercial, LLC c/o Highway 29 Properties, Inc. Attn: Michelle Van Newkirk 2560 Lord Baltimore Drive Baltimore, Maryland 21244
If to County:	Williamson County Road & Bridge Attn: Adam Boatright, PE 3151 SE Inner Loop Georgetown, Texas 78626

A Party may change its address for notices by notifying the other Party hereunder of such change by ten (10) days advance written notice in accordance with this Section.

2.4 **Further Assurances.** Each Party will, promptly upon the reasonable request of another Party, correct any defect, error or omission which may be discovered in the contents of this Agreement; execute, acknowledge, deliver, procure and record and/or file such further documents (including, without limitation, plats, permit requests, easements, dedications, ratifications, releases, affidavits and certifications) and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purposes of this Agreement, to more fully identify any subject to this Agreement, property and interests intended to be covered; and provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be reasonably necessary, desirable or proper in the reasonable determination of the requesting Party to enable the requesting Party to comply with the requirements or requests of any agency having jurisdiction over the Traffic Control Improvements, or any

portion thereof, provided that neither Party shall be obligated to execute any document or perform any act that may increase the liability of such Party or the obligations of such Party under this Agreement.

2.5 **Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the parties hereto.

2.6 **Law Governing.** This Agreement shall be deemed to be a contract under the laws of the State of Texas which is performable in Williamson County, Texas, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

2.7 **Assignment; Binding Effect.** This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The rights and obligations of K29 hereunder shall run with the K29 Land and the rights and obligations of Highway 29 hereunder shall run with the Highway 29's Land.

2.8 **Invalid Provisions.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained.

2.9 **Amendments.** This Agreement may be amended or otherwise modified from time to time, but only by a writing signed and acknowledged by all of the Parties.

2.10 **Exhibits.** Each reference to an exhibit refers to the applicable exhibit that is attached to this Agreement, which exhibit may be amended by the Parties from time to time in accordance with the provisions of this Agreement. All such exhibits constitute a part of this Agreement.

2.11 **Waivers.** A waiver by a Party of any provision of this Agreement or of any default by any Party must be in writing and no such waiver shall be implied from any omission by a Party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision, covenant or condition contained in this Agreement. The consent or approval by a Party to or of any act or request by another Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. No failure by a Party to insist upon or to enforce any provision of this Agreement, shall constitute or be interpreted as a waiver thereof and no provision of this Agreement shall be interpreted as waived, modified or amended by the acts or conduct of the Parties except as specifically expressed to be such in writing.

2.12 **No Partnership.** Neither anything in this Agreement nor any acts of the Parties shall be construed or deemed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture.

2.13 **Counterparts.** To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart hereof. A facsimile transmission or electronic signature (i.e. DocuSign) shall be deemed to be an original signature.

2.14 **Memorandum.** No Party may record this Agreement. Upon request by any Party, however, the Parties shall execute, deliver and record a memorandum of this Agreement in the form attached hereto as **Exhibit “D”** in the Real Property Records of Williamson County, Texas. Upon Completion of the Traffic Control Improvements and payment of all sums due hereunder, the Parties shall execute, deliver and record a termination and release of such memorandum.

2.15 **Estoppel.** Each Party shall, on not less than twenty-one (21) days' prior written request, execute, acknowledge and deliver to the Party making such request a certification in writing stating whether or not, to its knowledge, a particular Party is in default under the provisions of this Agreement, together with such other relevant information concerning this Agreement as may be reasonably requested (such as whether the TXDOT Notice Date has yet occurred)

2.16 **Interested Parties.** K29 and Highway 29 (hereinafter collectively, the “Contractor”) acknowledges that Texas Government Code Section 2252.908 (as amended, “Section 2252.908”) requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the County. Contractor confirms that it has reviewed Section 2252.908 and if required to do so the Contractor will 1) complete FORM 1295, using the unique County-assigned identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission (“TEC”); and 2) submit to the County the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the County at the same time the Contractor executes and submits this Agreement to the County. Form 1295 is available at the TEC’s website: <https://www.ethics.state.tx.us/filinginfo/1295/>. This Agreement is not effective until the requirements listed above are satisfied and any award of this Agreement by the County is expressly made contingent upon the Engineer’s compliance with such requirements. **The signed Form 1295 may be submitted to the County in electronic format. A separate Form 1295 will be required for any amendments to this Agreement.**

2.17 **Conflicts of Interest.** Contractor acknowledges that Texas Local Government Code Chapter 176 (as amended, “Chapter 176”) requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the County. Contractor confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return FORM CIQ promulgated by the TEC, which is available on the TEC website at <https://www.ethics.state.tx.us/forms/conflict/>, within seven days of the date of submitting this Agreement to the County or within seven

days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

2.18 Verification Under Ch. 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Contractor represents and warrants that at the time of the execution and delivery of the Agreement, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exist to make a profit, boycott Israel or will boycott Israel during the term of the Agreement, or are companies that are identified on a list prepared and maintained by the Comptroller of Public Accounts (the "Comptroller") described in Subchapter B of Chapter 808 of the Texas Government Code and posted on the Comptroller's internet website at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing verification is made solely to comply with Chapter 2271, to the extent such Chapter does not contravene applicable Federal law. As used in the foregoing verification "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Contractor.

2.19 Verification Under Subchapter F, Chapter 2252, Texas Government Code. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "Subchapter F"), Contractor represents and warrants that, neither Contractor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, are companies identified on a list prepared and maintained by the Comptroller described in Subchapter F and posted on the Comptroller's internet website at:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Subchapter F, to the extent such subchapter does not contravene applicable Federal law, and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organizational. Contractor understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor.

2.20 Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274, Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of

Contractor that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms “discriminate against a firearm entity,” “firearm entity,” and “firearm trade association” have the meanings ascribed to them in Section 2274.001 of the Texas Government Code.

2.21 Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies.

If required under Chapter 2276 of the Texas Government Code (as amended, “*Chapter 2276*”), Contractor represents and warrants that, at the time of execution and delivery of the Contract, neither Contractor, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Contractor that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Contract, or are companies that are identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the “*Comptroller*”) described in Subchapter B of Chapter 809 of the Texas Government Code and posted on the Comptroller’s internet website at

<https://comptroller.texas.gov/purchasing/publications/divstment.php>

The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, “boycott energy companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

2.22 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

2.23 County’s Right to Audit. Developing Party agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Developing Party which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Developing Party

agrees that County shall have access during normal working hours to all necessary Developing Party facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Developing Party reasonable advance notice of intended audits.

Exhibits:

- A - K29 Land
- B - Highway 29's Land
- C - Concept Layout of Intersection
- D - Memorandum of Agreement

[SIGNATURE PAGE FOLLOWS]

EXECUTED by the Parties to be effective as of the date first above written.

K29 1941 INVESTMENTS, LP, a Texas limited partnership

By: K29 GP, LLC, a Texas limited liability company, its General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

HIGHWAY 29 COMMERCIAL, LLC, a Maryland limited liability company

By: _____
Name: _____
Title: _____

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

K29 LIENHOLDER CONSENT:

INTERNATIONAL BANK OF COMMERCE,
a Texas banking association

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2024, by _____, _____ of International Bank of Commerce, a Texas banking association, on behalf of said banking association.

(SEAL)

Notary Public Signature

Exhibit "A"

K29 Land

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING ALL OF THAT CERTAIN 136.852 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, ALL IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 136.852 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO K29 1941 INVESTMENTS, LP. BY DEED RECORDED IN DOCUMENT 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 136.852 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at the southwest corner of said 136.852 acre tract of land, being at the southeast corner of Lot 1C, Replat of Lot 1, Braun Commercial, a subdivision recorded in Document Number 2015003274, Official Public Records of Williamson County, Texas, same being on the northeast right-of-way line of State Highway 29 (R.O.W. Varies), also being at the westernmost corner of a called 3.150 acre tract of land (Tract 1) conveyed to Williamson County by deed recorded in Document Number 2021026279, Official Public Records of Williamson County, Texas, for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S52°47'18"E, a distance of 3.49 feet,

THENCE, N15°30'52"E, with the common line of said Lot 1C, said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 228.50 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a southwest corner and the **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S58°44'41"E, a distance of 3.07 feet,

THENCE, N15°30'52"E, with the east line of said Lot 1C, the west line of said 136.852 acre tract of land, the east line of a 2.71 acre tract of land, being a portion of said Lot 1C, conveyed to Williamson County MUD 19 by deed recorded in Document Number 2022110266, Official Public Records, Williamson County, Texas, the east line of Santa Rita Ranch South, Section 13, a subdivision recorded in Document Number 2017112162, Official Public Records, Williamson County, Texas, and the east line of Santa Rita Ranch South, Section 14, a subdivision recorded in Document Number 2016080445, Official Public Records, Williamson County, Texas, a distance of 1705.28 feet to a capped 1/2 inch iron rod found stamped "RJ" for corner,

THENCE, N06°02'12"W, with the west line of said 136.852 acre tract, the east line of said Santa Rita Ranch South, Section 14, the east line of Santa Rita Ranch South, Section 15, a subdivision recorded in Document Number 2015065398, Official Public Records of Williamson County, Texas, and the east line of Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, a subdivision recorded in Document Number 2019114872, Official Public Records of Williamson County, Texas, a distance of 2029.91 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northernmost corner of said 136.852 acre tract, being at an east corner of Lot 1, Block A, said Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, same being at the beginning of a curve to the left in the southwest right-of-way line of Ronald Reagan Boulevard (R.O.W. Varies), for the northernmost corner of the herein described tract of land,

THENCE, with the common line of said Ronald Reagan Boulevard and said 136.852 acre tract of land, the following eleven (11) courses and distances, numbered 1 through 11,

- 1) Along said curve to the left, having a radius of 8100.00 feet, an arc length of 522.90 feet, and a chord that bears S37°33'59"E, a distance of 522.81 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S75°14'57"W, a distance of 1.53 feet,

J: AC3D\5351\SURVEY\FIELD NOTES\FN - 136.852 ACRE - K29.doc

- 2) S39°23'49"E, a distance of 1743.71 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the right, and from which a 1/2 inch iron rod found bears N80°33'02"W, a distance of 0.67 feet,
- 3) Along said curve to the right, having a radius of 3400.00 feet, an arc length of 295.11 feet, and a chord that bears S36°54'38"E, a distance of 295.02 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears N82°21'40"W, a distance of 0.67 feet,
- 4) S55°34'34"W, a distance of 45.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the right,
- 5) Along said curve to the right, having a radius of 3355.00 feet, an arc length of 1480.74 feet, and a chord that bears S21°46'48"E, a distance of 1468.75 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 6) S09°08'10"E, a distance of 262.34 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 7) S07°42'15"E, a distance of 200.06 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 8) S02°00'40"E, a distance of 403.12 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S27°29'23"E, a distance of 0.56 feet,
- 9) S04°50'49"E, a distance of 41.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at a northeast corner of a called 7.923 acre tract of land (Tract 2) conveyed to Williamson County in Document Number 2021026279, Official Public Records of Williamson County, Texas, being at the beginning of a curve to the right, for a southeast corner of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "HAYNIE" on the common line of said Ronald Reagan Boulevard, said 136.852 acre tract of land, and said 7.923 acre tract of land bears S04°50'49"E, a distance of 159.35 feet,

THENCE, over and across said 136.852 acre tract, and with the north line of said 7.923 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

- 1) Along said curve to the right, having a radius of 620.00 feet, an arc length of 654.67 feet, and a chord that bears S53°03'30"W, a distance of 624.67 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right,
- 2) Along said curve to the right, having a radius of 2490.00 feet, an arc length of 236.13 feet, and a chord that bears N76°23'35"W, a distance of 236.04 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right, and
- 3) Along said curve to the right, having a radius of 2255.00 feet, an arc length of 142.46 feet, and a chord that bears N72°06'47"W, a distance of 142.43 feet to a capped 1/2 inch iron rod set stamped "SETSTONE" in an interior line of said 136.852 acre tract, being in the north line of said 7.923 acre tract of land, same being at an east corner of a called 3.764 acre tract of land (Tract 3) conveyed to K29 1941 Investments, LP. by deed recorded in Document Number 2021170466, Official Public Records of Williamson County, Texas, for a south corner of the herein described tract of land,


THENCE, N36°40'06"E, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, a distance of 125.79 feet to a 1/2 inch iron rod found at the easternmost corner of said 3.764 acre tract of land, for a southern interior corner of the herein described tract of land,

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

THENCE, N59°21'21"W, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, passing the northernmost corner of said 3.764 acre tract of land, being at the easternmost corner of a called 5.00 acre tract of land conveyed to LB Woodlands LLC by deed recorded in Document Number 2021094661, Official Public Records, Williamson County, Texas, and continuing for a total distance of 1172.52 feet to a 1/2 inch iron rod found at the northernmost corner of said 5.00 acre tract of land, being at a southern interior corner of said 136.852 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, S30°39'39"W, with the common line of said 136.852 acre tract and said 5.00 acre tract of land, a distance of 158.27 feet to 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the northeast corner of said 3.150 acre tract, being in the west line of said 5.00 acre tract, same being at an angle corner on the south line of said 136.852 acre tract of land, for a southern corner of the herein described tract of land,

THENCE, N58°44'41"W, with the common line of said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 655.84 feet to the **POINT OF BEGINNING** and containing 136.852 acres of land, as shown on the attached sketch.

Surveyed by:  9/1/2023
Aaron V. Thomason; R.P.L.S. NO. 6214
Carlson; Brigance and Doering; Inc.
Reg. # 10024900
5501 West William Cannon
Austin; TX 78749
Ph: 512-280-5160
Aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

J: AC3D\5351\SURVEY\FIELD NOTES\FN - 136.852 ACRE - K29.doc

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 800'

LEGEND

- CAPPED 1/2" IRON ROD FOUND
- STAMPED "CBD SETSTONE" (UNLESS NOTED)
- CAPPED 1/2" CAPPED IRON ROD SET
- STAMPED "CBD SETSTONE"
- △ CALCULATED POINT



SHEET 1 OF 5

BEARING BASE: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
 TITLE: ID #1791 REG. # 3003400
 CIVIL ENGINEERING SURVEYING
 5401 West Loop West, Suite 200
 Houston, Texas 77056
 Phone No. (832) 286-5160 Fax No. (832) 286-5165

J:\AC3D\5351\Survey\M&B - 136.852 ACRES - K29

SKETCH TO ACCOMPANY FIELD NOTES

SCALE: 1" = 300'



WILLIAMSON COUNTY MUD NO. 19 (2.71 ACRES) DOC. NO. 2022110286 O.P.R.W.C.TX.
 LOT 1C REPLAT OF LOT 1, BRAUN COMMERCIAL DOC. NO. 2015003274

POINT OF BEGINNING

N15°30'52"E
1705.28'

WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453

136,852 ACRES
K29 1941 INVESTMENTS, LP. (TRACT 1) (136,852 ACRES) DOC. NO. 2021170466 O.P.R.W.C.TX.

GREENLEAF FISK SURVEY, ABSTRACT NO. 5

RONALD REAGAN BLVD. (R.O.W. VARIES)

POINT OF COMMENCEMENT

N59°44'41"W 655.84'
WILLIAMSON COUNTY (3,150 ACRES) (TRACT 1) DOC. NO. 2021028278

LB WOODLANDS, LLC (5,000 ACRES) DOC. NO. 2021094661 O.P.R.W.C.TX.

N59°21'21"W 1172.52'
K29 1941 INVESTMENTS, LP. (3,764 ACRES) (TRACT 2) DOC. NO. 2021170466 O.P.R.W.C.TX.

STATE HIGHWAY 29 (R.O.W. VARIES)

WILLIAMSON COUNTY (7,923 ACRES) (TRACT 2) DOC. NO. 2021028279
 WILLIAMSON COUNTY (7,923 ACRES) (TRACT 2) DOC. NO. 2021028279

- LEGEND**
- CAPPED 1/2" IRON ROD FOUND
 - STAMPED "CBD SETSTONE" (UNLESS NOTED)
 - CAPPED 1/2" CAPPED IRON ROD SET
 - STAMPED "CBD SETSTONE"
 - △ CALCULATED POINT



9/1/2023

SHEET 2 OF 5

Carlson, Brigance & Doering, Inc.
 TRUSTED SURVEYORS
 REF. # 00000000

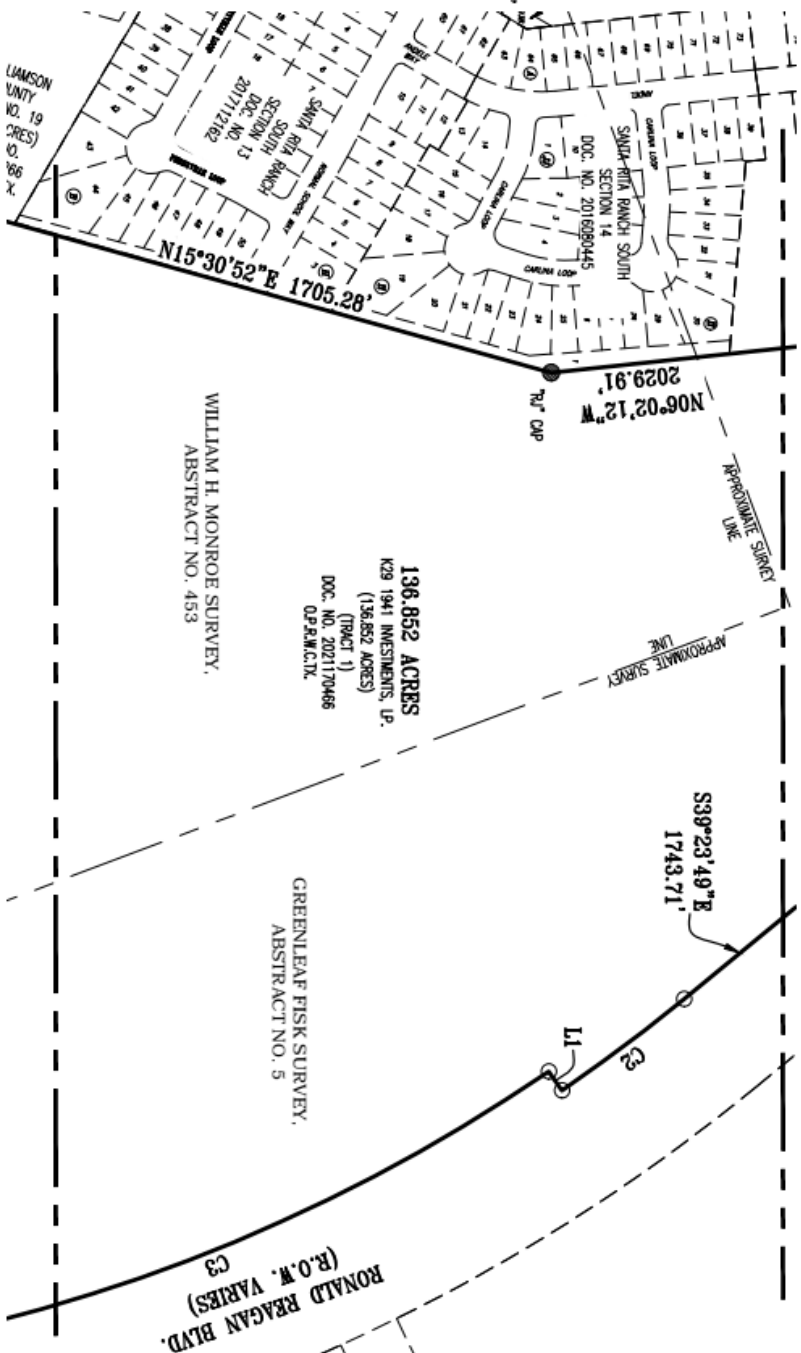
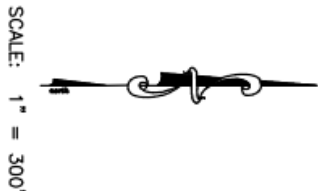
Civil Engineering
 5501 West William Connor
 Austin, Texas 78749
 Phone No. (512) 286-5160 Fax No. (512) 286-5165

Surveying
 5501 West William Connor
 Austin, Texas 78749
 Phone No. (512) 286-5160 Fax No. (512) 286-5165

BEARING BRSS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), MGRS

J:\AC3D\5351\Survey\M&B - 136,852 ACRES - K29

SKETCH TO ACCOMPANY FIELD NOTES



9/11/2023

- LEGEND**
- CAPPED 1/2" IRON ROD FOUND
 - STAMPED "CBD SETSTONE" (UNLESS NOTED)
 - CAPPED 1/2" CAPPED IRON ROD SET
 - △ STAMPED "CBD SETSTONE"
 - △ CALCULATED POINT

SHEET 3 OF 5

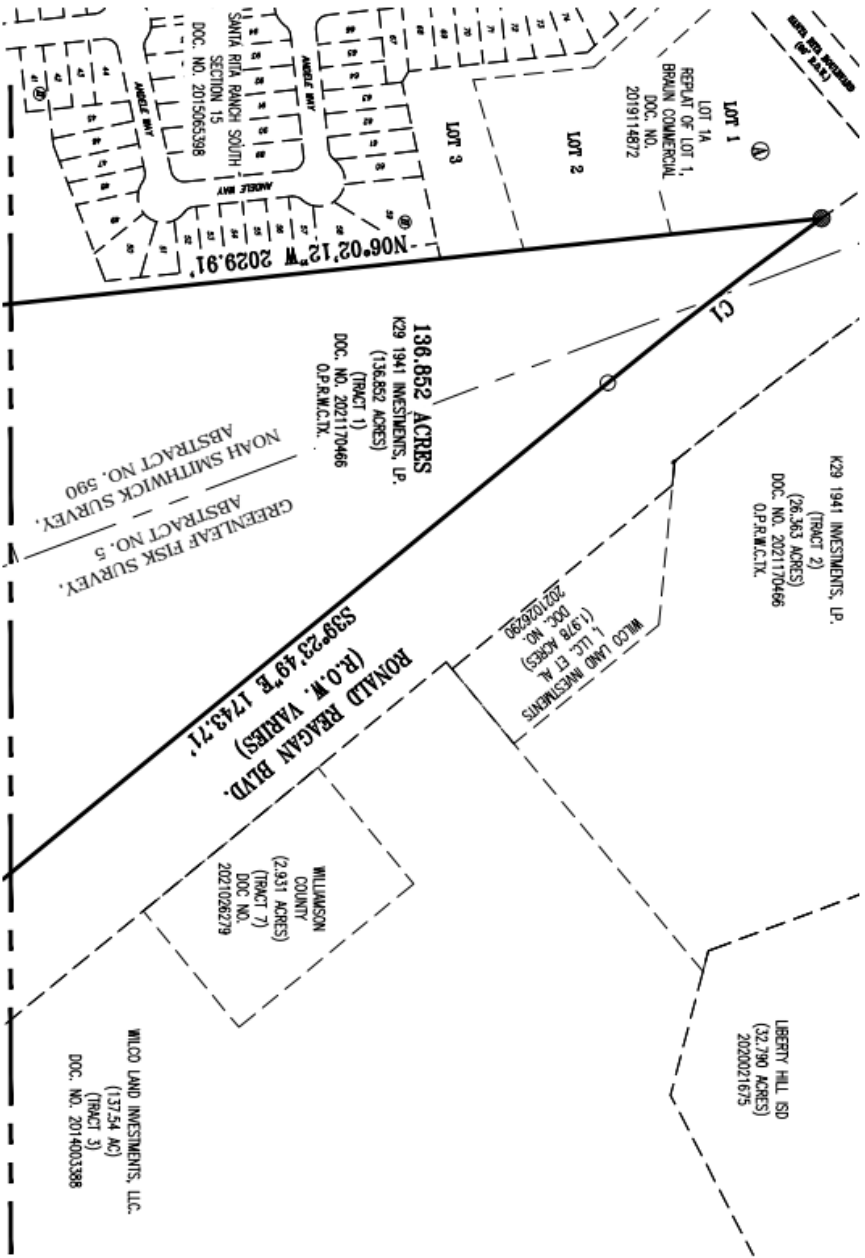
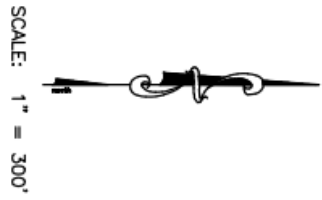
BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigrace & Doering, Inc.
 (TRAIL ID: BR3701) REG. # 11002500

Equal Employment Opportunity
 5901 West Williams
 Phoenix, AZ 85042
 Phone No. (512) 288-5160 Fax No. (512) 288-5165

J:\AC3D\5351\Survey\M&B - 136.852 ACRES - K29

SKETCH TO ACCOMPANY FIELD NOTES



- LEGEND**
- CAPPED 1/2" IRON ROD FOUND
 - STAMPED "CBD SETSTONE" (UNLESS NOTED)
 - CAPPED 1/2" CAPPED IRON ROD SET
 - △ STAMPED "CBD SETSTONE"
 - △ CALCULATED POINT

SHEET 4 OF 5

BEARING BRSS. TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigrance & Doering, Inc.

TRUSTED SURVEYORS

Professional Engineer
5001 West William Cannon
Phoen. No. (512) 290-5160

Surveyors
Austin, Texas 78749
Phoen. No. (512) 290-5165

J:\ACSD\5351\Survey\M&B - 136.852 ACRES - K29

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	45.00	S55°34'34"W
L2	262.34	S09°08'10"E
L3	200.06	S07°42'15"E
L4	403.12	S02°00'40"E
L5	41.21	S04°50'49"E
L6	125.79	N36°40'06"E
L7	158.27	S30°39'39"W
L8	159.35	S04°50'49"E
L9	228.50	N15°30'52"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	522.90	8100.00	S37°33'59"E	522.81	261.54	3°41'55"
C2	295.11	3400.00	S36°54'38"E	295.02	147.65	4°58'23"
C3	1480.74	3355.00	S21°46'48"E	1468.75	752.63	25°17'16"
C4	654.67	620.00	S53°03'30"W	624.67	361.57	60°29'58"
C5	236.13	2490.00	N76°23'35"W	236.04	118.15	5°26'00"
C6	142.46	2255.00	N72°06'47"W	142.43	71.25	3°37'11"

SHEET 5 OF 5

J:\AC3D\5351\Survey\M&B - 136.852 ACRES - K29

BEARING BASE: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83



Carlson, Brignace & Doering, Inc.

TRIAL ID: 012791 REG. # 1102000

Civil Engineering Surveying
5001 West Williams Canyon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

Exhibit "B"

Highway 29 Land

50.787 Acres (2,212,274 square feet) of land out of the William H. Monroe Survey, Abstract No. 453, being described as all of the remaining portions of those certain 52.35 Acre and 0.881 Acre tracts of land described in a deed to Zekelman Property Leander 53, LLC, dated August 24, 2021, recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas, said 50.787 Acres being more particularly described as follows:

BEGINNING at the northwest corner of said 52.35 Acres, same being the northeast corner of a 10.97 Acre tract of land described in a deed to Global Investors Hwy29, LLC, dated March 10, 2021, and recorded in Document No. 2021035361 of the Official Public Records of Williamson County, Texas, same being a point in the southwesterly line of State Highway 29, a variable-width public right-of-way, said corner being marked by a found 1/2" iron rod;

THENCE S 58°43'28" E 996.25' with the northeast line of said 52.35 Acres and the southwest line of said Highway 29 to the beginning of a curve to the left, said corner being marked by a found 1/2" iron rod;

THENCE with the curving southwest line of said Highway 29, said curve having an **ARC LENGTH** of **430.45'**, a **RADIUS** of **2914.79'**, a **CHORD BEARING** of **S 63°01'13" E**, and a **CHORD LENGTH** of **430.06'**, at an arc length of 286.18' passing the northeast corner of said 52.35 Acres and the northwest corner of said 0.881 Acres, said corner being marked by a found 1/2" Iron Rod, and continuing 144.27' to the northeast corner of said 0.881 Acres, same being the northernmost northwest corner of the remaining portion of that certain 32.266 Acre tract of land described in a deed to Gateway 29 Real Estate, LLC, dated February 8, 2021, recorded in Document No. 2021019843 of the Official Public Records of Williamson County, Texas, same being the north corner of that certain 2.457 Acre tract of land described in a deed to Gateway 29 Real Estate LLC, dated July 12, 2023, recorded in Document No. 2023061605 of the Official Public Records of Williamson County, Texas for the northeast corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE S 14°35'16" W 327.37' with the westerly line of said 2.457 Acres and an easterly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 37.89' passing the southwesterly line of said remaining portion of 0.881 Acres and a northeasterly line of said 52.35 Acres, continuing to the southwest corner of said 2.457

Acres, for an interior corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 75°24'05" E 653.99' with the southerly line of said 2.457 Acres and a northerly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 589.91' passing a northeasterly line of said remaining portion of 52.35 Acres and the southwesterly line of said remaining portion of 0.881 Acres, continuing to a point in the southwesterly line of said remaining portion of 32.266 Acres for the southeast corner of said 2.457 Acres and a northeast corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 48°48'42" E 495.18' with the northeast line of said 0.881 Acres and a southwest line of said 32.266 Acres to the southeast corner of said 0.881 Acres, for the southeast corner hereof, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 41°09'09" W 29.59' with the southeast line of said remaining portion of 0.881 Acres and a northwest line of said remaining portion of 32.266 Acres, to the southwest corner of said remaining portion of 0.881 Acres and the southeast corner of said remaining portion of 52.35 Acres, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 69°56'04" W 364.77' with a southeasterly line of said remaining portion of 52.35 Acres to a south corner of said tract, said corner being marked by a found 1/2" iron rod, and from which a 1-1/2" iron pipe found marking an interior corner of a 14.000 Acre tract described in a deed to Zekelman Property Leander 53, LLC, dated October 15, 2021, recorded under Document No. 2021159540 of the Official Public Records of Williamson County, Texas, bears N 28°03'01" W 0.76'

THENCE N 76°09'11" W 1939.61' with a southwest line of said remaining portion of 52.35 Acres, at 945.57' passing 0.24' to the left of a 1/2" iron rod found marking the northwest corner of said 14.000 Acres, same being the northeast corner of Kauffman Loop, a 100'-wide public right-of-way recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas; at 1066.34' passing an iron rod with identifier cap stamped, "RPLS 2218", found marking the northwest corner of said Kauffman Loop; at 1823.95' passing a found 1/2" iron rod; and continuing to an interior corner of said remaining portion of 52.35 Acres, said corner being marked by a found 1/2" iron rod;

THENCE S 31°16'38" W 730.17' with a southeast line of said remaining portion of 52.35 Acres, at 270.08' passing a found 1/2" iron rod, and continuing to the southernmost southwest corner of said remaining portion of 52.35 Acres, same being a point in the northeast line of Lot 33, Block A of Bonnet Tract Subdivision, a subdivision located in the City of Leander, according to the map or plat thereof, recorded in Document No. 2020107539 of the Official Public Records of Williamson County, Texas, said corner being marked by a found 1/2" iron rod;

THENCE with a southwest line of said remaining portion of 52.35 Acres and the northeast line of said Bonnet Tract Subdivision, the following **TWO (2) COURSES AND DISTANCES:**

N 20°36'10" W 396.87' to a point in said common line between the remaining portion of 52.35 Acres and Bonnet Tract, said corner being marked by a found 1/2" iron rod;

N 20°11'30" W 303.24' to the westernmost southwest corner of said remaining portion of 52.35 Acres, same being the southeast corner of said 10.97 Acres, for the westerly-most southwest corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE N 31°15'28" E 1370.14' with the northwest line of said remaining portion of 52.35 Acres and the southeast line of said 10.97 Acres to the **POINT OF BEGINNING** of the herein described tract of land, said tract containing **50.787 Acres (2,212,274 Square Feet)**, more or less. Bearings are relative to the State Plane Coordinate System, North American Datum of 1983(2011), Texas Central Zone (4203). Distances and areas reflect the application of a combined scale factor of 1.00012 and thus represent surface measurements.

Exhibit "C"

Concept Layout of the Intersection

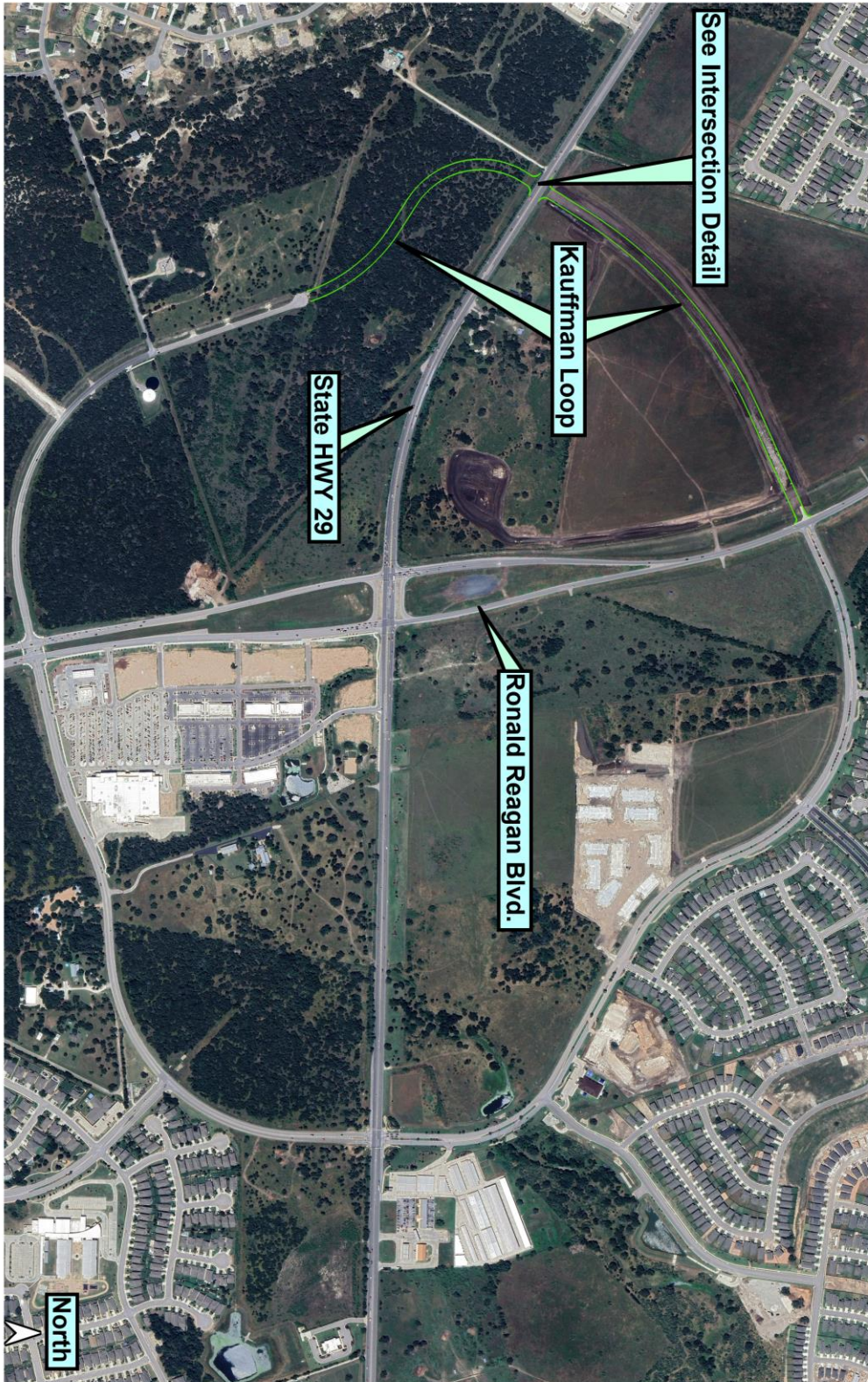
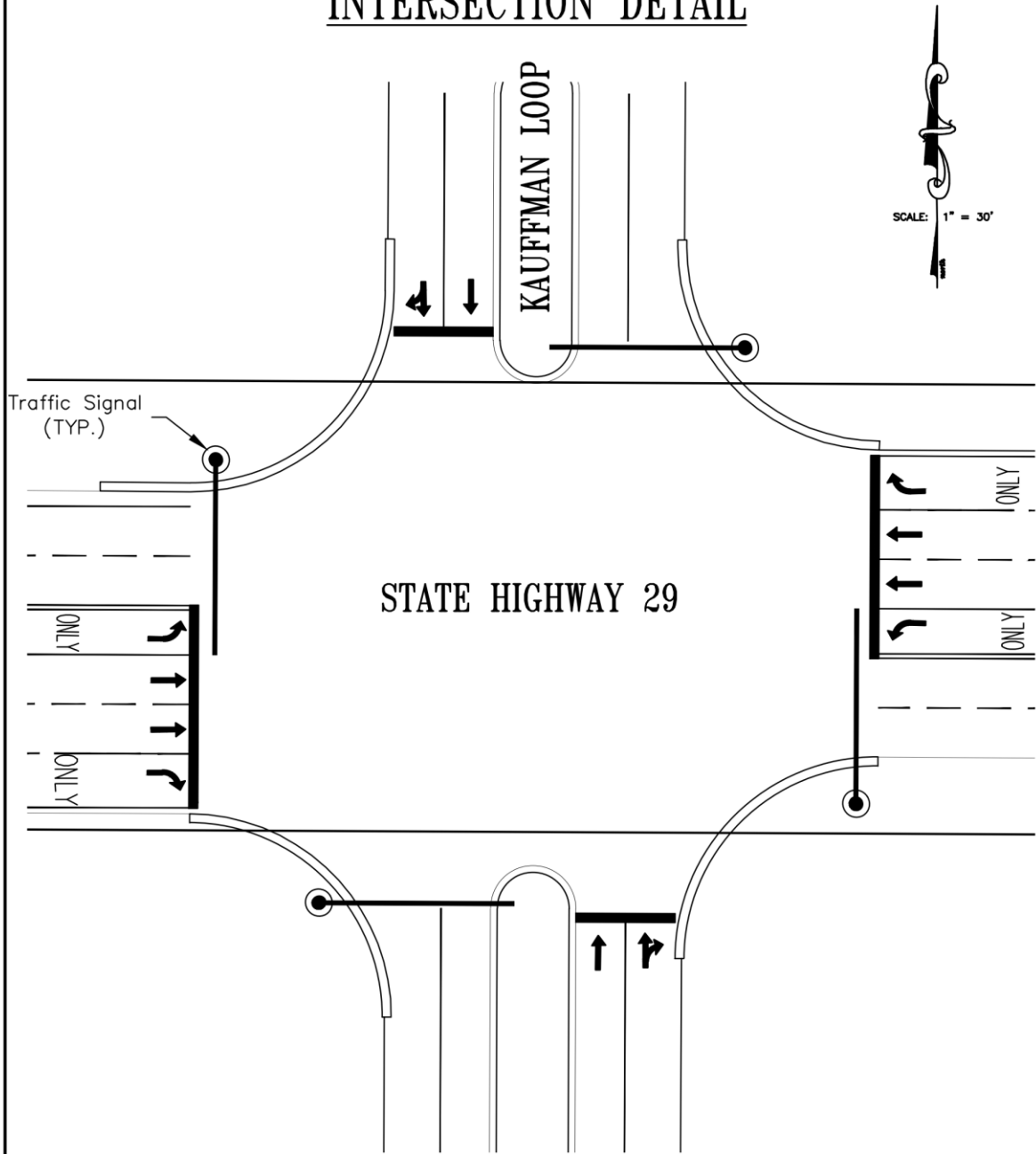


EXHIBIT "C" Aerial

INTERSECTION DETAIL



SCALE: 1" = 30'

Traffic Signal
(TYP.)

STATE HIGHWAY 29

KAUFFMAN LOOP

	Carlson, Brigrance & Doering, Inc.	
	FIRM ID #F3791	REG. # 10024900
Civil Engineering	Surveying	
4301 West William Cannon	Austin, Texas 78749	
Phone No. (512) 280-5160	Fax No. (512) 280-5165	

J:\AC3D\5444\dwg_EXHIBIT C - HWY 29

Exhibit "D"

Memorandum of Agreement

MEMORANDUM OF TRAFFIC CONTROL IMPROVEMENTS AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON§

Notice is hereby given that K29 1941 Investments, LP, a Texas limited partnership (hereinafter, "K29"), Highway 29 Commercial, LLC, a Maryland limited liability company (hereinafter, "Highway 29"), and Williamson County, Texas, a political subdivision organized and existing under the laws of the State of Texas (hereinafter, "County"), have entered into a Traffic Control Improvements Agreement ("Traffic Control Agreement") with respect to the property owned by K29 which is more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "K29 Land") and the property owned by Highway 29 which is more fully described on Exhibit B, attached hereto and incorporated herein by reference (the "Highway 29 Land"). The Traffic Control Agreement provides, among other things, for the construction and financing by K29, Highway 29, and the County of a certain traffic signaling device(s) and other necessary and associated improvements (the "Traffic Control Improvements") at the intersection of Texas State Highway 29 and Kauffman Loop, east of Ronald Reagan Boulevard, in Williamson County, Texas.

The provisions of the Traffic Control Agreement constitute covenants running with the land comprising the K29 Land and the Highway 29 Land, and all of the provisions of the Traffic Control Agreement will be binding upon and inure to the benefit of K29, Highway 29, their respective successors and assigns, and the subsequent owner(s) of all or any part of the K29 Land and the Highway 29 Land until the full completion of the Traffic Control Improvements and acceptance of same by the County.

This instrument does not alter, amend or modify the Traffic Control Agreement, but is executed for the purpose of confirming and giving notice of the Traffic Control Agreement, and the fact that the obligations arising thereunder will run with the land comprising the K29 Land and the Highway 29 Land.

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K29 1941 INVESTMENTS, LP, a Texas limited partnership

By: K29 GP, LLC, a Texas limited liability company, its General Partner

By: MREM Texas Manager, LLC, a Delaware limited liability company, its Manager

By: _____
James Edward Horne, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by James Edward Horne, Vice President of MREM Texas Manager, LLC, a Delaware limited liability company, as Manager of K29 GP, LLC, a Texas limited liability company, the General Partner of K29 1941 Investments LP, a Texas limited partnership, on behalf of said company and limited partnership.

(SEAL)

Notary Public, State of Texas

1.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

K29 LIENHOLDER CONSENT:

INTERNATIONAL BANK OF COMMERCE, a
Texas banking association

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the ____ day of _____, 2024, by
_____, _____ of International Bank of
Commerce, a Texas banking association, on behalf of said banking association.

(SEAL)

Notary Public Signature

HIGHWAY 29 COMMERCIAL, LLC,
a Maryland limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF MARYLAND §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
2024, by _____, _____ of Highway 29 Commercial, a Maryland
limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Maryland

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2024, by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

(SEAL)

Notary Public, State of Texas

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Exhibit "A"

K29 Land

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

FIELD NOTES

BEING ALL OF THAT CERTAIN 136.852 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, AND THE NOAH SMITHWICK SURVEY, ABSTRACT NUMBER 590, ALL IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 136.852 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO K29 1941 INVESTMENTS, LP. BY DEED RECORDED IN DOCUMENT 2021170466, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 136.852 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found at the southwest corner of said 136.852 acre tract of land, being at the southeast corner of Lot 1C, Replat of Lot 1, Braun Commercial, a subdivision recorded in Document Number 2015003274, Official Public Records of Williamson County, Texas, same being on the northeast right-of-way line of State Highway 29 (R.O.W. Varies), also being at the westernmost corner of a called 3.150 acre tract of land (Tract 1) conveyed to Williamson County by deed recorded in Document Number 2021026279, Official Public Records of Williamson County, Texas, for the **POINT OF COMMENCEMENT** of the herein described tract of land, and from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S52°47'18"E, a distance of 3.49 feet,

THENCE, N15°30'52"E, with the common line of said Lot 1C, said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 228.50 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for a southwest corner and the **POINT OF BEGINNING** of the herein described tract of land, from which a 1/2 inch iron rod found with aluminum cap stamped "WILCO" bears S58°44'41"E, a distance of 3.07 feet,

THENCE, N15°30'52"E, with the east line of said Lot 1C, the west line of said 136.852 acre tract of land, the east line of a 2.71 acre tract of land, being a portion of said Lot 1C, conveyed to Williamson County MUD 19 by deed recorded in Document Number 2022110266, Official Public Records, Williamson County, Texas, the east line of Santa Rita Ranch South, Section 13, a subdivision recorded in Document Number 2017112162, Official Public Records, Williamson County, Texas, and the east line of Santa Rita Ranch South, Section 14, a subdivision recorded in Document Number 2016080445, Official Public Records, Williamson County, Texas, a distance of 1705.28 feet to a capped 1/2 inch iron rod found stamped "RJ" for corner,

THENCE, N06°02'12"W, with the west line of said 136.852 acre tract, the east line of said Santa Rita Ranch South, Section 14, the east line of Santa Rita Ranch South, Section 15, a subdivision recorded in Document Number 2015065398, Official Public Records of Williamson County, Texas, and the east line of Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, a subdivision recorded in Document Number 2019114872, Official Public Records of Williamson County, Texas, a distance of 2029.91 feet to a capped 1/2 inch iron rod found stamped "CBD SETSTONE" at the northernmost corner of said 136.852 acre tract, being at an east corner of Lot 1, Block A, said Santa Rita South Commercial, Replat of Braun Commercial Lot 1A, same being at the beginning of a curve to the left in the southwest right-of-way line of Ronald Reagan Boulevard (R.O.W. Varies), for the northernmost corner of the herein described tract of land,

THENCE, with the common line of said Ronald Reagan Boulevard and said 136.852 acre tract of land, the following eleven (11) courses and distances, numbered 1 through 11,

- 1) Along said curve to the left, having a radius of 8100.00 feet, an arc length of 522.90 feet, and a chord that bears S37°33'59"E, a distance of 522.81 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S75°14'57"W, a distance of 1.53 feet,

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- 2) S39°23'49"E, a distance of 1743.71 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at the beginning of a curve to the right, and from which a 1/2 inch iron rod found bears N80°33'02"W, a distance of 0.67 feet,
- 3) Along said curve to the right, having a radius of 3400.00 feet, an arc length of 295.11 feet, and a chord that bears S36°54'38"E, a distance of 295.02 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears N82°21'40"W, a distance of 0.67 feet,
- 4) S55°34'34"W, a distance of 45.00 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner at the beginning of a curve to the right,
- 5) Along said curve to the right, having a radius of 3355.00 feet, an arc length of 1480.74 feet, and a chord that bears S21°46'48"E, a distance of 1468.75 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 6) S09°08'10"E, a distance of 262.34 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 7) S07°42'15"E, a distance of 200.06 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner,
- 8) S02°00'40"E, a distance of 403.12 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for corner, and from which a 1/2 inch iron rod found bears S27°29'23"E, a distance of 0.56 feet,
- 9) S04°50'49"E, a distance of 41.21 feet to a capped 1/2 inch iron rod set stamped "CBD SETSTONE" at a northeast corner of a called 7.923 acre tract of land (Tract 2) conveyed to Williamson County in Document Number 2021026279, Official Public Records of Williamson County, Texas, being at the beginning of a curve to the right, for a southeast corner of the herein described tract of land, from which a capped 1/2 inch iron rod found stamped "HAYNIE" on the common line of said Ronald Reagan Boulevard, said 136.852 acre tract of land, and said 7.923 acre tract of land bears S04°50'49"E, a distance of 159.35 feet,

THENCE, over and across said 136.852 acre tract, and with the north line of said 7.923 acre tract of land, the following three (3) courses and distances, numbered 1 through 3,

- 1) Along said curve to the right, having a radius of 620.00 feet, an arc length of 654.67 feet, and a chord that bears S53°03'30"W, a distance of 624.67 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right,
- 2) Along said curve to the right, having a radius of 2490.00 feet, an arc length of 236.13 feet, and a chord that bears N76°23'35"W, a distance of 236.04 feet to a 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the beginning of a curve to the right, and
- 3) Along said curve to the right, having a radius of 2255.00 feet, an arc length of 142.46 feet, and a chord that bears N72°06'47"W, a distance of 142.43 feet to a capped 1/2 inch iron rod set stamped "SETSTONE" in an interior line of said 136.852 acre tract, being in the north line of said 7.923 acre tract of land, same being at an east corner of a called 3.764 acre tract of land (Tract 3) conveyed to K29 1941 Investments, LP. by deed recorded in Document Number 2021170466, Official Public Records of Williamson County, Texas, for a south corner of the herein described tract of land,


THENCE, N36°40'06"E, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, a distance of 125.79 feet to a 1/2 inch iron rod found at the easternmost corner of said 3.764 acre tract of land, for a southern interior corner of the herein described tract of land,

136.852 ACRES
WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453
GREENLEAF FISK SURVEY, ABSTRACT NO. 5
NOAH SMITHWICK SURVEY, ABSTRACT NO. 590
WILLIAMSON COUNTY, TEXAS

THENCE, N59°21'21"W, with the common line of said 136.852 acre tract of land and said 3.764 acre tract of land, passing the northernmost corner of said 3.764 acre tract of land, being at the easternmost corner of a called 5.00 acre tract of land conveyed to LB Woodlands LLC by deed recorded in Document Number 2021094661, Official Public Records, Williamson County, Texas, and continuing for a total distance of 1172.52 feet to a 1/2 inch iron rod found at the northernmost corner of said 5.00 acre tract of land, being at a southern interior corner of said 136.852 acre tract of land, for a southern interior corner of the herein described tract of land,

THENCE, S30°39'39"W, with the common line of said 136.852 acre tract and said 5.00 acre tract of land, a distance of 158.27 feet to 1/2 inch iron rod found with aluminum cap stamped "WILCO" at the northeast corner of said 3.150 acre tract, being in the west line of said 5.00 acre tract, same being at an angle corner on the south line of said 136.852 acre tract of land, for a southern corner of the herein described tract of land,

THENCE, N58°44'41"W, with the common line of said 136.852 acre tract, and said 3.150 acre tract of land, a distance of 655.84 feet to the **POINT OF BEGINNING** and containing 136.852 acres of land, as shown on the attached sketch.

Surveyed by:  9/1/2023
Aaron V. Thomason; R.P.L.S. NO. 6214
Carlson; Brigance and Doering; Inc.
Reg. # 10024900
5501 West William Cannon
Austin; TX 78749
Ph: 512-280-5160
Aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

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SKETCH TO ACCOMPANY FIELD NOTES



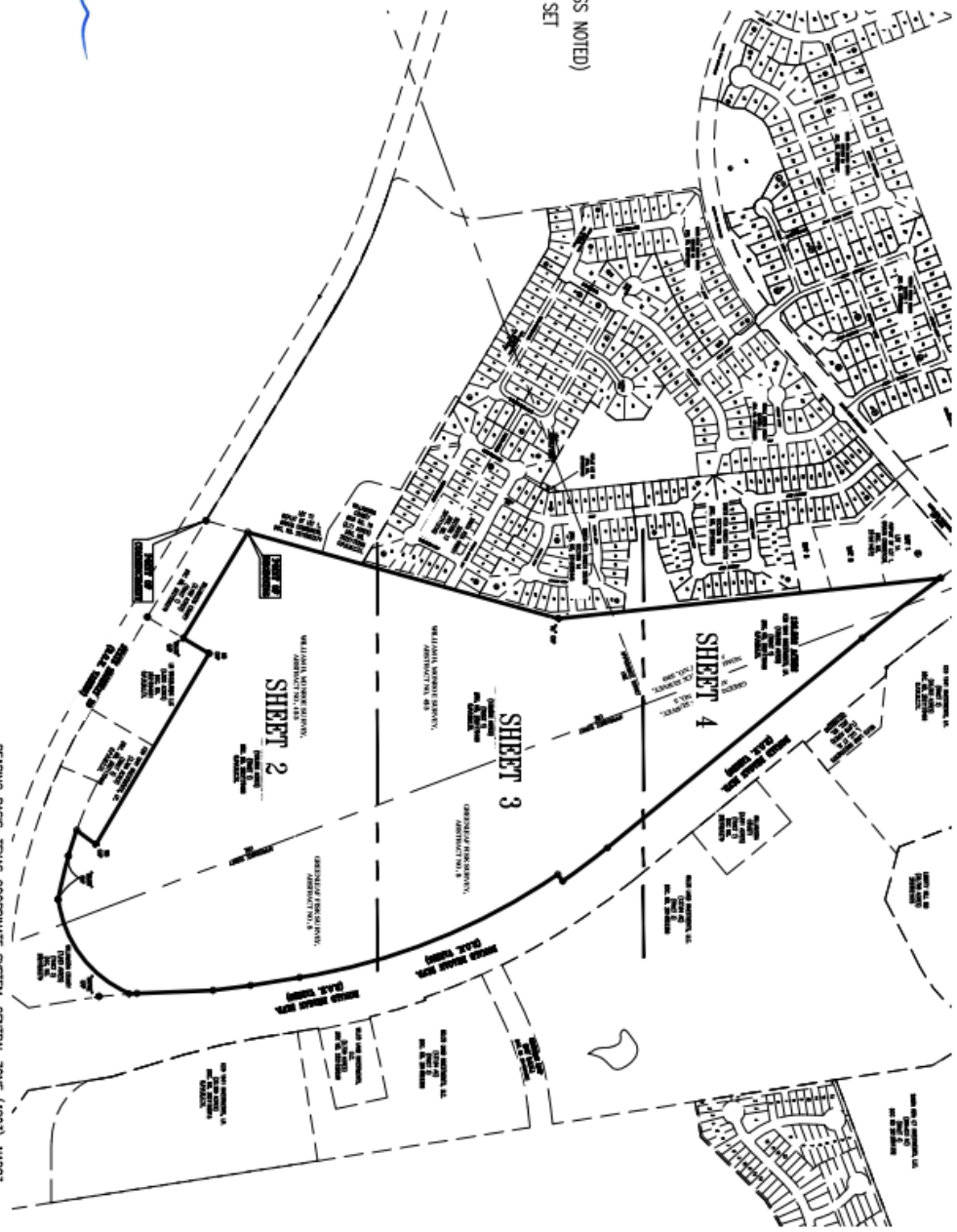
SCALE: 1" = 800'

LEGEND

- CAPPED 1/2" IRON ROD FOUND
- STAMPED "CBD SETSTONE" (UNLESS NOTED)
- CAPPED 1/2" CAPPED IRON ROD SET
- STAMPED "CBD SETSTONE"
- △ CALCULATED POINT



9/11/2023



SHEET 1 OF 5

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigance & Doering, Inc.
 TITLE ID: 5351
 REG. # 3005400

Civil Engineering
 Surveying
 Professional Engineer
 Registered Professional Surveyor
 License No. 5121-2865160 License No. 5121-2865165

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SKETCH TO ACCOMPANY FIELD NOTES

SCALE: 1" = 300'



WILLIAMSON COUNTY MUD NO. 19 (2.71 ACRES) DOC. NO. 2022110266 O.P.R.W.C.TX.
 LOT 1C REPLAT OF LOT 1, BRAUN COMMERCIAL DOC. NO. 2015003274

POINT OF BEGINNING
 N15°30'52"E
 1705.28'

WILLIAM H. MONROE SURVEY,
 ABSTRACT NO. 453

136,852 ACRES
 K29 1941 INVESTMENTS, LP.
 (TRACT 1)
 (136,852 ACRES)
 DOC. NO. 2021170466
 O.P.R.W.C.TX.

GREENLEAF FISK SURVEY,
 ABSTRACT NO. 5

RONALD REAGAN BLVD.
 (R.O.W. VARIES)

POINT OF COMMENCEMENT

WILLIAMSON COUNTY (3,150 ACRES) (TRACT 1) DOC. NO. 2021028278

LB WOODLANDS, LLC (5,000 ACRES) DOC. NO. 2021094661 O.P.R.W.C.TX.

K29 1941 INVESTMENTS, LP. (3,764 ACRES) (TRACT 2) DOC. NO. 2021170466 O.P.R.W.C.TX.

WILLIAMSON COUNTY (7,923 ACRES) (TRACT 2) DOC. NO. 2021028278

STATE HIGHWAY 29
 (R.O.W. VARIES)

- LEGEND**
- CAPPED 1/2" IRON ROD FOUND
 - STAMPED "CBD SETSTONE" (UNLESS NOTED)
 - CAPPED 1/2" CAPPED IRON ROD SET
 - STAMPED "CBD SETSTONE"
 - △ CALCULATED POINT



9/1/2023

SHEET 2 OF 5

BEARING BASE: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

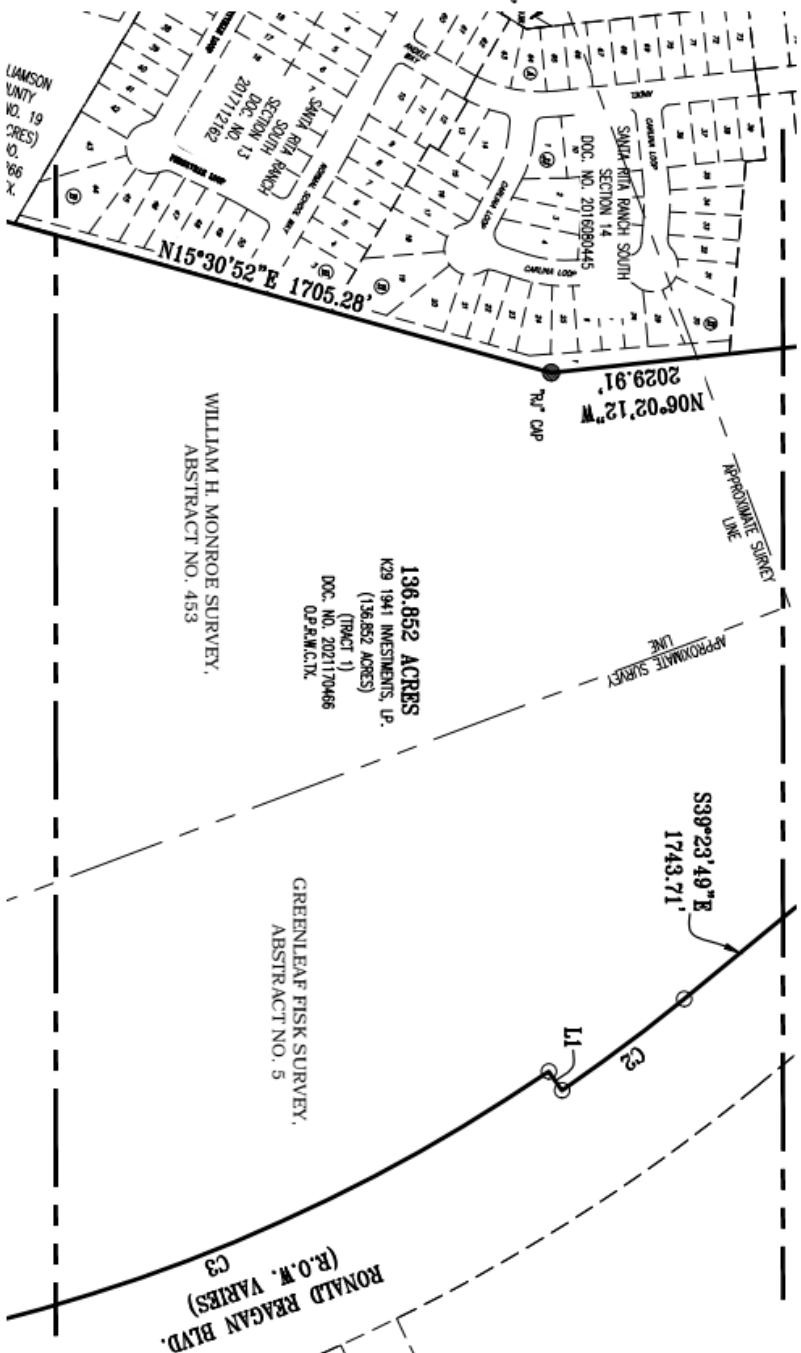
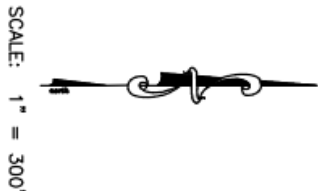
Carlson, Brigrance & Doering, Inc.
 TRUSTED SURVEYORS REG. # 0000000

Civil Engineering
 5501 West William Connor
 Austin, Texas 78749
 Phone No. (512) 288-5160 Fax No. (512) 288-5165

Surveying
 5501 West William Connor
 Austin, Texas 78749
 Phone No. (512) 288-5160 Fax No. (512) 288-5165

J:\AC3D\5351\Survey\M&B - 136,852 ACRES - K29

SKETCH TO ACCOMPANY FIELD NOTES



9/11/2023

- LEGEND**
- CAPPED 1/2" IRON ROD FOUND
 - STAMPED "CBD SETSTONE" (UNLESS NOTED)
 - CAPPED 1/2" CAPPED IRON ROD SET
 - △ STAMPED "CBD SETSTONE"
 - ▲ CALCULATED POINT

SHEET 3 OF 5

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

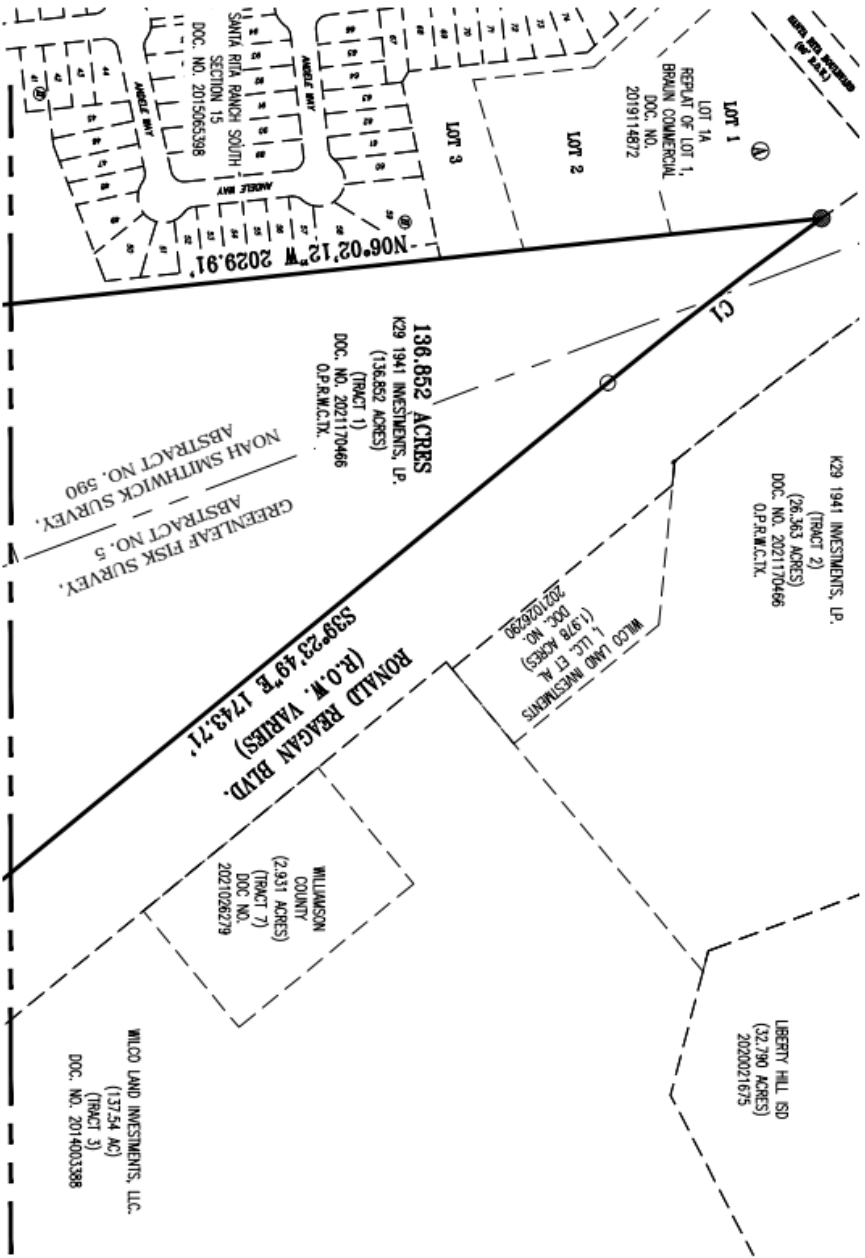
Carlson, Brigrance & Doering, Inc.
 (TRUSTED SURVEYOR) REG. # 10025000

Chief Estimator: 5901 West Williams, Houston, TX 77069
 Phone No. (512) 288-5160

Surveyor: 5901 West Williams, Houston, TX 77069
 Phone No. (512) 288-5165

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SKETCH TO ACCOMPANY FIELD NOTES



- LEGEND**
- CAPPED 1/2" IRON ROD FOUND
 - STAMPED "CBD SETSTONE" (UNLESS NOTED)
 - CAPPED 1/2" CAPPED IRON ROD SET
 - △ STAMPED "CBD SETSTONE"
 - △ CALCULATED POINT

SHEET 4 OF 5

BEARING BRSS. TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

Carlson, Brigrance & Doering, Inc.

TRUSTED SURVEYORS

136.852 ACRES

Civil Engineering
5001 West William Cannon
Phoenix, AZ 85129-2804-5160

Surveying
Austin, Texas 78749
Phoenix, AZ 85129-2804-5165

SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	45.00	S55°34'34"W
L2	262.34	S09°08'10"E
L3	200.06	S07°42'15"E
L4	403.12	S02°00'40"E
L5	41.21	S04°50'49"E
L6	125.79	N36°40'06"E
L7	158.27	S30°39'39"W
L8	159.35	S04°50'49"E
L9	228.50	N15°30'52"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	622.90	8100.00	S37°33'59"E	522.81	261.54	3°41'55"
C2	295.11	3400.00	S36°54'38"E	295.02	147.65	4°58'23"
C3	1480.74	3355.00	S21°46'48"E	1468.75	752.63	25°17'16"
C4	654.67	620.00	S53°03'30"W	624.67	361.57	60°29'58"
C5	236.13	2490.00	N76°23'35"W	236.04	118.15	5°26'00"
C6	142.46	2255.00	N72°06'47"W	142.43	71.25	3°37'11"

SHEET 5 OF 5

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BEARING BASE: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83



Carlson, Brignace & Doering, Inc.

TRIAL ID: 018791 REG. # 1102000

Civil Engineering Surveying
5001 West Williams Canyon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

Exhibit "B"

Highway 29 Land

50.787 Acres (2,212,274 square feet) of land out of the William H. Monroe Survey, Abstract No. 453, being described as all of the remaining portions of those certain 52.35 Acre and 0.881 Acre tracts of land described in a deed to Zekelman Property Leander 53, LLC, dated August 24, 2021, recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas, said 50.787 Acres being more particularly described as follows:

BEGINNING at the northwest corner of said 52.35 Acres, same being the northeast corner of a 10.97 Acre tract of land described in a deed to Global Investors Hwy29, LLC, dated March 10, 2021, and recorded in Document No. 2021035361 of the Official Public Records of Williamson County, Texas, same being a point in the southwesterly line of State Highway 29, a variable-width public right-of-way, said corner being marked by a found 1/2" iron rod;

THENCE S 58°43'28" E 996.25' with the northeast line of said 52.35 Acres and the southwest line of said Highway 29 to the beginning of a curve to the left, said corner being marked by a found 1/2" iron rod;

THENCE with the curving southwest line of said Highway 29, said curve having an **ARC LENGTH** of **430.45'**, a **RADIUS** of **2914.79'**, a **CHORD BEARING** of **S 63°01'13" E**, and a **CHORD LENGTH** of **430.06'**, at an arc length of 286.18' passing the northeast corner of said 52.35 Acres and the northwest corner of said 0.881 Acres, said corner being marked by a found 1/2" Iron Rod, and continuing 144.27' to the northeast corner of said 0.881 Acres, same being the northernmost northwest corner of the remaining portion of that certain 32.266 Acre tract of land described in a deed to Gateway 29 Real Estate, LLC, dated February 8, 2021, recorded in Document No. 2021019843 of the Official Public Records of Williamson County, Texas, same being the north corner of that certain 2.457 Acre tract of land described in a deed to Gateway 29 Real Estate LLC, dated July 12, 2023, recorded in Document No. 2023061605 of the Official Public Records of Williamson County, Texas for the northeast corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE S 14°35'16" W 327.37' with the westerly line of said 2.457 Acres and an easterly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 37.89' passing the southwesterly line of said remaining portion of 0.881 Acres and a northeasterly line of said 52.35 Acres, continuing to the southwest corner of said 2.457

Acres, for an interior corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 75°24'05" E 653.99' with the southerly line of said 2.457 Acres and a northerly line of said remaining portions of 52.35 Acres and 0.881 Acres, at 589.91' passing a northeasterly line of said remaining portion of 52.35 Acres and the southwesterly line of said remaining portion of 0.881 Acres, continuing to a point in the southwesterly line of said remaining portion of 32.266 Acres for the southeast corner of said 2.457 Acres and a northeast corner hereof, said corner being marked by an iron rod found with plastic identifier cap stamped, "LJA SURVEYING";

THENCE S 48°48'42" E 495.18' with the northeast line of said 0.881 Acres and a southwest line of said 32.266 Acres to the southeast corner of said 0.881 Acres, for the southeast corner hereof, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 41°09'09" W 29.59' with the southeast line of said remaining portion of 0.881 Acres and a northwest line of said remaining portion of 32.266 Acres, to the southwest corner of said remaining portion of 0.881 Acres and the southeast corner of said remaining portion of 52.35 Acres, said corner being marked by an iron rod found with identifier cap stamped, "DIAMOND SURVEYING";

THENCE S 69°56'04" W 364.77' with a southeasterly line of said remaining portion of 52.35 Acres to a south corner of said tract, said corner being marked by a found 1/2" iron rod, and from which a 1-1/2" iron pipe found marking an interior corner of a 14.000 Acre tract described in a deed to Zekelman Property Leander 53, LLC, dated October 15, 2021, recorded under Document No. 2021159540 of the Official Public Records of Williamson County, Texas, bears N 28°03'01" W 0.76'

THENCE N 76°09'11" W 1939.61' with a southwest line of said remaining portion of 52.35 Acres, at 945.57' passing 0.24' to the left of a 1/2" iron rod found marking the northwest corner of said 14.000 Acres, same being the northeast corner of Kauffman Loop, a 100'-wide public right-of-way recorded in Document No. 2021128467 of the Official Public Records of Williamson County, Texas; at 1066.34' passing an iron rod with identifier cap stamped, "RPLS 2218", found marking the northwest corner of said Kauffman Loop; at 1823.95' passing a found 1/2" iron rod; and continuing to an interior corner of said remaining portion of 52.35 Acres, said corner being marked by a found 1/2" iron rod;

THENCE S 31°16'38" W 730.17' with a southeast line of said remaining portion of 52.35 Acres, at 270.08' passing a found 1/2" iron rod, and continuing to the southernmost southwest corner of said remaining portion of 52.35 Acres, same being a point in the northeast line of Lot 33, Block A of Bonnet Tract Subdivision, a subdivision located in the City of Leander, according to the map or plat thereof, recorded in Document No. 2020107539 of the Official Public Records of Williamson County, Texas, said corner being marked by a found 1/2" iron rod;

THENCE with a southwest line of said remaining portion of 52.35 Acres and the northeast line of said Bonnet Tract Subdivision, the following **TWO (2) COURSES AND DISTANCES:**

N 20°36'10" W 396.87' to a point in said common line between the remaining portion of 52.35 Acres and Bonnet Tract, said corner being marked by a found 1/2" iron rod;

N 20°11'30" W 303.24' to the westernmost southwest corner of said remaining portion of 52.35 Acres, same being the southeast corner of said 10.97 Acres, for the westerly-most southwest corner hereof, said corner being marked by a found 1/2" iron rod;

THENCE N 31°15'28" E 1370.14' with the northwest line of said remaining portion of 52.35 Acres and the southeast line of said 10.97 Acres to the **POINT OF BEGINNING** of the herein described tract of land, said tract containing **50.787 Acres (2,212,274 Square Feet)**, more or less. Bearings are relative to the State Plane Coordinate System, North American Datum of 1983(2011), Texas Central Zone (4203). Distances and areas reflect the application of a combined scale factor of 1.00012 and thus represent surface measurements.