

EXHIBIT

"A"

SUPPLEMENTAL DEVELOPMENT AGREEMENT

This Supplemental Development Agreement ("Supplemental Agreement") is entered into to be effective on the ____ day of _____, 2018 by and among the City of Round Rock, Texas (the "City"), a home rule city organized under the laws of the State of Texas, the Round Rock Transportation and Economic Development Corporation, a "Type B corporation" created under the authority of Chapter 501, Texas Local Government Code (the "TED Corp."), KR Acquisitions, LLC, a Delaware limited liability company (the "Developer"), and KR CC, INC., a Delaware corporation (the "Tenant"). The City, the TED Corp., the Developer and the Tenant are, collectively, the "Parties" to this Supplemental Agreement. This Supplemental Agreement is intended to supplement that one certain Master Development Agreement ("Master Agreement") entered into by and among the Parties effective the 15th day of December 2016.

RECITALS

WHEREAS, the Parties have previously entered into the Master Agreement; and

WHEREAS, the Master Agreement did not specifically address the topics of Traffic Impact Analysis "TIA", as defined in the Master Agreement; and

WHEREAS, the Parties desire to set forth in this Supplemental Agreement the terms and conditions for the provision of one or more TIA's;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.01 The term "Phase 1" shall mean the following, whether built initially or as part of an expansion: 1,000 hotel rooms, 250,000-square foot convention center, 200,000-square foot indoor water park, 150,000-square foot indoor theme park, restaurants, a luxury spa facility and a 30-acre outdoor waterpark.

1.02 "Phase 2" and derivative terms shall mean improvements not included in the definition of Phase 1. set forth in the TIA (as defined in Section 2.01).

1.03 All other capitalized terms used in this Supplemental Agreement shall have the meanings ascribed to them in the Master Agreement, or as otherwise as provided herein.

ARTICLE II

TRANSPORTATION

2.01 Traffic Impact Analysis (“TIA”).

- (a) A TIA prepared by Halff Associates, Inc. was previously submitted to the City and approved. The TIA provides specific details for Phase 1 and Phase 2 of the development of the Property. Phase 2 of the development, as it is referred to in the TIA, has estimated future trip generation as a shopping center.
- (b) No TIA update will be required for any Phase 1 development. This will allow the Phase 1 activities to move forward while Phase 2 uses can be identified at a future date and the necessary public roadway improvements, and sources of funding for them, can be identified appropriately.
- (c) A TIA update may be required in future years as new Phase 2 development is proposed, as described in this Section 2.01. If a Phase 2 development is proposed that the City has experience with and can make reasonable assumptions as to the impact, the City will negotiate the appropriate improvements with Tenant and Developer in lieu of requiring a TIA update. If a Phase 2 proposed use is such that the City does not have significant experience or previous data on, a TIA update may be required as determined by the City.

In making such determination, the City shall take into consideration the following:

- (i) that the current approved TIA estimated trip generations of up to 4,713 PM peak hour trips (“**PMPHTs**”) and 1,297 AM peak hour trips (“**AMPHTs**”) for the Property;
 - (ii) that the Phase 1 trip count in the TIA is up to 1,036 PMPHTs and 484 AMPHTs; (any excess trips above these amounts shall be compared to the total of 4,713 and not compared only to Shopping Center trips as demonstrated in the ITE Trip Generation Manual); and
 - (iii) that the TIA and the above trip generation counts are based, in part, on the assumption that Kalahari Blvd. would be constructed from Kenney Fort Blvd. to Africa Lane.
- (d) Any TIA updates may identify additional required roadway improvements to Phase 2 roadways such as right turn deceleration lanes, dual left turn lanes, signals and median breaks.

2.02 Public roadways. The Property is expected to have three public roadways within the ultimate development. Each of the public roadways shall be funded in accordance with the Master Agreement. These public roadway improvements shall be constructed in accordance with the

cross-sections included in **Exhibit “A”** attached hereto, but will be constructed in two phases as described below:

- (a) Phase 1 shall incorporate median improvements along Kenney Fort Blvd., the construction of Kalahari Blvd. from Kenney Fort Blvd. to the extension of Harrell Parkway on the Property (“Harrell Parkway”), in addition to the construction of Harrell Parkway, all in accordance with the Master Development Agreement. Phase 1 of the roadway should be completed prior to the opening of Phase 1 of the development, but if not, it will not delay the opening of the development.
- (b) Phase 2 shall incorporate the remainder of Kalahari Blvd. to Africa Lane, in addition to the full length of Africa Lane to US 79. Phase 2 roadway improvements shall be constructed within one year of the Developer of the Developer beginning construction on any Phase 2 improvements.

2.03 Kalahari Boulevard. Designated as a minor arterial, this roadway shall have a minimum public right-of-way width of 115-feet in accordance with City Transportation Criteria. The right-of-way at the intersections shall be flared to accommodate turn lanes and traffic signals, where applicable. The roadway shall have four 12 foot-wide through lanes with a raised 20-foot wide median, curb and gutter, and subsurface storm facilities. A minimum 10-foot shared use path/sidewalk shall be provided on the south side of the roadway. Future pedestrian facilities shall be constructed on adjacent parcels as they are developed. The minimum sidewalk width shall be 6-feet on opposing street side of the shared use path. Street lighting shall be incorporated within the right-of-way. Kalahari Blvd. will connect Kenney Fort Blvd. to US 79 via intersections with Harrell Parkway and Africa Lane.

2.04 Extension of Harrell Parkway. Designated as a minor arterial, this roadway shall have a minimum public right-of-way of 120-feet in order to match the portion of the roadway the City is constructing as part of the Offsite Public Improvements in accordance with the Master Development Agreement. The right-of-way at the intersections shall be flared to accommodate turn lanes and traffic signals. The roadway shall have six 12-foot wide lanes with a raised median, curb and gutter, and subsurface storm facilities. The intersection of Harrell Parkway and Kalahari Blvd. shall be a signalized intersection and be located no closer than 500 linear feet from the southern boundary of the Union Pacific Railroad right-of-way. With no proposed pedestrian crossing at the US 79/Harrell Parkway intersection by the City or the Texas Department of Transportation, pedestrian facilities along Harrell Parkway within the property limits of the development are not required, but may be built by KRCC or KR if desired, in accordance with City design standards. Street lighting shall be incorporated within the public right-of-way.

2.05 Africa Lane. Designated as a minor arterial, this roadway shall have a minimum public right-of-way width of 115-feet in accordance with City Transportation Criteria. The right-of-way at the intersections shall be flared to accommodate turns lanes and traffic signals, where applicable. The roadway shall have four 12-foot wide through lanes with a raised 20-foot wide median, curb and gutter, and subsurface storm facilities. A minimum 10-foot shared use path/sidewalk shall be provided on one side of the roadway from Kalahari Blvd. to US 79 if required by the City when Africa Lane is developed. The minimum sidewalk width shall be 6-feet on opposing street side of

the shared use path. Street lighting shall be incorporated within the public right-of-way. Africa Lane shall connect Kalahari Blvd. and US 79 and shall match a portion of the roadway which the City is constructing in accordance with the Master Development Agreement.

2.06 Effect of Supplement. Except as specifically provided in this Supplemental Agreement, the terms of the Master Agreement continue to govern the rights and obligations of the Parties, and all terms of the Master Agreement remain in full force and effect. If there is any conflict or inconsistency between this Supplemental Agreement and the Master Agreement, this Supplemental Agreement will control and modify the Master Agreement.

CITY OF ROUND ROCK, TEXAS,
a home rule city and municipal corporation

By: _____
Craig Morgan, Mayor

Date: _____

APPROVED as to form:

Stephan L. Sheets, City Attorney

**ROUND ROCK TRANSPORTATION AND
ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Craig Morgan, President

Date: _____

APPROVED as to form:

Stephan L. Sheets, Corporation's Attorney

KR ACQUISITONS, LLC
a Delaware limited liability company

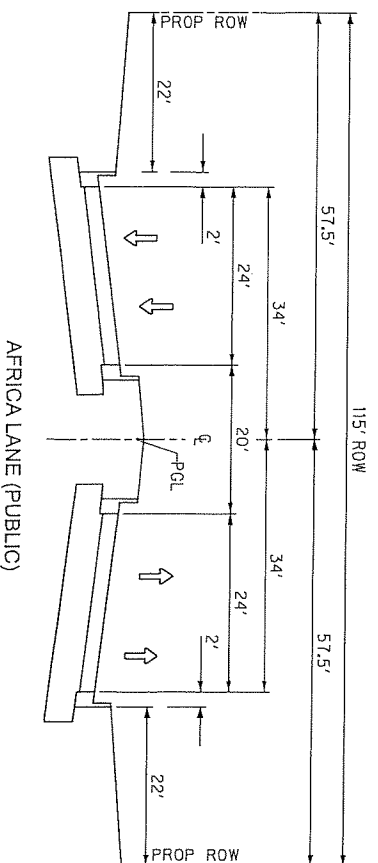
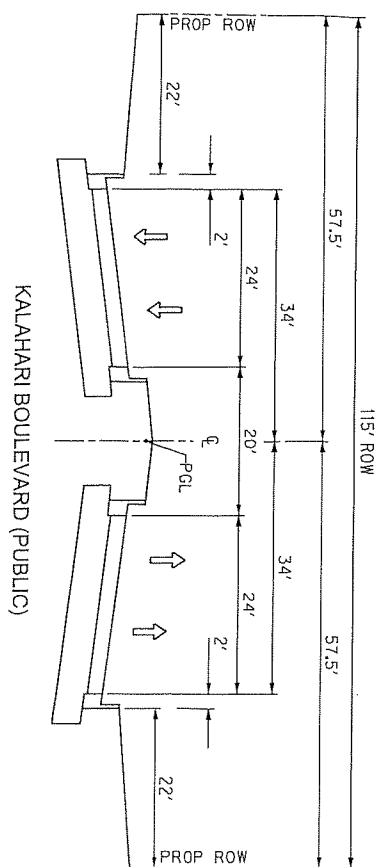
By: _____
Todd Nelson, President

Date: _____

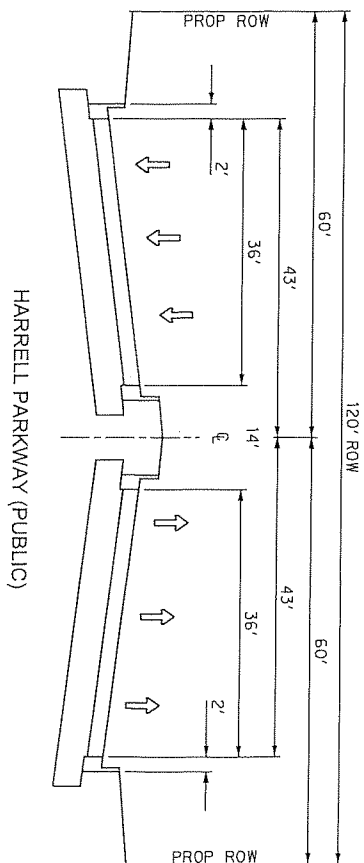
KR CC, INC.
a Delaware corporation

By: _____
Todd Nelson, President

Date: _____



THESE CROSS SECTIONS ARE TYPICAL SECTIONS FOR THE PROPOSED ROADWAY AND DO NOT TAKE DECELERATION LANES INTO ACCOUNT AT INTERSECTIONS. ADDITIONAL ROW WILL BE NECESSARY AT THE INTERSECTIONS TO TAKE INTO ACCOUNT ALL TURN LANES REQUIRED PER T.I.A.



EXHIBIT

"A"

tabbies®

CONCEPT SITE PLAN ROADWAY SECTIONS



HALFF

9500 AMBERGLEN BLVD
BLDG F, STE 125
AUSTIN, TX 78729
TEL (512) 777-1600
FAX (512) 252-8141

PROJECT NAME
KALAHARI RESORT
TRAFFIC IMPACT ANALYSIS
ROUND ROCK, TEXAS