

Lease with Option to Purchase

Date: December 19, 2019

Landlord: **BURNET COUNTY, TEXAS**

Landlord's Address: 220 S. Pierce Street
Burnet, TX 78611

Tenant: **VINTON STANFIELD**

Tenant's Address: 1799 E. Polk Street
Burnet, TX 79611

Property Leased: A 0.97-acre tract of land out of the Sarah Ann Guest Survey No. 1503, Abstract No. 1525, Burnet County, Texas, and being a portion of that certain tract of land called 11.32 acres in a Warranty Deed dated November 5, 1998, from Frank Fickett to County of Burnet, of record in Volume 825, Page 739, Official Public Records of Burnet County, Texas, and further described by metes and bounds as follows:

BEGINNING at a ½" iron rod set with plastic cap stamped "Cuplin" at an angle point in the Southern Right of Way line of State Highway 29 (also called East Polk Street) at the Northwest corner of a tract of land called 2.55 acres in a Warranty Deed with Vendor's Lien dated December 31, 2013, from Todd Eual Bostic to Vinton Stanfield, of record in Document No. 201310662, Official Public Records of Burnet County, Texas, for the Northeast corner hereof;

THENCE South 17°07'37" West, with the Western boundary line of said Stanfield tract, a distance of 571.55 feet to a ½" iron rod found for the Southwest corner of said Stanfield tract and a reentrant corner hereof;

THENCE South 69°45'54" East, a distance of 0.72 feet to a ½" iron pin found at an angle point in the Northern boundary line of a tract of land called 20.82 acres in a Special Warranty Deed to Don. R. Meredith and Donna Meredith, of record in Document No. 201008727, Official Public Records of Burnet County, Texas;

THENCE South 76°18'28" West, with the Northern boundary line of said Meredith tract, a distance of 163.76 feet to a ½" iron rod set with plastic cap stamped "Cuplin" in the Southern boundary line of said County of Burnet tract for the Southwest corner hereof;

THENCE North 28°33'30" East, over and across said County of Burnet tract, a distance of 671.83 feet to a ½" iron rod set with plastic cap stamped "Cuplin" in the Southern Right of Way line of said Highway 29, for the Northwest corner hereof;

THENCE South 48°49'19" East, with the Southern Right of Way line of said Highway 29, a distance of 7.41 feet to the POINT OF BEGINNING, and

calculated to contain 0.97 acres.

Term (months): 12 Months

Commencement Date: January 1, 2020

Termination Date: December 31, 2020

Rent (monthly): \$3,346.21

Permitted Use: Any and all use allowed that is not a violation of any restrictions, covenants, conditions, easements, if any, relating to the Property, but only to the extent they are still in effect, shown of record in Burnet County, Texas; and according to all zoning laws and regulations for the City of Burnet, Texas; and in accordance to any ordinances, rules, or regulations set by any other governmental authorities.

A. Definitions

- A.1.* "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.
- A.2.* "Essential Services" means utility connections reasonably necessary for occupancy of the Property for the Permitted Use.
- A.3.* "Injury" means (1) harm to or impairment or loss of property or its use, (2) harm to or death of a person, or (3) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.
- A.4.* "Rent" means any other amounts of money payable by Tenant to Landlord.

Clauses and Covenants

B. Tenant's Obligations

B.1. Tenant agrees to the following:

- B.1.a.* Lease the Property for the entire Term beginning on the Commencement Date and ending on the Termination Date.
- B.1.b.* Accept the Property in their present condition "AS IS," the Property being currently suitable for the Permitted Use.
- B.1.c.* Obey (a) all laws relating to Tenant's use, maintenance of the condition, and occupancy of the Property and (b) any requirements imposed by

utility companies serving or insurance companies covering the Property.

- B.1.d.* Pay monthly, in advance, on the first day of the month, the Rent to Landlord at Landlord's Address.
- B.1.e.* Should the Tennant desire to obtain any utilities at the property, Tennant shall pay for all utility services set up and then used by Tenant at the property.
- B.1.f.* Maintain the property in regards to mowing, fencing (if present) plus maintain the property's general appearance so it will not be deemed a public nuisance according to the ordinances of the City of Burnet, Texas.
- B.1.g.* Agree that Landlord shall not have any responsibility in regards to repairs, replacement, and maintenance of the property.
- B.1.h.* Vacate the Property on the last day of the Term unless Tennant exercises option to purchase and said purchase is consummated.
- B.1.i.* INDEMNIFY, DEFEND, AND HOLD LANDLORD AND ITS RESPECTIVE AGENTS, HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PROPERTY. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF ANY INSURANCE THAT TENANT'S MAY OBTAIN, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND ITS RESPECTIVE AGENTS.**

B2. Tenant agrees not to:

- B.2.a.* Use the Property for any purpose other than the Permitted Use.
- B.2.b.* Create a nuisance.
- B.2.c.* Permit any waste.

B.2.d. With the exception of lawn maintenance, shall not alter the Property in any manner without first obtaining permission from Landlord.

B.2.e. Allow a lien to be placed on the Property.

B.2.f. Assign this lease or sublease any portion of the Property at any time.

C. Landlord's Obligations

C1. Landlord agrees to the following:

C.1.a. Lease to Tenant the Property for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Property.

C.2. Landlord agrees not to:

C.2.a. Interfere with Tenant's possession of the Property as long as Tenant is not in default.

D. General Provisions

D.1 Landlord and Tenant agree to the following:

D.1.a. Alterations. Any physical additions or improvements to the Property made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Property to the condition existing at the Commencement Date, normal wear excepted.

D.1.b. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.

D.1.c. Insurance. Tenant is required to maintain any liability insurance coverage on the leased property at all times in the amount of at least \$1,000,000.00. A copy of said insurance policy shall be provided to Landlord at the commencement of this agreement. Tenant may obtain insurance at any time to cover any additions or improvements made to the Property after having received prior approval from the Landlord.

D.1.d. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER AND THEIR RESPECTIVE AGENTS, FROM ALL

CLAIMS OR LIABILITIES FOR DAMAGE TO THE PROPERTY,
DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE
PROPERTY, AND LOSS OF BUSINESS OR REVENUES.

D.1.e. **OPTION TO PURCHASE.** In consideration of executing this lease, Landlord grants Tenant the unlimited, exclusive, and irrevocable option to purchase the Property during the life of the lease on the following terms and conditions:

- A) *Application of monthly Rent.* In the event that Tenant exercises the option to purchase the Property, all previously paid rent will be applied to the purchase price.
- B) *Exercise of Option to Purchase.* To exercise the option, Tenant must execute and deliver a written statement to Landlord before the expiration of this lease. Upon receipt of full payment, Landlord will execute a General Warranty Deed to the Tenant.
- C) *Termination of Option.* If Tenant does not exercise the option to purchase by the expiration date of this lease, the option terminates, and the Landlord will not be bound by this agreement any further.
- E) *Purchase Price of Property.* If Tenant exercises the option to purchase the Property, the purchase price shall be \$40,140.54. Said amount has been calculated by an independent appraiser prior to the execution of this lease agreement.

D.1.f. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.1.g. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service for thirty days after default, terminate this lease.

D.1.h. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning the Property or vacating a substantial portion of the Property, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.1.i. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Property and sue for Rent as it accrues; (b) enter and take possession of the Property, after which Landlord may relet the Property on behalf of Tenant and receive the

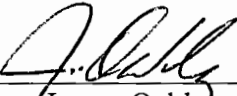
Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Property and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Property by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Property, until the default is cured, without being liable for damages.

- D.1.j. Default/Waiver.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of a remedy does not preclude pursuit of another remedy.
- D.1.k. Holdover.* If Tenant does not vacate the Property following termination of this lease, Tenant will become a tenant at will and must vacate the Property on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
- D.1.l. Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
- D.1.m. Venue.* Exclusive venue is in Burnet County, Texas.
- D.1.n. Entire Agreement.* This lease is the entire agreement of the parties concerning the lease of the Property by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Property or the lease of the Property by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease.
- D.1.o. Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
- D.1.p. Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
- D.1.q. Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be

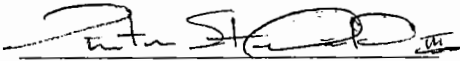
effective when received. Any address for notice may be changed by written notice given as provided herein.

D.1.r Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Property at the end of the Term.

This Lease Agreement has been previously authorized to be executed by the Burnet County Commissioners Court in an open court session.



Hon. James Oakley
Burnet County Judge



Vinton Stanfield