

EXHIBIT

"A"

Space above this line reserved for recorder

MASTER EASEMENT AGREEMENT

THIS MASTER EASEMENT AGREEMENT (this "**Agreement**"), is entered into effective as of this ____ day of _____, 2018, between **THE CITY OF ROUND ROCK, TEXAS**, a municipal corporation of the State of Texas and a home rule city located in Williamson County, Texas, ("**CITY**") and **KR CC, INC.**, a Delaware corporation ("**KR**") (City and KR, each, a "**Party**," collectively, the "**Parties**.")

RECITALS:

A. The Parties entered into that one certain Master Development Agreement ("**Master Development Agreement**") on the 15th day of December, 2016 regarding the terms and conditions for the planning, design, construction, development, and financing of a Kalahari Resort and Convention Center

B. KR is the ground lessee of a portion (such portion, the "**Ground Leased Premises**") of certain real property owned by the City and located in the City of Round Rock, Williamson County, Texas, pursuant to that certain Ground Lease Agreement between KR and the City, dated December 20, 2016, as amended by that certain First Amendment to Ground Lease Agreement dated February 1, 2017 and as further amended by that certain Second Amendment to Ground Lease dated _____ (collectively, the "**Ground Lease**"), a memorandum of which is recorded in the Official Public Records with the County Clerk of Williamson County, Texas as Document No. 2017001677, with a First Amendment to Memorandum of Lease and Option recorded as Document No. 2017011039, and with a Second Amendment to Lease recorded as Document No. _____. The Ground Leased Premises is more fully described on the attached **Exhibit A**.

C. City also owns Lot 2, Block "C", Final Plat of Kalahari Resort and Replat of Bertil Telander Subdivision (the "**Convention Center Lot**") on which City will construct the Convention Center. The City will lease the Convention Center to KR pursuant to that certain Convention Center Operating Lease between City and KR dated _____ (the "**Convention Center Operating Lease**"), a memorandum of which is recorded in the Official Public Records with the County Clerk of Williamson County, Texas as Document No. _____.

D. Pursuant to the terms of the Ground Lease, KR intends to construct and operate the Kalahari Resort which will be attached to the Convention Center to function as part of the Kalahari Resort.

E. KR and the City join in executing this Agreement in order to provide access, utility, and other easements specified herein to the Lobby and common areas of the Kalahari Resort and Convention Center.

NOW THEREFORE, the Parties agree as follows:

1. **Definitions.** Capitalized terms not defined herein shall have the meaning assigned to them by the Master Development Agreement and/or the Ground Lease.

2. **Grant of Easements.**

(a) Access Easement to Kalahari Resort Common Areas and Lobby. KR hereby grants and conveys an easement to the City, for use by the City and its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of the Convention Center, a perpetual nonexclusive easement for ingress and egress by pedestrian traffic, over and across: the corridors, entrances, lobbies and public restrooms, and all other common area spaces (to the extent open to the public) located within the Kalahari Resort (the "**Kalahari Resort Common Areas**"). Anything contained herein to the contrary notwithstanding, and subject only to Section 3 herein, KR shall have the right to redevelop, relocate, modify and otherwise change the location, configuration, capacity and all other attributes of the Kalahari Resort Common Areas from time-to-time as KR shall determine in its sole discretion, subject to compliance with applicable law and the Ground Lease.

(b) Access Easement to Convention Center. City hereby grants and conveys to KR and its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, patients, licensees and invitees of such tenants, for the benefit of the Kalahari Resort, a perpetual easement and right-of-way over, through, under, and across those portions of the Convention Center Lot as may be reasonably necessary for the construction, maintenance and operation of the Kalahari Resort, including, but not limited to, the right to physically attach the Kalahari Resort to the Convention Center in accordance with the plans and specifications previously provided to and approved by the City and access to all parking areas located on the Convention Center Lot, subject to the terms and

conditions set forth herein. General access to the Convention Center Lot and Convention Center for KR and its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, patients, licensees and invitees of such tenants is also separately provided by the Convention Center Operating Lease.

(c) Utility Easements.

i. City hereby grants and conveys to KR and its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of the Kalahari Resort, a perpetual nonexclusive easement over and across the Convention Center Lot for the installation, use, operation, right to connect and attach to, maintenance, repair, replacement and removal of: water lines and systems; telephone and/or cablevision lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed (the “**KR Utility Facilities**”), in each case serving the Kalahari Resort. City agrees to reasonably cooperate with KR to the extent KR needs or desires to relocate or expand the KR Utility Facilities in order to serve the Kalahari Resort.

ii. KR hereby grants and conveys to City and its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of the Convention Center Lot, a perpetual nonexclusive easement over and across the Kalahari Resort for the installation, use, operation, right to connect and attach to, maintenance, repair, replacement and removal of: water lines and systems; telephone and/or cablevision lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed (the “**City Utility Facilities**”), in each case serving the Convention Center Lot. KR agrees to reasonably cooperate with City to the extent City needs or desires to relocate or expand the City Utility Facilities in order to serve the Convention Center Lot.

(d) Parking and Drive Aisles Easement.

i. City hereby grants and conveys to KR and its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, patients, licensees and invitees of such tenants, for the benefit of the Kalahari Resort, a perpetual nonexclusive easement over and across the Convention Center Lot now or in the future configured for or as vehicular and pedestrian access and vehicular parking, including, without limitation, all parking lots, all access drives to and from the public right-of-way, all circulation isles and all sidewalks for pedestrian ingress and egress, all located on the area depicted on **Exhibit B** for the Permitted Common Area Uses (as defined below) (which exhibit the City and KR may

mutually agree to substitute by amendment to further depict the Permitted Common Use Areas).

ii. KR hereby grants and conveys to City and its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, patients, licensees and invitees of such tenants, for the benefit of the Convention Center Lot, a perpetual nonexclusive easement over and across the Kalahari Resort now or in the future configured for or as vehicular and pedestrian access and vehicular parking, including, without limitation, all parking lots, all access drives to and from the public right-of-way, all circulation isles and all sidewalks for pedestrian ingress and egress, all as depicted on **Exhibit C**, for the Permitted Common Area Uses.

iii. As used herein, “**Permitted Common Area Uses**” shall mean the use, on an unallocated, first-come first-serve basis, for the parking of automobiles, trucks, motorcycles, and vans, for pedestrian access, and for the location of dumpsters and other facilities and equipment necessary and affiliated with the operation of the Kalahari Resort and Convention Center, as applicable, and such use shall comply in all material respects with all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, and licenses, and rules promulgated by City from time-to-time applicable to all users of the Convention Center and Kalahari Resort.

(e) **Subterranean Easements**. City and KR each hereby dedicate an easement to the other, for use by City, KR, and their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, patients, licensees and invitees of such tenants, for the benefit of the Convention Center and the Kalahari Resort, a perpetual nonexclusive easement for ingress and egress by pedestrian traffic, over and across the subterranean areas and rights underlying the Convention Center Lot and the Kalahari Resort, whether such subterranean areas are located under or as part of the Kalahari Resort and/or under portion(s) underlying the Convention Center.

2. **Protection and Operation of Easement Areas.**

(a) KR shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Agreement to use the Kalahari Resort Common Areas from using the Kalahari Resort Common Areas for ingress and egress. KR shall have the right to state and enforce operating policies, rules and regulations which govern the day-to-day use and occupancy of the Kalahari Resort Common Areas, provided, however, such operating policies, rules and regulations shall not conflict with the provisions of this Agreement.

(b) City shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Agreement to use the Convention Center Lot from using the Convention Center Lot for ingress and egress. City shall have the right to state and enforce operating policies, rules and regulations which govern the day-to-day use and occupancy of the Convention Center Lot, provided, however, such operating policies, rules and regulations shall

not conflict with the provisions of this Agreement or with the rights afforded to KR under the Ground Lease.

3. **Reasonable Rules and Regulations.** KR shall have the right to promulgate reasonable rules, restrictions, and regulations governing the use, maintenance, operation, and enjoyment of the portion of KR's ground leased property subject to this Agreement, so long as the rules, restrictions, and regulations are of general applicability and do not unreasonably interfere with the easement rights granted hereunder. Any rules, restrictions, and regulations applicable to the Convention Center shall be set forth between the City and KR in the Ground Lease or the Convention Center Lease, respectively, and the Parties acknowledge and agree that such rules, restrictions, and regulations are of general applicability and do not unreasonably interfere with the easement rights granted hereunder.

4. **No Barriers.** Neither party shall do anything to interfere unreasonably with the use of the Easements granted under Section 1 by permitted users. No curbs, barriers, fences, dividers or other obstructions shall be constructed on or across the Easements granted under Section 1 to prevent, prohibit, impede or discourage the free and uninterrupted flow of foot, vehicular, and other permitted pedestrian traffic or to reduce the number of parking spaces provided within the Easements granted under Section 1. The foregoing does not apply to Reasonable Rules and Regulations permitted by Section 3 of this Agreement or to speed bumps, speed limit signs, and the like.

5. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their successors and assigns. The easements granted under Section 1 of this Agreement are easements appurtenant to each property and may not be transferred separately from, or severed from, title to each property. Furthermore, the benefits of the easements granted under this Agreement shall not be extended to any properties other than the properties without the consent of the Parties.

6. **Encumbers Fee Simple Estate and Leasehold Estate.** For the avoidance of doubt, this Agreement encumbers the fee simple estate the City owns as to the Ground Leased Premises and the Convention Center Lot, as well as the leasehold estate in which KR has an interest under the Ground Lease.

7. **Successors and Assigns.** This Agreement and the easement declared and created herein shall inure to the benefit of and be binding upon the City and KR, their successors, assigns, and mortgagees, provided, however, that the specific Parties and each of their respective successors and assigns shall cease to have further liability under this Agreement with respect to facts or circumstances first arising after the Party has transferred its entire interest in its Property, except, however, for obligations that accrued during the party's period of ownership of title or occupancy of the Ground Leased Premises.

8. **Injunctive Relief.** In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Agreement, either Party shall have the right to

Round Rock, Texas 78664

With required copy to: Sheets & Crossfield, P.C.
Attn: Stephan L. Sheets, Esq.
309 E. Main Street
Round Rock, TX 78664

To KR: Attention: Mary Bonte Spath
KR CC, Inc.
1305 Kalahari Drive
Wisconsin Dells, WI 53965

With a required copy to: Michael S. Green
Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
Madison, WI 53703

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

14. **Waiver.** The failure of a person to insist upon strict performance of any of the covenants contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants contained herein by the same or any other person.

15. **Attorney's Fees.** In the event any Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and reasonable attorney's and paralegal's fees (including its reasonable costs and attorneys' and paralegals' fees on any appeal).

16. **Severability.** Of any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other

than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

17. **Not a Partnership.** The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.

18. **Third Party Beneficiary Rights.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

19. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

20. **Construction.** In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

21. **Joint and Several Obligations.** In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

22. **Recordation.** This Agreement shall be recorded in the Official Public Records with the County Clerk of Williamson County, Texas.

23. **Non-Merger.** Ownership of more than one Parcel by the same Party shall not result in the merger of the dominant and servient estates of such Party created by this Agreement.

EXECUTED as of the day and year first above written.

[Signatures pages follow.]

KR CC, INC.,
a Delaware corporation

By: Todd Nelson
Todd Nelson, President

ACKNOWLEDGEMENT

STATE OF Wisconsin §
COUNTY OF Sauk §

This instrument was acknowledged before me on the 13th day of April, 2018, by Todd Nelson, the President of KR CC, Inc., a Delaware corporation, on behalf of said corporation.



[S E A L]

My Commission ~~Expires:~~

is perpetual

Ralph Gundrum
Notary Public – State of Wisconsin
Ralph Gundrum
Printed Name of Notary

**CONSENT OF CITY AS GROUND LESSOR UNDER THE GROUND LEASE AND
AGREEMENT OF CITY AS OWNER CONVENTION CENTER LOT:**

THE CITY OF ROUND ROCK, TEXAS,
a municipal corporation of the State of Texas and a home
rule city located in Williamson County, Texas

By: _____
Craig Morgan, Mayor

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2018, by
Craig Morgan, the Mayor of the City of Round Rock, Texas, a municipal corporation of the State
of Texas and a home rule city located in Williamson County, Texas, on behalf of said municipal
corporation and home rule city.

[S E A L]

My Commission Expires:

Notary Public – State of Texas

Printed Name of Notary

EXHIBIT A

DESCRIPTION OF THE GROUND LEASED PREMISES

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.

EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF CONVENTION CENTER LOT

Lot 2, Block "C", Final Plat of Kalahari Resort and Replat of Bertil Telander Subdivision,
recorded _____ as Document Number _____ in the office of the Clerk of
Williamson County, Texas.

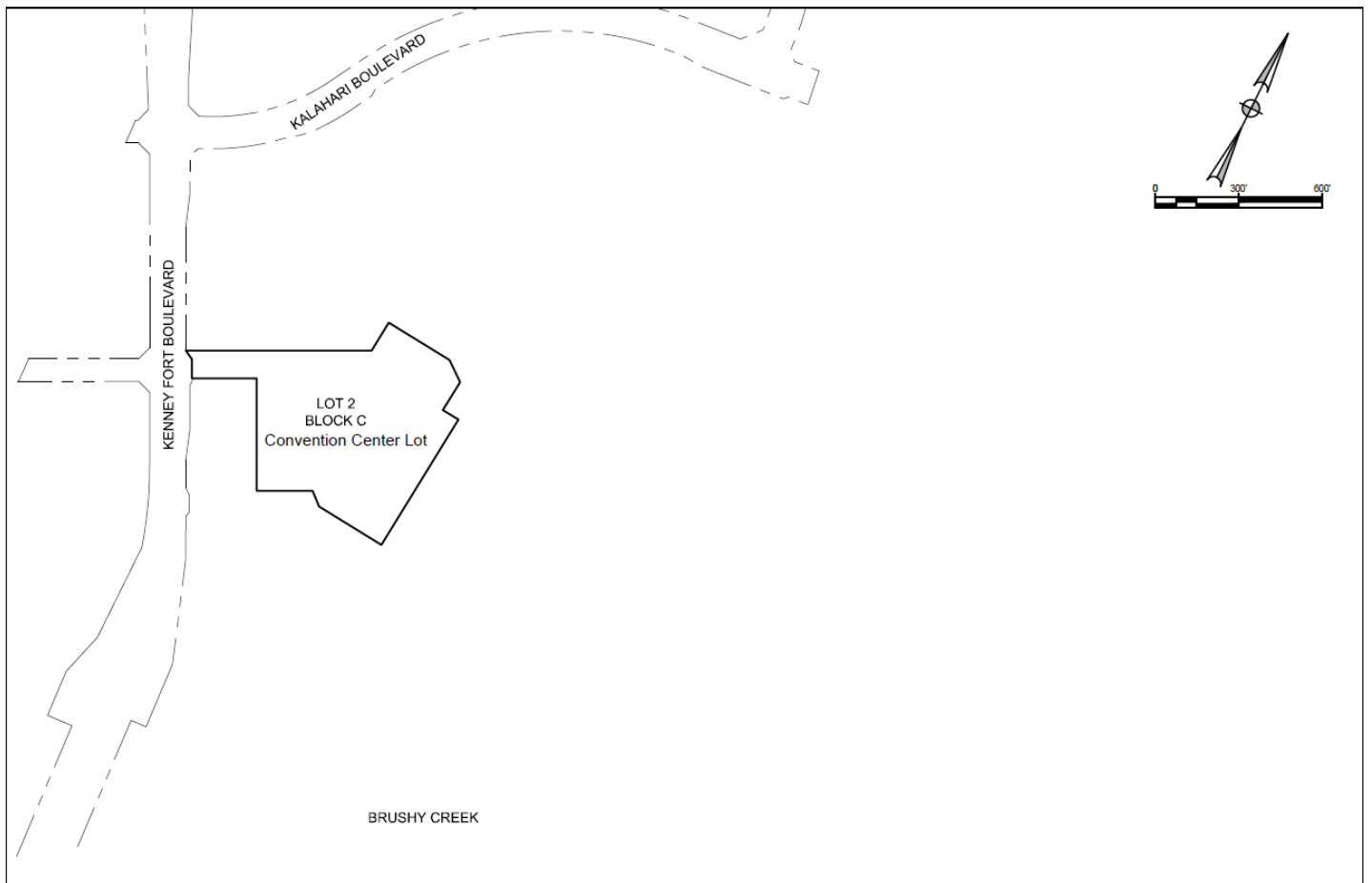


EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF KALAHARI RESORT

