

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Gift Deed

Date: May 17, 2022

Grantor: FRIENDS OF THE BERTRAM FREE LIBRARY

Grantor's Mailing Address: _____

Grantee: BURNET COUNTY, TEXAS

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

Consideration: Grantor's intention is to make a gift as a charitable contribution under applicable income tax laws and regulations. Grantee acknowledges, that the current use of the improvement (building & parking lot) on the property is as a public library. Further, Grantee acknowledges that the funding for the improvement on this property was the result of a financial gift between the "Roy F. & Joann Cole Mitte Foundation" and the "Friends of the Bertram Free Library" which is outlined in a gift agreement dated March 6, 2009. A copy of said gift agreement is attached as EXHIBIT "A." Grantee agrees to continue to observe all provisions outlined in the gift agreement. EXHIBIT "B" is a copy of the minutes of the Friends of the Bertram Free Library authorizing the gift to Burnet County.

Property (including any improvements):

Being Lots One (1), Two (2), Three (3), and Four (4), Block Ten (10), Town of Bertram, Burnet County, Texas, as shown by plat recorded in Vol. 51, Page 567 of the Deed Records of Burnet County, Texas;

SAVE & EXCEPT that 113.3 square feet of land out of Lots 1, 2, and 3, Block 10, Bertram, conveyed to the State of Texas in Vol. 2, Page 105 of the Misc. Deed Records of Burnet County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and

other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of the Burnet County Central Appraisal District; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

By the execution and acceptance of this deed, Grantor and Grantee acknowledge that the attorney preparing it (1) has not ordered or examined title to the property and (2) makes no representation or warranty, express or implied, regarding the property or the validity of quality of its title.

When the context requires, singular nouns and pronouns include the plural.

THEODOSIA SCHMIDT
President, Friends of the Bertram Free Library

LORI HENRY
Secretary, Friends of the Bertram Free Library

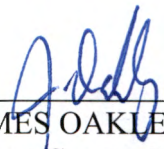
GRANTEE'S ACCEPTANCE OF DEED:

Burnet County, Texas, Grantee, accepts the Deed and consents to its form and substance. Grantee acknowledges and agrees to observe EXHIBIT "A" gift provision set by the Roy F. & Joann Cole Mitte Foundation.

SIGNED this 24th day of MAY, 2022.

GRANTEE:

BURNET COUNTY, TEXAS

By:  _____
JAMES OAKLEY
Burnet County Judge

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on _____, 2022, by
THEODOSIA SCHMIDT, President of the Friends of the Bertram Free Library.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on _____, 2022, by
LORI HENRY, Secretary of the Friends of the Bertram Free Library.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on _____, 2022, by
JAMES OAKLEY, Burnet County Judge, on behalf of Burnet County, Texas.

Notary Public, State of Texas

My commission expires: _____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Gift Deed

Date: May 24, 2022

Grantor: FRIENDS OF THE BERTRAM FREE LIBRARY

Grantee: BURNET COUNTY, TEXAS

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

Consideration: Grantor's intention is to make a gift as a charitable contribution under applicable income tax laws and regulations. Grantee acknowledges, that the current use of the improvement (building & parking lot) on the property is as a public library. Further, Grantee acknowledges that the funding for the improvement on this property was the result of a financial gift between the "Roy F. & Joann Cole Mitte Foundation" and the "Friends of the Bertram Free Library" which is outlined in a gift agreement dated March 6, 2009. A copy of said gift agreement is attached as EXHIBIT "A." Grantee agrees to continue to observe all provisions outlined in the gift agreement. EXHIBIT "B" is a copy of the minutes of the Friends of the Bertram Free Library authorizing the gift to Burnet County.

Property (including any improvements):

Being Lots One (1), Two (2), Three (3), and Four (4), Block Ten (10), Town of Bertram, Burnet County, Texas, as shown by plat recorded in Vol. 51, Page 567 of the Deed Records of Burnet County, Texas;

SAVE & EXCEPT that 113.3 square feet of land out of Lots 1, 2, and 3, Block 10, Bertram, conveyed to the State of Texas in Vol. 2, Page 105 of the Misc. Deed Records of Burnet County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common

boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of the Burnet County Central Appraisal District; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

This conveyance by the Grantor to Grantee is made subject to the requirements that the Property be used as a public library. If the Property ceases to be used as a public library, and no other public library exists within the city limits of the City of Bertram on the day the County announces the closure, then Grantor shall have the right to re-enter the Property.

Additionally, this conveyance by the Grantor to Grantee is made subject to the requirement that the Grantee not rename the current building and must maintain the name as "Joann Cole Mitte Memorial Library" in perpetuity. If the Grantee renames or proposes a new name for the current building, then Grantor shall have the right to re-enter the Property.

Additionally, this conveyance by the Grantor to Grantee is made subject to the requirement that the Grantee shall give the current tenant, Will McCoy and/or Texas Pecan Cake Shop, six (6) months written notice of lease termination if Grantee desires to terminate the lease to use the space for any other purpose other than as a rental space. In the event the requirements contained herein are breached, Grantor shall have the right to re-enter the property.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

By the execution and acceptance of this deed, Grantor and Grantee acknowledge that the attorney preparing it (1) has not ordered or examined title to the property and (2) makes no representation or warranty, express or implied, regarding the property or the validity of quality of its title.

When the context requires, singular nouns and pronouns include the plural.

THEODOSIA SCHMIDT
President, Friends of the Bertram Free Library

BRIAN FRAUS
Treasurer, Friends of the Bertram Free Library

GRANTEE'S ACCEPTANCE OF DEED:

Burnet County, Texas, Grantee, accepts the Deed and consents to its form and substance. Grantee acknowledges and agrees to observe EXHIBIT "A" gift provision set by the Roy F. & Joann Cole Mitte Foundation.

SIGNED this ____ day of _____, 2022.

GRANTEE:

BURNET COUNTY, TEXAS

By: JAMES OAKLEY
Burnet County Judge

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on _____, 2022, by THEODOSIA SCHMIDT, President of the Friends of the Bertram Free Library.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on _____, 2022, by
BRIAN FRAUS, Treasurer of the Friends of the Bertram Free Library.

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS)

COUNTY OF BURNET)

This instrument was acknowledged before me on _____, 2022, by
JAMES OAKLEY, Burnet County Judge, on behalf of Burnet County, Texas.

Notary Public, State of Texas

My commission expires: _____



GIFT AGREEMENT

Between

**THE ROY F. & JOANN COLE MITTE FOUNDATION
AND
THE FRIENDS OF THE BERTRAM FREE LIBRARY**

The following sets forth the Gift Agreement (the "Agreement") between the Roy F. & Joann Cole Mitte Foundation (the "Mitte Foundation") and Friends of the Bertram Free Library (the "Grantee").

I. Purpose

The Mitte Foundation shall provide recognition and financial assistance to the Friends of the Bertram Free Library by providing a grant in the amount of \$2,000,000.00 for the grant period of March 6, 2009 to March 31, 2011; a period of time not to exceed two years, as per the schedule of payments outlined below.

Funds received from the Mitte Foundation will be used for the construction of a building to serve as the new public library for the City of Bertram at 170 South Gabriel. This stone and metal siding exterior building will be a single story, approximately 8,550 square feet, with a small on-site parking lot.

An additional gift of PVC and glass panels will be made by the Mitte Foundation which will be utilized and installed within the building for a general donor recognition wall for the library capital campaign. It is anticipated that the cost of replacing the artwork on the panels will be paid by the Grantee. The total system when delivered by the Mitte Foundation should include the following:

Eight (8) floor to ceiling Panels with all hardware used in installation which includes:

- (4) PVC Panels - Height: 72 in Width: 33 ¼ in Depth: ½ in
- (4) PVC Panels - Height: 72 in Width: 51 ¼ in Depth: ½ in
- 2 aluminum panel tracks for mounting PVC to wall
- 16 sets of cable and mounting hardware which consist of the following:
 - WS-A6 Thread Wire Connector, Turnbuckle, Pulley Hinge and Bracket Assembly
 - WS-A6B Vertical Wire Connector with Pulley Holder and Wall Mount Bracket Assembly

- HDS-18 Cup Point Socket Screws
- 8 ft. WS Wire 3/64" Stainless Steel Wire
- (6) WS-AWSC250 Wire Shelf Clips for 1/4" Glass
- (8) 1" Diameter edge Edge Grip with Mounting Hardware for Drywall

Nine (9) Tempered Flat Polished Glass Panels 24" x 24" x 1/4" with all hardware for installation for the engraving of donor names.

Should the above listed items not be available upon delivery by the Mitte Foundation, then the Mitte Foundation will reimburse the Grantee for any parts or hardware purchased.

II. Schedule and Form of Contributions

Delivery of this signed gift agreement must be received by the Mitte Foundation no later than March 6, 2009 to receive the initial payment. The Mitte Foundation will fulfill this gift commitment with continuous gifts of cash, in the form of a check, as outlined in the following payment schedule. Should the Grantee make a request for a payment to be wired to an FDIC approved bank account, then the Grantee will cover all expenses for such a transaction.

With the exception of the initial payment, the release of funds will be contingent on a site visit by a Mitte Foundation representative/s and his/her/their subsequent approval of the completion of each phase listed below in the payment schedule.

All gifts are made at the sole discretion of the Mitte Foundation.

PAYMENT SCHEDULE:

The dates listed below are estimated based upon the completion of each phase.

PAYMENT PHASE	AMOUNT	DATE PROJECTED	PURPOSE
Initial Payment – Phase 1 <i>Pre-Construction</i>	\$500,000.00	3-6-2009 to 6-14-2009	Survey, Geo-Tech Lab Work, Deposit to Contractor, Completion of Design Work.
Phase 2 <i>Site Work</i>	\$500,000.00	6-15-2009 to 12-31-2009	Start-up of site and slab work to red iron stage. Purchase materials, costs on exterior of building.
Phase 3 <i>Construction – Exterior</i>	\$375,000.00	1-1-2010 to 6-30-2010	Building of the exterior and paving.
Phase 4 <i>Construction – Interior</i>	\$375,000.00	7-1-2010 to 12-31-2010	Interior of the building.
Phase 5 <i>Final Stage</i>	\$250,000.00	1-1-2011 to 3-31-2011	Completion of all phases of project, finish-out, and furnishings.

Funds not expended at the end of the grant period for the construction of the library, will be deposited into an endowment account for the purpose of on-going maintenance of the building and general operational support. At the time of final accounting, a separate gift agreement will be developed to outline the purpose of this endowment.

III. Recognition

Recognition will be provided by the Grantee, as outlined in the proposal, which includes the following:

- Naming the newly constructed library, "*The Joann Cole Mitte Memorial Library.*" This name will be maintained on this building for the duration of time that the library is maintained at this site. This includes and is subject to any subsequent renovations. Should the library be moved to another location, and funds are not required for new construction (renovations not included), then the Grantee agrees to maintain the name in memory of Joann Cole Mitte.
- Mounting and maintaining inside the library building, in a prominent area, biography photo and text panels provide by the Mitte Foundation to recognize Roy and Joann Cole Mitte. The dimensions on the two (2) photo PVC Panels are - height: 72" x width: 33 ¼" x depth: ½". The tempered flat polished glass panels with installation hardware are no bigger than 24" x 24" x ¼".
- Inclusion of the Mitte Foundation's name on all donor recognition walls, materials, and mediums. The formal name to be utilized is: "*The Roy F. and Joann Cole Mitte Foundation.*"
- Uploading and maintaining on the library's website, kiosks, print materials, etc, all biography and photo information (as provided on the panels by the Mitte Foundation) about Roy and Joann Cole Mitte. Text and photos may be edited for length and content at the approval of the Mitte Foundation.
- Issuing formal press releases and articles on the gift made by the Mitte Foundation. However, any formal press releases or specific articles for the media will be submitted to the Mitte Foundation for approval prior to their release. Final copies of all releases and articles will be supplied to the Mitte Foundation by the Grantee.
- Acknowledging at formal events, and in print and electronic media for those events, the gift made by the Mitte Foundation in memory of Joann Cole Mitte. The Grantee agrees to send invitations to all events to the Mitte Foundation.

Use of the Mitte Foundation logo and pictures of Roy and Joann Cole Mitte are subject to the approval of the Mitte Foundation.

IV. Administration and Use of Funds

If for any reason the Friends of the Bertram Free Library materially alters the original intent of the grant and the project being funded, discontinues the plans for the project, or does not meet the standards set forth in this agreement, the Mitte Foundation, in its sole discretion, shall have the right to withdraw funds, request that unspent funds be returned to the Foundation, or choose to donate funds to other Friends of the Bertram Free Library programs. In the event of an alteration or discontinuation of the Friends of the Bertram Free Library organization, the Grantee shall notify the Mitte Foundation, in writing.

A Final Report and Financial Summary will be due to the Mitte Foundation on April 30, 2011, or one month following the completion of the grant.

It is our understanding, that Friends of the Bertram Free Library has been recognized by the Internal Revenue Service as a tax-exempt organization described in section 501 (c)(3) of the Internal Revenue Code and is classified as other than a private foundation. If there is any change in this status and/or classification, please notify us at once. In the event that your tax exempt status is revoked, expenditure of grant funds should cease, and all unspent funds must be returned to the Foundation.

V. Declaration of Status of the Parties

The Mitte Foundation is a private foundation under section 509 (a) of the Internal Revenue Service Code and is designated a 501(c)(3) organization under Internal Revenue Service guidelines, and under its charter which operates in support of nonprofit charitable organizations serving youth, education, health, technology, literacy and entrepreneurial endeavors.

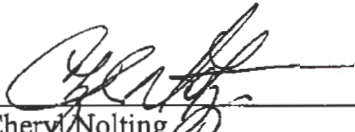
Friends of the Bertram Free Library is exempt from federal income tax by virtue of Internal Revenue Code Section 115, and is further designated as a 501(c)(3) organization. Contributions to Friends of the Bertram Free Library are deductible for federal income tax purposes by virtue of Internal Revenue Code Sections 170(c) and 170(b)(1)(A)(ii).

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

Signed and dated this 6 day of March, 2009.

The Roy F. and Joann Cole Mitte Foundation:

By:


Cheryl Nolting
Executive Director
The Roy F. & Joann Cole Mitte Foundation


William McHugh
Secretary and Treasurer, Board of Directors,
The Roy F. & Joann Cole Mitte Foundation

Friends of the Bertram Free Library:

By:


Barbara Duke
President, Board of Directors,
Friends of the Bertram Free Library


James Allen
Chair, Building Committee, Board of Directors,
Friends of the Bertram Free Library

FRIENDS OF THE BERTRAM LIBRARY – SPECIAL MEETING

June 4, 2021 - Meeting Minutes

Theodosia Schmidt called to order a special meeting of the Friends of the Bertram Library (FOBL). Attendees: Theodosia Schmidt, Carrie Fraus, Bryan Fraus, Lori Henry, Jane Almquist, Marie Seaman, Annie Dell Taylor, Deanie Smith, JC Smith, Jeni Bates, Linda Tanksley, Jean Daniel, Carol Allen, Schalean Druell, Stephanie Fitzsimmons, Lillie Faye Hopkins, Pam Schlumpberger, Steve Schlumpberger, Laura Orr, and Cathy Abercrombie.

Theodosia Schmidt introduced new library staff and FOBL officers. Theodosia stated this special meeting was called to further discuss the FOBL decision to gift the library building to Burnet County, noting members had time to consider and discuss this action since it was previously discussed at the last FOBL meeting on May 14, 2021.

Discussion - Theodosia noted insurance coverage for recent storm damage has been insufficient, and if the library were destroyed FOBL could not afford to rebuild. The FOBL must repair storm damage before gifting the building to the county. Current estimates for repairs are about \$21,000. Due to the \$6,000 deductible per incident, insurance has covered \$4,000 for storm damage repairs.

Brian Fraus summarized his Treasurer's handout containing estimated annual FOBL costs for building repair, maintenance, and operations. Laura Orr noted gifting the library building to the county would save FOBL approximately \$21,000/year on these expenses. Brian responded to member questions about the FOBL bank account and CD balances, noting we still have the CD.

Theodosia Schmidt and Mary Seaman responded to member questions, explaining county ownership of the building would mean the library would be more secure since the county has more resources available to them to maintain the library structure, maintenance, insurance, and utilities. Library staff would stay the same and library patrons should not notice any changes. The FOBL will continue to raise funds to support the community through the library. We will be able to channel funds to programs, books, furniture, and thrift store repairs and maintenance, etc., instead of funding the library building repairs, maintenance, and utilities. When the building is gifted to the county, no money will go to the county but it will receive the lease revenue from the pecan cake shop. The thrift store and parking lot will still be owned by FOBL. Lillie Faye Hopkins noted the Mitte Foundation supported the decision to gift the library building to Burnet County.

Laura Orr and Lillie Faye Hopkins commended FOBL officers on their research and work toward gifting the library building to the county. Several members shared positive stories, commended the FOBL members who originally obtained the Mitte Foundation funding for our library building, and stated FOBL members and our community are extremely proud of our wonderful library.

FRIENDS OF THE BERTRAM LIBRARY – SPECIAL MEETING

June 4, 2021 - Meeting Minutes

Motion – Jean Daniel made a motion, seconded by Pam Schlumpberger. Motion – The FOBL will move forward with transferring ownership of the Bertram library building and land to Burnet County. Members who were present voted and the motion unanimously passed.

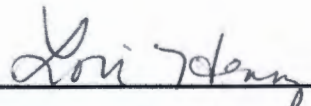
Next Steps - The judge is waiting for documents, including a survey and the pecan cake shop lease agreement. FOBL members want the agreement to ensure the library building and land will remain the Joann Cole Mitte Memorial Library, and any future proceeds from the building and land could only be used for a Bertram library. Mary Seaman will attend the appropriate County Commissioners meeting.

Announcements – Raffle baskets are on display in the library and tickets are being sold. If anyone is not a current member, please pay dues and become a member. The FOBL would like to use the library entry hall display windows as a museum display about the library and history of the library. The FOBL will hold a regular meeting on July 9th at 1 p.m. for regular business and discussion of a fall fundraiser.

Meeting adjourned.



Theodosia Schmidt, President



Lori Henry, Secretary