

KAUFFMAN LOOP NORTHWEST DEVELOPMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS KAUFMANN LOOP NORTHWEST DEVELOPMENT AGREEMENT (this “Agreement”) is between **K29 INVESTMENTS, LLC**, a Texas limited liability company (“Developer”), and **WILLIAMSON COUNTY, TEXAS** (the “County”). In this Agreement, Developer and the County are sometimes individually referred to as a “Party” or collectively referred to as the “Parties”.

Background Information:

A. Developer has acquired an approximately 136.852 acre tract of land located at the northwest corner of SH 29 and Ronald Reagan Blvd (referred to as the "Property") and generally depicted in the attached **Exhibit A**.

B. The County and the Developer desire to cooperate in the expeditious engineering, design and construction of the northwest portion of Kauffman Loop, a roadway connecting SH 29 to Ronald Reagan Blvd, through the Property (the "Project"), the approximate location of which is shown in the attached **Exhibit B**. Internal access to the Property from Ronald Reagan Boulevard and SH 29 will be provided over a public road to be known as "Kauffman Loop" (the "Road"), which will ultimately be a four-lane divided boulevard.

C. In order to accelerate the construction of the Road, Developer has asked the County to allow Developer to proceed with the construction of the Road upon County approval of a final plat and plans for the Road, without the necessity of a preliminary plat, the County has agreed to allow such acceleration and construction, and the Parties wish to establish a process for the construction.

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. DEVELOPER OBLIGATIONS

- a. Developer shall be solely responsible for all costs related to the engineering, design, inspection, testing and construction of the Project, including all costs associated with the repair or replacement of work rejected by the County. All preliminary and final designs shall be approved by the County prior to bid. The Project shall be constructed pursuant to all Williamson County Road bond design standards. Additionally, the Project shall utilize design speeds and pavement designs as required by the County.
- b. Developer has prepared a final subdivision plat for the Road (the "Final Plat"), has caused Carlson, Brigrance & Doering, Inc. to design the Road as a four-lane divided boulevard in accordance with County standards, and has submitted the Final Plat and the plans for the Road (the "Plans") to the County for approval.
- c. Developer has agreed to coordinate the design and construction of the Ronald Reagan/Road and SH 29/Road intersections to accommodate the ultimate expansions of Ronald Reagan and SH 29.

- d. Developer has agreed to coordinate the design of any water quality and detention ponds with the County to facilitate the future Ronald Reagan/SH 29 intersection design.
- e. Upon County approval of the Final Plat and Plans, Developer will proceed with construction of the Road as shown on the cross-section attached as **Exhibit B**. Developer will build the Road to County standards in accordance with the Plans and the construction will be subject to County inspection and testing in accordance with the County's normal processes.
- f. Developer shall dedicate all right-of-way for the Project through the Property, in fee simple and free and clear of all liens and other encumbrances, through platting, or otherwise, as determined by the County. The right-of-way shall be a minimum of 120 feet wide, with the dedication of additional right-of-way as needed in the future for turn lanes on SH 29 and Ronald Reagan Blvd and other intersections, if required by the County or TxDOT.

2. COUNTY OBLIGATIONS

The County will:

- a. Upon execution of this Agreement, review and approve the Plans and review, approve and enable recording of the Final Plat for the Road in accordance with the County's normal procedures and the terms of this Agreement.
- b. Agree that it will not require a preliminary plat for the Road prior to filing and processing the Final Plat and Plans for approval. A preliminary plat would be required in the future, prior to approval of a final plat containing any commercial or residential lots adjacent to the Road, unless otherwise exempted by the Williamson County Subdivision Regulations.
- c. Upon Developer's completion of the Road, inspect and issue a punch list for any maintenance or repair of the Road that the County requires and, upon Developer's satisfaction of all punch-list items and recording of the Final Plat, accept the Road for maintenance, all in accordance with the County's normal procedures.

3. MISCELLANEOUS

- a. Beneficiaries: This Agreement will be bind upon and inure to the benefit of the Parties and their respective successors and assigns.
- b. Amendment to Agreement: Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by both Parties. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.

- c. Assignment: The rights, duties, and responsibilities of Developer under this Agreement may be assigned only with the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County.
- d. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
- e. Notice: Any notices given under this Agreement must be in writing and will be given to each of the Parties at that Party's address set forth below. Notice may be given by personal delivered, by email (with a copy sent by another method permitted by this paragraph), by overnight delivery, or by certified United States mail, postage prepaid, return receipt requested.

Developer: K29 Investments, LLC
7143 Valburn Drive
Austin, Texas 78731
Attn: James Edward Horne
Fax: (512) 418-1941
E-mail: Ed@srtraustin.com

The County: Williamson County
Attn: County Engineer
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626
E-mail: tevertson@wilco.org

Notice will be deemed received on (i) the date of actual receipt of such notice if the notice is personally delivered, (ii) the date of delivery if sent by email (however, any email transmission sent after 5:00 p.m. or on a non-business day will be deemed received on the next business day), (iii) the date delivered to an overnight delivery service for "next day" delivery if sent by such service, or (iv) the date of actual receipt or two (2) days after the postmark date, whichever is sooner, if sent by certified mail. A Party will have the right from time-to-time to change its address for purposes of notice by written notice to the other Party.

- f. Applicable Law and Venue: The construction and validity of this Agreement will be governed by the laws of the State of Texas. This Agreement is wholly performable in Williamson County, Texas, and concerns real property located in Williamson County.
- g. Incorporation of Exhibits and Other Documents by Reference: All exhibits attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- h. Severability: The provisions of this Agreement are severable and, if any part of this Agreement or the application thereof to any person or circumstances is held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will be construed as if the invalid or unconstitutional portion had never been contained herein.

- i. Mediation. If mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all of the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless the Parties agree, in writing, to waive the confidentiality.
- j. Execution; Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts; and (b) a facsimile or electronic signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.
- k. Interested Parties. Developer acknowledges that Texas Government Code Section 2252.908 (as amended, "Section 2252.908") requires disclosure of certain matters by entities entering into a contract with a local government entity such as the County. Developer confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission ("TEC"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the County at the same time Developer executes and submits this Agreement to the County. Form 1295 is available on the TEC's website at <https://www.ethics.state.tx.us/filinginfo/1295/>. This Agreement is not effective until the requirements listed above are satisfied and any approval of this Agreement by the County is expressly made contingent upon Developer's compliance with these requirements. **The signed Form 1295 may be submitted to the County in an electronic format.**
- l. Conflicts of Interest. Developer acknowledges that Texas Local Government Code Chapter 176 (as amended, "Chapter 176") requires the disclosure of certain matters by parties doing business with or proposing to do business with local government entities such as the County. Developer 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's 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.
- m. Verification Under Chapter 2271, Texas Government Code. If required under Chapter 2271 of the Texas Government Code (as amended, "Chapter 2271"), Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Developer that exists to make a profit, boycotts

Israel or will boycott Israel during the term of this Agreement. 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, "boycotts Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer.

- n. 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"), Developer represents and warrants that, neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Developer that exists to make a profit, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts (the "Comptroller") described within Subchapter F and posted on the Comptroller's internet website at:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, and
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

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 organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer.

- o. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2274 of the Texas Government Code (as amended, "Chapter 2274"), Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Developer that exists to make a profit, boycotts energy companies or will boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, "boycotts 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).
- p. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition

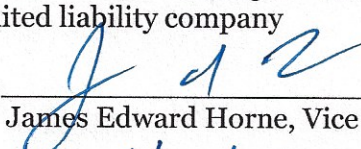
Industries. If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Developer represents and warrants that, at the time of execution and delivery of this Agreement, neither Developer, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Developer that exists to make a profit, has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of this Agreement 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 "discriminates against a firearm entity", "firearm entity", and "firearm trade association" have the meanings ascribed to them in Section 2274.001, *Texas Government Code*.

EXECUTED on the date or dates indicated below, to be effective as of the date the last Party has executed this Agreement.

DEVELOPER:

K29 INVESTMENTS, LLC, a Texas limited liability company

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

By: 
James Edward Horne, Vice President

Date: 4/19/23

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

EXHIBIT A

Property

TITLE SURVEY 136.852 ACRES OF LAND SITUATED IN THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE GREENLEAF PISK SURVEY, ABSTRACT NUMBER 5, AND THE NOAH SMITHWICK SURVEY ABSTRACT NUMBER 590, ALL IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 146.60 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO WILCO LAND INVESTMENTS, LLC., ET AL IN DOCUMENT 2014003388, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

